Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Docket

Tuesday, July 9, 2024

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

0738-24 Table of Motions: Council Work Session, July 2, 2024

Attachments: TOM 070224

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

0736-24 A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement related to Neighborhood Development Funds with the Friends of the Parks in Fayette County, Inc. ($500); Winburn Neighborhood Association, Inc. ($250); CASA of Lexington, Inc. ($5,000); and African American Forum, Inc. ($1,175), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Attachments: NDF List 7.9.24
RESO 0736-24 NDF List 7-7-24 4884-9726-4078 v.1.docx
R-397-2024
Contract #205-2024
Contract #205-2024 (2)
Contract #205-2024 -
Contract #205-2024

0740-24 Presentation: National Parks and Recreation Month

XI. Council Reports

XII. Public Comment - Issues Not on Agenda

XIII. Adjournment

Administrative Synopsis - New Business Items

a **0617-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements, the final form of which shall be approved by the Div. of Grants and Special Programs and the Dept. of Law, with the Qureshi Development Group to provide $1,413,514 in Federal funds (HOME, HOME-ARP), under the Home Investment Partnerships Program, for the MLK Apartment Project, pending approval of all necessary Budget amendments. [Div. of Grants and Special Programs, Reynolds]

Attachments:
- 24 - Bluesheet Memo Qureshi Development Group
- FY2025 Budget Amendment AR_HOME_2022
- FY2025 Budget Amendment HOME_2019
- FY2025 Budget Amendment HOME_2020
- FY2025 Budget Amendment HOME_2018 to move funds
- FY2025 Budget Amendment HOME_2019 to move funds
- FY2025 Budget Amendment HOME_2020 to move funds
- FY2025 Budget Amendment HOME_2021 to move funds
- FY2025 Budget Amendment HOME_2022 to move funds
- FY2025 Budget Amendment HOME_2024 to move funds
- MLK Apts HOME Loan Agreement
- MLK Apts HOME-ARP Loan Agreement
- MLK Apts HOME Promissory Note
- MLK Apts HOME-ARP Promissory Note
- MLK Apts HOME and HOME-ARP Subordinate Mortgage
- MLK Apts HOME and HOME-ARP Deed Restrictions
- RESO 0617-24 MLK Apt HOME Loan Docs 4878-7470-5358 v.1.docx
- R-383-2024
- Contract #232-2024 -Quereshi
- Contract #232-2024

b **0698-24** A Resolution authorizing and directing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to execute an Agreement with Tania Walker to serve as Director of the It Takes a Village Summer Youth Program for ONE Lexington, at a cost not to exceed $8,000. [Mayor's Office, Carama]

Attachments:
- Memo Tania Walker (24)
- One Lexington Summer Youth Program Coordinator Agreement 24_Signed
- RESO 0698-24 It Takes a Village Summer Youth Program (Tania Walker) 486
- R-384-2024

c **0699-24** A Resolution authorizing and directing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to execute an Agreement with Andrews Counseling and Consulting, PLLC, to provide counseling support to participants of the It Takes a Village Summer Youth Program for ONE Lexington, at a cost not to exceed $28,000. [Office of the Mayor, Carama]

Attachments: Memo Andrews Counsel
Andrews Consulting Agreement 2024
RESO 0699-24 It Takes a Village Summer Youth Program 4889-4833-7101 v
R-385-2024

d **0701-24** An Ordinance repealing Article XXV of Chapter 2 of the Code of Ordinances related to the Lexington-Fayette Urban County Special Events Commission; providing that all duties of the Special Events Commission shall be assumed by the Office of the Mayor; and substituting the Office of Mayor for the Special Events Commission in Sections 15-1.2(1); 17-29.4; and 17-29.6 of the Code; and substituting Festival or Special Event Coordinator in Sections 15-1.2(2) and 17-29.8 of the Code; allowing Street Performers to connect to Urban County Power Sources with written permission from the Urban County Government in Section 17-29.8; and substituting the Urban County Government or its Depts. for the Special Events Commission in Section 13-6 of the Code, effective upon passage of Council. [Mayor's Office, Lyons]

Attachments: Memo to dissolve Special Event Commission
Ordinance repealing Special Events Commission
ORD 0701-24- Ordinance repealing Special Events Commission 4855-1751-2
O-080-2024

e **0707-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Release of Claims Agreement with Sergeant Robert Fraser, for the care of Retired Canine Ace. [Div. of Police, Weathers]

Attachments: Cover Memo - Release of Claims Agreement - Ace
Brislin Letter - Canine Ace
Release of Claims Agreement - Canine Ace
FA9 - Canine Ace
RESO 0707-24 - Robert Fraser - Ace 4888-3826-9901 v.1.docx
R-386-2024
Contract #197-2024

f **0713-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Lease Agreement with the Board of

Education of Fayette County, Ky., to lease a twenty-five (25) acre portion of Southern Middle School, for Meadowbrook Golf Course, from the date of execution through June 30, 2025, at a cost not to exceed one dollar ($1.00). [Div. of Parks and Recreation, Conrad]

Attachments: Meadowbrook Golf Course Lease Agreement with FCPS Memo Signed
Meadowbrook Golf Course Contract 2024
RESO 0713-24 (Meadowbrook Golf Course) 4860-8303-8413 v.1.docx
R-387-2024

g **0715-24** A Resolution authorizing and directing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to accept an award for the Fire Training Incentive Grant from the Commission on Fire Protection, Personnel, Standards, and Education, which Grant funds are in the amount of $4,059,254 in Commonwealth of Ky. funds, for Fire Training Incentives for Firefighters for FY 2025, 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 Fire and Emergency Management, Wells]

Attachments: 24-Blue Sheet Fire Training
FY2025 Budget Amendment FIRE_TRAIN_2025
FY25 KLEFPF Rates
RESO 0715-24 (Fire Incentive Training Grant) 4870-6430-9197 v.1.docx
R-388-2024

h **0716-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept an award for the Police Training Incentive Grant from the Ky. Justice and Public Safety Cabinet under the Ky. Law Enforcement Foundation Program fund, which Grant funds are in the amount of $4,170,198 in Commonwealth of Ky. funds for Police Training Incentives for FY 2025, 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 Police, Weathers]

Attachments: 24-Blue Sheet Police Training
FY25 KLEFPF Rates
FY2025 Budget Amendment POL_TRAIN_2025
RESO 0716-24 (Police Training Incentive Grant) 4862-8003-9885 v.1.docx
R-389-2024

i **0717-24** A Resolution authorizing and directing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to execute an

Agreement with the Bluegrass Area Development District, Inc., for the acceptance of Federal and State Grant funds in the amount of $183,455, for the operation of the Lexington Senior Center for FY 2025, the acceptance of which obligates the Urban County Government for the expenditure of $234,580 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Aging and Disability Services, Stambaugh]

Attachments: 24-Bluesheet Memo Lexington Sr Center
FY2025 Budget Amendment - SR_CITIZN_2025
Master Contract FY25
Lexington attachments
Signature Sheet
RESO 0717-24 (Lexington Senior Center FY25) 4857-5660-6413 v.1.docx
R-390-2024

j **0718-24** A Resolution of the Lexington-Fayette Urban County Government accepting the Grant of $1,281,696 in Federal funds from the Ky. Cleaner Water Round 2 Grant (ARPA) for the replacement of Chemical Disinfection Equipment at both the Town Branch and West Hickman Wastewater Treatment Plants (WWTP) with Ultraviolet (UV) Disinfection Equipment, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, approving the Grant assistance Agreement, authorizing the amendment of the Lexington-Fayette Urban County Government's Annual Budget, and authorizing a representative to sign all related documents. [Div. of Water Quality, Martin]

Attachments: 24-Blue Sheet Memo UV Project GAA
KIA_GrantAssistanceAgreement_22CWS171
RESO 0718-24 - Grant with KIA for IV replacement at WWTP 4881-8134-881
R-391-2024
Contract #192-2024
Contract #192-2024

k **0721-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Second Renewal of the Agreement with Mackey Group LLC d/b/a Wiser Strategies (awarded pursuant to RFP No. 28-2022), for Creative Design Services for Public Outreach and Media Campaigns related to Water Quality and Leaf Collection, for the Div. of Environmental Services, at a cost not to exceed $60,000. [Div. of Environmental Services, Carey]

Attachments: bluesheet memo Wiser Strategies SW Collateral 2nd of 2 renewals
SIGNATURES TO THE 2ND OF 2 RENEWALS STORMWATER COLLATER
RESO 0721-24 Second Renewal with Mackey for WQ and Leaf Collection ad
R-392-2024
Contract #250-2022

l **0722-24** A Resolution authorizing the Div. of Police to purchase software 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 $18,150. [Div. of Police, Weathers]

Attachments: Cover Memo - Magnet Forensics LLC - End User License Agreement & Quot
Magnet Forensics - End User License Agreement (June)
Magnet Forensics - Quotation -335071 Axiom Core and DVR 9124
Axiom 2025 SOLE SOURCE CERTIFICATION
DVR Examiner 2025 SOLE SOURCE CERTIFICATION
722-24 magnet forensics 4854-1937-1469 v.1.docx
R-393-2024
Contract #196-2024

m **0724-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement (awarded pursuant to RFP 37-2024) with the Ky. Association for Environmental Education to provide Environmental Education Services for FY 2025, with the option for four (4) one (1) year extensions, a cost not to exceed $517,636.27 in FY 2025. [Div. of Environmental Services, Carey]

Attachments: 24-Blue Sheet Memo KAEE
Contract for Environmental Education Services signed
EE Budget worksheet 518Kgoal final
KAEE proposal
RFP Pkg 37-2024
RESO 0724-24- KAEE Agreement 4879-6468-6543 v.1.docx
R-395-2024
Contract #199-2024

n **0728-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Understanding with the Administrative Office of the Courts, for Citation Data Transfer. [Div. of Police, Weathers]

Attachments: Cover Memo - MOU - Administrative Office of the Courts
Administrative Office of the Courts - MOU 2024-295 LPD Citation Data Trans
728-24 aoc 4887-7929-4670 v.1.doc
R-396-2024
Contract #195-2024

o **0723-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Second Amendment to the Agreement with Mackey Group, LLC., d/b/a Wiser Strategies, increasing the Contract price by an amount not to exceed $20,000, for an increase in advertising related to Safe Streets Messaging, and authorizing renewal of the Agreement for another one year term, for the Dept. of Environmental Quality and Public Works, raising the total Contract price from $380,000 to $400,000 in FY 2025. [Div. of Environmental Services, Carey]

Attachments: 24-Blue sheet Wiser Strategies 2nd Renewal
Wiser -- Second Amendment to Renewal Agreement Signed
FY2025 Budget Amendment - TRANSPORTATION SLX UPWP 2025
RESO 0723-24- Second amendment to agreement with Mackey WQ, WM and
R-394-2024
Contract #194-2024

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0738-24

File ID:	0738-24	**Type:**	Summary	**Status:**	Approved
Version:	2	**Contract #:**		**In Control:**	Urban County Council
				File Created:	07/03/2024
File Name:	Table of Motions: Council Work Session, July 2, 2024			**Final Action:**	07/09/2024
Title:	Table of Motions: Council Work Session, July 2, 2024				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:	TOM 070224			**Enactment Number:**	
Deed #:				**Hearing Date:**	
Drafter:				**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	07/09/2024	Approved				Pass

Text of Legislative File 0738-24

Title

Table of Motions: Council Work Session, July 2, 2024

URBAN COUNTY COUNCIL
WORK SESSION
TABLE OF MOTIONS
July 2, 2024

Mayor Gorton called the meeting to order at 3:00 p.m. Vice Mayor Wu, Council Members J. Brown, Ellinger II, Fogle, Lynch, LeGris, Monarrez, Sheehan, Gray, Worley, F. Brown, Baxter, Sevigny, Reynolds, and Plomin were present.

I. Public Comment – Issues on Agenda

II. Requested Rezonings/Docket Approval

Motion by Baxter to approve the July 2, 2024 Council Meeting Docket, as amended. Seconded by Monarrez. Motion passed without dissent.

Motion by Plomin to place on the docket for the July 2, 2024 Council Meeting a resolution authorizing the mayor on behalf of the Urban County Government to execute a Purchase of Services 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 $325,000. Seconded by Gray. Motion passed without dissent.

III. Approval of Summary

Motion by Fogle to approve the June 25, 2024 Work Session Summary. Seconded by Plomin. Motion passed without dissent.

IV. Budget Amendments

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

V. Budget Adjustments – For Information Only

VI. New Business

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

VII. Communications from the Mayor- Appointments

VIII. Communications from the Mayor- Donations

IX. Communications from the Mayor- Procurements

X. Continuing Business/Presentations

Motion by LeGris to approve Council Capital Projects. Seconded by Sheehan. Motion passed without dissent.

Motion by J. Brown to advance to the full Council the ordinance relating to the Public Infrastructure Program [including the addition of language to increase housing]. Seconded by Wu. Motion passed without dissent, as amended.

Motion by Lynch to amend the Public Infrastructure Program ordinance, Sec. 1(B) adding "but not required" to the underlined portion after the word "emphasis", and Sec. 1(E)(1) adding "but not required" to the underlined portion after the word "emphasis". Seconded by Baxter. Motion passed without dissent.

Motion by Reynolds to Approve Sec. 21-37.4 of the code of ordinances of the LFUCG to authorize up to fifty-six (56) hours of paid leave and up to two hundred and forty (240) hours of unpaid leave per calendar year for classified civil service employees who are victims of domestic violence or a crime, for needs related to or resulting from domestic violence or the crime, including the following amendment: leave granted under this section is not available for (1) work-related incidents or (2) work-related injuries, effective upon passage of Council. Seconded by Gray. Motion passed without dissent.

XI. Council Reports

XII. Public Comment – Issues Not on Agenda

XIII. Adjournment

Motion by Fogle to adjourn at 4:00 p.m. Seconded by Monarrez. Motion passed without dissent.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0736-24

File ID:	0736-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	205-2024	**In Control:**	Urban County Council
				File Created:	07/02/2024
File Name:	NDF List 7/9/24			**Final Action:**	07/09/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement related to Neighborhood Development Funds with the Friends of the Parks in Fayette County, Inc. ($500); Winburn Neighborhood Association, Inc. ($250); CASA of Lexington, Inc. ($5,000); and African American Forum, Inc. ($1,175), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Notes: Friends of the fayette county parks
Winburn
African AMerican Forum
CASA

Sponsors:		**Enactment Date:**	07/09/2024
Attachments:	NDF List 7.9.24, RESO 0736-24 NDF List 7-7-24 4884-9726-4078 v.1.docx, R-397-2024, Contract #205-2024, Contract #205-2024 (2), Contract #205-2024 -, Contract #205-2024	**Enactment Number:**	R-397-2024
Deed #:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	07/09/2024	Approved and Referred to Docket	Urban County Council	07/09/2024		Pass
1	Urban County Council	07/09/2024	Received First Reading	Urban County Council	07/09/2024		
1	Urban County Council	07/09/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	07/09/2024	Approved				Pass

Text of Legislative File 0736-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement related to Neighborhood Development Funds with the Friends of the Parks in Fayette County, Inc. ($500); Winburn Neighborhood Association, Inc. ($250); CASA of Lexington, Inc. ($5,000); and African American Forum, Inc. ($1,175), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Summary

Organization:
Friends of the Fayette County Parks
Katie Lindeman
3692 Horsemint Trail
Lexington, KY 40509
Purpose:
To assist with cleaning supplies, tools, and materials for the annual Jacobson Park Cleanup Day hosted by Friends of Jacobson Park
Amount:
$ 500.00

Organization:
Winburn Neighborhood Association
Vanessa Sanford
1930 Cobyville Ct.
Lexington, KY 40511
Purpose:
For ice cream materials, paper goods, and trophies for the Annual Weekend Bash
Amount:
$ 250.00

Organization:
CASA of Lexington
Melynda Jamison
345 Loch Ness Dr
Lexington, KY 40517
Purpose:
To Recruit, screen, train and supervise CASA volunteers to advocate for abused and neglected children in Fayette County
Amount:
$ 5,000.00

Organization:
African American Forum Inc
John Cole
1202 Highland Park Ave
Lexington, KY 40505
Purpose:
To assist with expenses for LEX smooth jazz concert series in 2024
Amount:
$ 1,175.00

200 E. Main St
Lexington, KY 40507

Neighborhood Development Funds
July 9, 2024
Work Session

Amount	Recipient	Purpose
$ 500.00	Friends of the Fayette County Parks Katie Lindeman 3692 Horsemint Trail Lexington, KY 40509	To assist with cleaning supplies, tools, and materials for the annual Jacobson Park Cleanup Day hosted by Friends of Jacobson Park
$ 250.00	Winburn Neighborhood Association Vanessa Sanford 1930 Cobyville Ct. Lexington, KY 40511	For ice cream materials, paper goods, and trophies for the Annual Weekend Bash
$ 5,000.00	CASA of Lexington Melynda Jamison 345 Loch Ness Dr Lexington, KY 40517	To recruit, screen, train and supervise CASA volunteers to advocate for abused and neglected children in Fayette County
$ 1,175.00	African American Forum Inc John Cole 1202 Highland Park Ave Lexington, KY 40505	To assist with expenses for LEX smooth jazz concert series in 2024

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT RELATED TO NEIGHBORHOOD DEVELOPMENT FUNDS WITH THE FRIENDS OF THE PARKS IN FAYETTE COUNTY, INC. ($500.00); WINBURN NEIGHBORHOOD ASSOCIATION, INC. ($250.00); CASA OF LEXINGTON, INC. ($5,000.00); AND AFRICAN AMERICAN FORUM, INC. ($1,175.00), 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 Neighborhood Development Funds, which are attached hereto and incorporated herein by reference, with The Friends of the Parks in Fayette County, Inc. ($500.00); Winburn Neighborhood Association, Inc. ($250.00); Casa Of Lexington, Inc. ($5,000.00); and African American Forum, Inc. ($1,175.00), for the Office of the Urban County Council.

Section 2 – That amounts, not to exceed the sums stated, be and hereby are approved for payment to The Friends of the Parks in Fayette County, Inc. ($500.00); Winburn Neighborhood Association, Inc. ($250.00); Casa Of Lexington, Inc. ($5,000.00); And African American Forum, Inc. ($1,175.00), from account #1101-121002-71214, 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
0736-24:GET:4884-9726-4078, v. 1

RESOLUTION NO. 397 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT RELATED TO NEIGHBORHOOD DEVELOPMENT FUNDS WITH THE FRIENDS OF THE PARKS IN FAYETTE COUNTY, INC. ($500.00); WINBURN NEIGHBORHOOD ASSOCIATION, INC. ($250.00); CASA OF LEXINGTON, INC. ($5,000.00); AND AFRICAN AMERICAN FORUM, INC. ($1,175.00), 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 Neighborhood Development Funds, which are attached hereto and incorporated herein by reference, with The Friends of the Parks in Fayette County, Inc. ($500.00); Winburn Neighborhood Association, Inc. ($250.00); Casa Of Lexington, Inc. ($5,000.00); and African American Forum, Inc. ($1,175.00), for the Office of the Urban County Council.

Section 2 – That amounts, not to exceed the sums stated, be and hereby are approved for payment to The Friends of the Parks in Fayette County, Inc. ($500.00); Winburn Neighborhood Association, Inc. ($250.00); Casa Of Lexington, Inc. ($5,000.00); And African American Forum, Inc. ($1,175.00), from account #1101-121002-71214, 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 9, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0736-24:GET:4884-9726-4078, v. 1

AGREEMENT

THIS AGREEMENT, made and entered into on the 17th day of July, 2024 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 Fayette County Parks (Hereinafter "Organization"), of 3692 Horsemint Trail, Lexington, KY 40509, Fayette County.

W I T N E S S E T H:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) 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 Neighborhood Development Funds**. Government hereby grants Organization the sum of $$500.00 () for the following lawful public purpose:

   [To assist with cleaning supplies, tools, and materials for the annual Jacobson Park Cleanup Day hosted by Friends of Jacobson Park]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before August 16th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development 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 shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development 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. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Worley's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

Docusign Envelope ID: F79CB52C-632C-4274-9C73-6181D46C98E9

5. 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.

6. 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: Katie Lindeman
(Katie Lindeman)
(Friends of the Fayette County Parks)

Docusign Envelope ID: 4F22953E-8AC7-4A77-A607-9CB1F33FBF19

AGREEMENT

THIS AGREEMENT, made and entered into on the 17th day of July, 2024 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 Winburn Neighborhood Association (Hereinafter "Organization"), of 1930 Cobyville Ct., Lexington, KY 40511, Fayette County.

W I T N E S S E T H:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) 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 Neighborhood Development Funds**. Government hereby grants Organization the sum of $$250.00 () for the following lawful public purpose:

   [For ice cream materials, paper goods, and trophies for the Annual Weekend Bash]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before August 16th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development 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 shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development 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. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Fogle's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

5. 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.

6. 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: Vanessa Sanford
(Vanessa Sanford)
(Winburn Neighborhood Association)

AGREEMENT

THIS AGREEMENT, made and entered into on the 17th day of July, 2024 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 African American Forum Inc (Hereinafter "Organization"), of 1202 Highland Park Ave, Lexington, KY 40505, Fayette County.

WITNESSETH:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) 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 Neighborhood Development Funds**. Government hereby grants Organization the sum of $$1,175.00 () for the following lawful public purpose:

   [To assist with expenses for LEX smooth jazz concert series in 2024]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before August 16th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development 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 shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development 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. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember J. Brown's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

5. 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.

6. 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: JOHN E COLE III
(John Cole)
(African American Forum Inc)

AGREEMENT

THIS AGREEMENT, made and entered into on the 17th day of July, 2024 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 CASA of Lexington (Hereinafter "Organization"), of 345 Loch Ness Dr, Lexington, KY 40517, Fayette County.

W I T N E S S E T H:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) 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 Neighborhood Development Funds**. Government hereby grants Organization the sum of $$5,000.00 () for the following lawful public purpose:

   [To recruit, screen, train and supervise CASA volunteers to advocate for abused and neglected children in Fayette County]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before August 16th, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development 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 shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development 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. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Wu's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

Docusign Envelope ID: 9EC66411-50C6-45D7-B846-A0681A6DD8C5

5. 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.

6. 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: Melynda Jamison
(Melynda Jamison)
(CASA of Lexington)

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0740-24

File ID:	0740-24	**Type:**	Presentation	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	07/03/2024
File Name:	Presentation: National Parks and Recreation Month			**Final Action:**	07/09/2024
Title:	Presentation: National Parks and Recreation Month				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:				**Enactment Number:**	
Deed #:				**Hearing Date:**	
Drafter:				**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	07/09/2024	Received and Filed				

Text of Legislative File 0740-24

Title

Presentation: National Parks and Recreation Month

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

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:**	

Title:

Notes:

Sponsors:		**Enactment Date:**	
Deed #:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0927-23

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0617-24

File ID:	0617-24	**Type:**	Resolution	**Status:**	Approved
Version:	2	**Contract #:**	232-2024	**In Control:**	Urban County Council
				File Created:	06/07/2024
File Name:	Request Council authorization to execute agreements with Qureshi Development Group in the amount of $1,140,728 in federal funds from the HOME Investment Partnerships Program and $272,786 from the American Rescue Plan Act under the U.S. Department of Housi			**Final Action:**	07/09/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements, the final form of which shall be approved by the Div. of Grants and Special Programs and the Dept. of Law, with the Qureshi Development Group to provide $1,413,514 in Federal funds (HOME, HOME-ARP), under the Home Investment Partnerships Program, for the MLK Apartment Project, pending approval of all necessary Budget amendments. [Div. of Grants and Special Programs, Reynolds]

Notes: Greenhouse 17
New Life Day
Bluegrass care in CCO. 7.2
2nd read 7.9 AA
Qureshi Development

Sponsors:

Enactment Date: 07/09/2024

Attachments: 24 - Bluesheet Memo Qureshi Development Group, FY2025 Budget Amendment AR_HOME_2022, FY2025 Budget Amendment HOME_2019, FY2025 Budget Amendment HOME_2020, FY2025 Budget Amendment HOME_2018 to move funds, FY2025 Budget Amendment HOME_2019 to move funds, FY2025 Budget Amendment HOME_2020 to move funds, FY2025 Budget Amendment HOME_2021 to move funds, FY2025 Budget Amendment HOME_2022 to move funds, FY2025 Budget Amendment HOME_2024 to move funds, MLK Apts HOME Loan Agreement, MLK Apts HOME-ARP Loan Agreement, MLK Apts HOME Promissory Note, MLK Apts HOME-ARP Promissory Note, MLK Apts HOME and HOME-ARP Subordinate Mortgage, MLK Apts HOME and HOME-ARP Deed Restrictions, RESO 0617-24 MLK Apt HOME Loan Docs 4878-7470-5358 v.1.docx, R-383-2024, Contract

Enactment Number: R-383-2024

#232-2024 -Quereshi, Contract #232-2024

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	07/09/2024	Approved and Referred to Docket	Urban County Council	07/09/2024		Pass
2	Urban County Council	07/09/2024	Received First Reading	Urban County Council	07/09/2024		
2	Urban County Council	07/09/2024	Suspended Rules for Second Reading				Pass
2	Urban County Council	07/09/2024	Approved				Pass

Text of Legislative File 0617-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements, the final form of which shall be approved by the Div. of Grants and Special Programs and the Dept. of Law, with the Qureshi Development Group to provide $1,413,514 in Federal funds (HOME, HOME-ARP), under the Home Investment Partnerships Program, for the MLK Apartment Project, pending approval of all necessary Budget amendments. [Div. of Grants and Special Programs, Reynolds]

Summary

Authorization to execute Agreements with Qureshi Development Group in the amount of $1,140,728 in Federal funds and $272,786 in additional Federal funds from the American Rescue Plan Act, both under the U.S. Department of Housing and Urban Development HOME Investment Partnerships Program. Qureshi Development Group will use the funds to convert an existing church to 20 multi-family units. Eight (8) units will be HOME-assisted and three (3) units will be HOME-ARP assisted to provide housing and supportive services to individuals and households who are homeless, at risk of homelessness, and other vulnerable populations. No match funds required. Budget amendments in process. (L0617-24) (Reynolds/Lanter)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Brittany Smith, 7/2/2024

Risk Management: N/A

Fully Budgeted: Budget amendments are forthcoming

Account Number:

725,000.00	3120-900273-0001-71101	HOME_2024
22,794.75	3120-900273-0001-71101	HOME_2018
91,802.34	3120-900273-0001-71101	HOME_2019

192,370.88	3120-900273-0001-71101	HOME_2020
100,000.00	3120-900273-0001-71101	HOME_2021
8,760.03	3120-900273-0001-71101	HOME_2022
272,786.00	3120-900273-0001-71101	AR_HOME_2022

This Fiscal Year Impact: $ 1,413,514
Annual Impact: $0
Project:
Activity:
Budget Reference:
Current Balance: BAs in process

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

TO: **LINDA GORTON, MAYOR**
URBAN COUNTY COUNCIL

FROM: **THERESA REYNOLDS, DIRECTOR**
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: **JUNE 6, 2024**

SUBJECT: **Execute HOME Investment Partnerships Program Agreements with Qureshi Development Group for MLK Apartment Project**

Request: Council authorization to execute agreements with Qureshi Development Group in the amount of $1,140,728 in federal funds and $272,786 in additional federal funds from the American Rescue Plan Act, both under the U.S. Department of Housing and Urban Development HOME Investment Partnerships Program. Qureshi Development Group will use the funds to convert an existing church to 20 multi-family units. Eight (8) units will be HOME-assisted and three (3) units will be HOME-ARP assisted to provide housing and supportive services to individuals and households who are homeless, at risk of homelessness, and other vulnerable populations.

Purpose of Request: On October 28, 2021 (Resolution 584-2021), Council approved acceptance of American Rescue Plan Act funds in the amount of $4,865,246 under the U.S. Department of Housing and Urban Development (HUD) HOME Investment Partnerships Program specifically to provide housing and supportive services to individuals and households who are homeless, at risk of homelessness, and other vulnerable populations. $272,786 in HOME-ARP funds will be budgeted and $1,140,728 of 2017, 2018, 2019, 2020, 2021 and 2023 Consolidated Plan HOME Investment Partnership funds will be budgeted for total project cost $1,413,514.

What is the cost in this budget year and future budget years? $1,413,514 in cost in FY24. $1,140,728 in federal HOME and $272,786 in HOME-ARP federal funding is awarded for FY24. No additional funds are anticipated. No local matching funds are required.

Are the funds budgeted? Budget amendments are in process to reallocate HOME funds and budget HOME-ARP for the Allocation Plan. The remaining balance of the funds will be budgeted as approved.

File Number: 0617-24

Director/Commissioner: Reynolds/Lanter

Type	Date	Business Unit	Ledger	Account	Dept ID	Fund	Section	Site	Project	Activity	Budget Reference	PCBU	BUDGET_PERIOD	Amount	Descr
		LFUCG	DETAIL_ACT	71101	900273	3120	0001		AR_HOME_2022	FED_GRANT	2022		2022	272,786.00	ASSISTANCE -HOUSING REHAB
		LFUCG	REVEST	44010	900273	3120	0001		AR_HOME_2022	FED_GRANT	2022		2022	-272,786.00	INTERGOVERNMENTAL-FEDERAL

To establish subrecipient Qureshi Development for MLK Apartment Project funded under HOME-ARP (AR_HOME_2022)

Type	Date	Business Unit	Ledger	Account	Dept ID	Fund	Section	Site	Project	Activity	Budget Reference	PCBU	BUDGET_PERIOD	Amount	Descr
		LFUCG	DETAIL_ACT	78105	160201	3120	0001		HOME_2019	FED_GRANT	2019		2019	58,165.26	ASSISTANCE -HOUSING REHAB
		LFUCG	REVEST	44010	160201	3120	0001		HOME_2019	FED_GRANT	2019		2019	-58,168.26	INTERGOVERNMENTAL-FEDERAL

To amend HOME Investment Partnerships Program (HOME) FY 2018 grant to budget previously recaptured HOME program funds on HOME_2019

Type	Date	Business Unit	Ledger	Account	Dept ID	Fund	Section	Site	Project	Activity	Budget Reference	PCBU	BUDGET_PERIOD	Amount	Descr
		LFUCG	DETAIL_ACT	78105	160201	3120	0001		HOME_2020	FED_GRANT	2020		2020	58,165.26	ASSISTANCE -HOUSING REHAB
		LFUCG	REVEST	44010	160201	3120	0001		HOME_2020	FED_GRANT	2020		2020	-58,168.26	INTERGOVERNMENTAL-FEDERAL

To amend HOME Investment Partnerships Program (HOME) FY 2019 grant to budget previously recaptured HOME program funds on HOME_2020

Type	Date	Business Unit	Ledger	Account	Dept ID	Fund	Section	Site	Project	Activity	Budget Reference	PCBU	BUDGET_PERIOD	Amount	Descr
		LFUCG	DETAIL_ACT	71101	900207	3120	0001		HOME_2018	H02	2018		2018	-8,854.24	OUTSIDE AGENCY SERVICES - FCLDC
			DETAIL_ACT	71101	900235	3120	0001		HOME_2018	H06	2018		2018	-13,940.51	OUTSIDE AGENCY SERVICES - NEW BEGINNINGS TBRA
			DETAIL_ACT	71101	900273	3120	0001		HOME_2018	H03	2018		2018	22,794.75	OUTSIDE AGENCY SERVICES - MLK APARTMENTS

To move funds on Outside Agency Services for Outside Agency Service MLK Apartments

Type	Date	Business Unit	Ledger	Account	Dept ID	Fund	Section	Site	Project	Activity	Budget Reference	PCBU	BUDGET_PERIOD	Amount	Descr
			DETAIL_ACT	71101	900207	3120	0001		HOME_2019	H02	2019		2019	-33,637.08	OUTSIDE AGENCY SERVICES - FCLDC
			DETAIL_ACT	78105	160201	3120	0001		HOME_2019	FED_GRANT	2019		2019	-58,165.26	ASSISTANCE-HOUSING REHAB
			DETAIL_ACT	71101	900273	3120	0001		HOME_2019	H03	2019		2019	91,802.34	OUTSIDE AGENCY SERVICES - MLK APARTMENTS

To move funds on Outside Agency Services and Asst-Houseing Rehab to Outside Agency Service MLK Apartments

Type	Date	Business Unit	Ledger	Account	Dept ID	Fund	Section	Site	Project	Activity	Budget Reference	PCBU	BUDGET_PERIOD	Amount	Descr
			DETAIL_ACT	71101	900207	3120	0001		HOME_2020	H02	2020		2020	-109,184.67	OUTSIDE AGENCY SERVICES - FCLDC
			DETAIL_ACT	71101	900265	3120	0001		HOME_2020	H03	2020		2020	-56,000.00	OUTSIDE AGENCY SERVICES - Oasis
			DETAIL_ACT	78105	160201	3120	0001		HOME_2020	FED_GRANT	2020		2020	-27,186.21	ASSISTANCE-HOUSING REHAB
			DETAIL_ACT	71101	900273	3120	0001		HOME_2020	H03	2020		2020	192,370.88	OUTSIDE AGENCY SERVICES - MLK APARTMENTS

To move funds on Outside Agency Services and Asst-Houseing Rehab to Outside Agency Service MLK Apartments

Type	Date	Business Unit	Ledger	Account	Dept ID	Fund	Section	Site	Project	Activity	Budget Reference	PCBU	BUDGET_PERIOD	Amount	Descr
			DETAIL_ACT	71101	900202	3120	0001		HOME_2021	H01	2021		2021	-100,000.00	OUTSIDE AGENCY SERVICES - REACH
			DETAIL_ACT	71101	900273	3120	0001		HOME_2021	H03	2021		2021	100,000.00	OUTSIDE AGENCY SERVICES - MLK APARTMENTS

To move funds on Outside Agency Services to Outside Agency Service MLK Apartments

Type	Date	Business Unit	Ledger	Account	Dept ID	Fund	Section	Site	Project	Activity	Budget Reference	PCBU	BUDGET_PERIOD	Amount	Descr
			DETAIL_ACT	71101	900202	3120	0001		HOME_2022	H01	2022		2022	8,760.03	OUTSIDE AGENCY SERVICES - REACH
			DETAIL_ACT	71101	900273	3120	0001		HOME_2022	H03	2022		2022	-8,760.03	OUTSIDE AGENCY SERVICES - MLK APARTMENTS

To move funds on Outside Agency Services to Outside Agency Service MLK Apartments

Type	Date	Business Unit	Ledger	Account	Dept ID	Fund	Section	Site	Project	Activity	Budget Reference	PCBU	BUDGET_PERIOD	Amount	Descr
			DETAIL_ACT	71101	900264	3120	0001		HOME_2024	H03	2024		2024	-725,000.00	OUTSIDE AGENCY SERVICES - KEARNEY CREEK APT
			DETAIL_ACT	71101	900273	3120	0001		HOME_2024	H03	2024		2024	725,000.00	OUTSIDE AGENCY SERVICES - MLK APARTMENTS

To move funds on Outside Agency Services to Outside Agency Service MLK Apartments

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF GRANTS AND SPECIAL PROGRAMS
HOME LOAN AGREEMENT

THIS HOME LOAN AGREEMENT ("Agreement"), dated and entered into this the _____ day of July, 2024, is by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, pursuant to Chapter 67A of the Kentucky Revised Statutes, 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "Government" or "LFUCG"), through its Division of Grants and Special Programs, and **QURESHI DEVELOPMENT GROUP, LLC**, a Kentucky limited liability company, 991 Star Shoot Parkway, Lexington, Kentucky 40509 (herein "Borrower").

W I T N E S S E T H:

WHEREAS, Government, in accordance with the regulations codified at 24 CFR 92.102 – 92.106 for the HOME Investment Partnerships Program, has been designated a Participating Jurisdiction by the U.S. Department of Housing and Urban Development ("HUD") and is the recipient of federal funding from the HOME Investment Partnerships Program;

WHEREAS, the Government has been awarded federal funds from HUD's HOME Investment Partnerships Program (CFDA # 14.239) under Federal Award Numbers: M17-MC-21-0201, awarded September 22, 2017; M18-MC-21-0201, awarded September 12, 2018; M19-MC-1-0201, awarded September 4, 2019; M20-MC-21-0201, awarded December 29, 2020; M21-MC-21-0201, awarded August 18, 2021; and M23-MC-21-0201, awarded August 16, 2023;

WHEREAS, Government's approved 2017, 2018, 2019, 2020, 2021, and 2023 Annual Action Plans provide **One Million One Hundred Forty Thousand Seven Hundred Twenty Eight Dollars and 00/100 Cents ($1,140,728.00)** to Borrower (Qureshi Development Group, LLC, with Unique Entity Identifier EWF2V3YJ4SL9) in funding from the HOME Investment Partnerships Program for the development of rental housing for low-income HOME-eligible persons and/or households in accordance with the HOME Investment Partnerships Program regulations as stated in 24 CFR Part 92.205-92.206;

WHEREAS, Borrower has requested federal funds from the Government's HOME Program for the rehabilitation of an existing church building for rental housing for low-income persons and/or households;

WHEREAS, Government is willing to make a loan to the Borrower upon the terms and conditions hereinafter set forth;

WHEREAS, Borrower will rehabilitate a multi-family residential project located at 530 North Martin Luther King Boulevard, Lexington, Fayette County, Kentucky 40508 under the name of MLK Apartments;

NOW, THEREFORE, in consideration of the covenants set out herein, the parties agree as follows:

SECTION 1: PARTICULAR COVENANTS

1.01 The Government hereby agrees to loan to Borrower the maximum sum of **One Million One Hundred Forty Thousand Seven Hundred Twenty Eight Dollars and 00/100 Cents ($1,140,728.00)** (hereinafter "Loan"). This Loan shall be in the form of a Deferred Payment Loan for the term of twenty (20) years from the date of this Loan Agreement. The Deferred Payment Loan shall be at zero percent (0%) interest for the twenty (20) year period and shall be repayable in full at the end of the twenty (20) year period. Funds shall be used for the rehabilitation of twenty (20) residential units of multi-family housing located at 530 North Martin Luther King Boulevard, Lexington, Fayette County, Kentucky 40508 ("Project"). The number of HOME funded units is eight (8).

1.02 Borrower acknowledges and agrees to remain fully and solely liable for the repayment of the Loan to the Government, pursuant to the terms and conditions of this Agreement and the Mortgage Note executed in connection herewith. The affordability period is twenty (20) years and begins on the day that the HUD's Integrated Disbursement and Information System (IDIS) accepts and records the Completion report required by HUD regulations. Repayment of funds does not affect the period of affordability.

1.03 During the term of this Loan, the Borrower shall make no payments of principal provided Borrower complies with all of the terms and conditions of this HOME Agreement, Declaration of Restrictive Covenants, Mortgage Note and Leasehold Mortgage of even date herewith.

1.04 All sums borrowed hereunder shall be used solely and exclusively for the Project that is further described as the rehabilitation of residential rental property located at 530 North Martin Luther King Boulevard, Lexington, Fayette County, Kentucky 40508, for rent to low-income persons and/or households or for other eligible costs as set forth in 24 CFR 92.206. Borrower acknowledges that *eight (8) units in the Project shall be administered as HOME-assisted units*, and that the per-unit subsidy shall not exceed the maximum per-unit subsidy amount established under Section 234 Condominium Housing Limits for elevator-type projects that apply to the area in which the units are located. The eight (8) HOME-assisted units shall be floating. At a minimum, the following types of units will be HOME assisted:

Unit Type	**# of Units**	**High HOME**	**Low HOME**
0 BR			
1 BR	6	1	5
2 BR	2	1	1
3 BR			
4 BR			
TOTAL	**8**	**2**	**6**

1.05 No loan shall be made hereunder unless and until Borrower supplies to Government the following documentation:

- Plans and Specifications for the Project

- Copy of Development Agreement and Development Team
- Final Sources and Uses of Funds
- Commitment letters with all terms and conditions for all mortgages, grants, subordination agreements, bridge loans and investment tax credits
- Copy of the Partnership Agreement
- Closing Statement for Purchase of Property
- Construction Cost Estimate
- Construction Contract
- Documentation on syndication costs
- Twenty (20) Year Operating Proforma for the Project
- Documentation that no excess federal funds are in the project

1.06 Upon request, Borrower shall provide supporting documentation for all other costs as specified in the Sources and Uses of Funds statement. Government consents to the following loans to the Borrower in connection with the Project: a first Mortgage loan in favor of Lexington-Fayette Urban County Government, through its Office of Affordable Housing, in the amount of One Million Three Hundred Fourteen Thousand Four Hundred Eighty Seven Dollars and 00/100 Cents ($1,314,487) ("AHF Loan") (hereinafter the "Permitted Encumbrance(s)"). This Loan shall be in all respects subordinate to the Permitted Encumbrances.

1.07 No loan shall be made hereunder unless and until Borrower has delivered to Government a note in the amount of **One Million One Hundred Forty Thousand Seven Hundred Twenty Eight Dollars and 00/100 Cents ($1,140,728.00)**, and a mortgage securing said note, all within one (1) year of the date of this HOME Agreement for the purpose of securing the Loan made hereunder, which mortgage shall be upon the real property located at 530 N. Martin Luther King Boulevard,, Lexington, in Fayette County, Kentucky 40508, together with all buildings and other structures now or hereafter erected or installed and all fixtures now or hereafter attached to or used in, or in the operation of any such lands, buildings and structures which are necessary to complete use and occupancy of such buildings or structures for the purposes for which they were or are to be erected or installed. To the extent permitted by law, all personal property described in the subordinate Mortgage shall be deemed to be fixtures and part of the property. As to any part of personal property not permitted by law to be fixtures, the mortgage shall constitute a security agreement under the Uniform Commercial Code.

1.08 For a period of twenty (20) years from the date on which development of the Project is completed, established as the date the HUD's Integrated Disbursement and Information System (IDIS) accepts and records the Completion report, one hundred percent (100%) of the HOME-assisted (eight (8) units) shall be rented to low-income and very low-income households. None of the HOME-assisted units are required to be rented to very low-income households. Low-income households are those households with adjusted gross incomes at or below sixty percent (60%) of the median income for the community. Very low-income households are those households with adjusted gross incomes at or below fifty percent (50%) of the median income for the community. During this same twenty (20) year period, for projects of five (5) or more HOME-assisted units, twenty percent (20%) of the HOME-assisted units shall be rented to very low-income households except as otherwise set out herein in Section 1.11. Borrower shall use the Section 8 Program definition of annual gross income (24 CFR 5.609).

1.09 For a period of twenty (20) years from the date on which development of the Project is completed, established as the date the HUD's Integrated Disbursement and Information System (IDIS) accepts and records the Completion report, Borrower shall charge the low HOME and high HOME rents in HOME-assisted units as established from time to time by HUD pursuant to any regulations promulgated by HUD or the Government. The rents so charged must include utility costs. The maximum allowable HOME rent must be reduced by a utility allowance approved by Government if tenant is required to pay separately for utilities. The Utility Allowance must be approved by the Government prior to Lease-Up. Utility allowances approved by Government may vary as periodic adjustments are made. Should HUD revise these or other rent guidelines set out herein so as to permit Borrower to adjust the rent charged, Borrower must obtain the approval of the Government prior to adjusting rents and provide tenants with no less than thirty (30) days' written notice before adjustments are implemented.

1.10 The family size and the adjusted gross income for all tenants in HOME-assisted units must be determined at the time of initial occupancy and annually for a period twenty (20) years from the date on which development of the Project is completed. Project is deemed to be completed on the date the HUD's Integrated Disbursement and Information System (IDIS) accepts and records the Completion report. Borrower shall obtain and verify income and family size information from each tenant upon initial rent up and annually during the twenty (20) year affordability period. Borrower shall provide information on family size, adjusted gross income and rent charged for all tenants in HOME-assisted units to the Government's Division of Grants and Special Programs within sixty (60) days after the initial rent up and the annual review date. Borrower shall obtain any necessary releases from tenant to allow Government to independently verify the information provided.

1.11 For a period of twenty (20) years from the date on which development of the Project is completed, established as the date the HUD's Integrated Disbursement and Information System (IDIS) accepts and records the Completion report, Borrower shall comply with the affirmative marketing requirements established by the Government pursuant to 24 CFR 92.351(a). The Borrower must adopt and follow written tenant selection policies and criteria that: (1) limit the housing to very low- income and low-income families; and (2) are reasonably related to the applicants' ability to perform the obligations of the lease (*i.e.*, to pay the rent, not to damage the housing; not to interfere with the rights and quiet enjoyment of other tenants). Additionally, the Borrower may give preference to Veterans in all units. The Borrower shall provide all information to the Government necessary to the monitoring of the Borrower's marketing strategy to ensure compliance with this section.

1.12 ANNUAL REVIEW.

(a) The Borrower shall, on an annual basis, during a period of twenty (20) years from the date on which development is completed, review the income, family size and exclusions of all tenants in HOME-assisted units and determine if any are over-income. Development is deemed to be completed on the date the HUD's Integrated Disbursement and Information System (IDIS) accepts and records the Completion report. An over-income tenant is a household with an adjusted gross income exceeding eighty percent (80%) of the median income for the community. Borrower shall not evict over-income tenants based on

income. Borrower shall increase the rent of the HOME-assisted unit to thirty percent (30%) of the household's adjusted gross income. HOME-assisted units vacated by an over-income tenant must be rented to an income-eligible tenant during the twenty (20) year period, except tenants of HOME-assisted units that have been allocated low-income housing tax credits by a housing credit agency pursuant to Section 42 of the Internal Revenue Code of 1986 (26 U.S.C. 42) must pay rent governed by Section 42. HOME-assisted units vacated by an over-income tenant must be rented to an income-eligible tenant for the duration of these covenants. The Government will examine at least two (2) months of source documents evidencing annual income (*e.g.*, wage statement, interest statement, unemployment compensation statement) for the family as specified in 24 CFR §92.203, in accordance with 24 CFR §92.504(c)(3)(iii) and 24 CFR §92.253(d)

(b) Should the adjusted gross income of a very low-income tenant renting a unit at the low HOME rate increase to greater than fifty percent (50%) of the median for the community but less than eighty percent (80%) of the median for the community during the term of the tenancy and during the twenty (20) year period from the date on which development of the Project is completed, the Borrower shall set the rent for such tenant at the high HOME rate for the duration of the tenancy. The Project is deemed to be completed on the date the initial tenant surveys are verified. Borrower shall not evict such a tenant on the basis of the increase of the adjusted gross income. The next vacancy shall be rented to a very low-income tenant whose income is at or below fifty percent (50%) of the area median income at a rent no higher than the established low HOME rent.

1.13 During the twenty (20) year period of affordability, the Borrower shall permit the Government, its employees, and its consultants access to all of its financial records so that Government can make a determination of the continued financial viability of the Project.

1.14 No loan shall be made hereunder unless and until all necessary parties execute deed restrictions or other covenants to limit the use of the property in conformance with the terms of the eligibility and affordability provisions of the HOME Investment Partnerships Program of the H.U.D. Such instrument shall be fully and properly executed by the Borrower, shall be in recordable form, and shall become a covenant which runs with the land. Such restrictions or covenants shall be made a part of any instrument, executed subsequent to this Loan Agreement and the Mortgage Note and Mortgage referenced herein, conveying any interest in said property.

1.15 The Borrower shall construct all units in the Project in accordance with the Kentucky Building Code, as amended, and all applicable State and local codes, ordinances, and zoning requirements. The housing must meet the accessibility requirements of 24 CFR part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) implemented at 28 CFR parts 35 and 36, as applicable. Covered multifamily dwellings, as defined at 24 CFR 100.201, must also meet the design and construction requirements at 24 CFR 100.205, which implements the Fair Housing Act (42 U.S.C. 3601-3619). Construction contract(s) and construction documents must describe the work to be undertaken in adequate detail so that inspections can be conducted. The Borrower shall be responsible for construction inspections and shall provide copies of all inspections to the Government. The Government shall also inspect for work in progress and shall

make a final inspection.

1.16 The Borrower shall maintain all units within a building containing a unit receiving a HOME subsidy in good condition and repair in accordance with Chapter 12.1 of the Code of Ordinances of the Lexington-Fayette Urban County Government, as amended, for the full twenty (20) year term of this Loan. Borrower shall not remove or demolish any portion of any unit. Borrower shall complete or restore promptly and in good workmanlike manner any unit which may be constructed, damaged or destroyed to the extent insurance proceeds are actually received and to pay when due all claims for labor performed and materials furnished. Borrower shall not create, permit or suffer to be created or to exist any claims or liens for the labor or materials supplied for the development of the units set out herein. Borrower will comply with all laws affecting said project and will not commit or permit any waste thereon or commit or permit any act thereon in violation of law.

Government may conduct inspections of units annually for purposes of determining Borrower's compliance with maintenance requirements during the twenty (20) year period of affordability. Upon written notification of violations of maintenance requirements, Borrower shall make corrections within 60 days.

1.17 Except for such interests in the real property as may be conveyed, assigned or otherwise transferred by Borrower in connection with the Permitted Encumbrances, the Borrower shall not transfer any interest in the real property described herein in any manner or through any document or instrument of any kind during the term of the Loan without the consent of the Government. Notwithstanding anything to the contrary herein, any transfers of partnership or ownership interests in the Borrower are expressly permitted and shall not constitute a default hereunder.

1.18 The Loan set out herein may be assumed by an individual or entity capable and able to enter into enforceable contracts, agreements or other loan documents as may be required to ensure compliance with the requirements and intent of the HOME Program upon the prior written consent of the Government's Division of Grants and Special Programs, which consent shall not be unreasonably withheld or delayed.

1.19 Any lease entered into between Borrower and a tenant shall require the tenant to provide information as to family size and income as set out herein. Non-renewable leases shall not be utilized. The lease shall be in conformance with the Uniform Residential Landlord and Tenant Act to the extent the Uniform Residential Landlord and Tenant Act is applicable to Borrower and the requirements of 24 CFR 92.253. Leases for the HOME-assisted units shall be submitted to the Government for approval prior to execution. The requirements set forth in this paragraph shall be in effect for a period of twenty (20) years from the date on which development of the project is completed.

1.20 The real property and improvements described herein shall be residential rental units and related administrative offices and common areas for the full twenty (20) year term of the loan. Borrower shall not convert the units to condominium ownership or any form of cooperative ownership during the twenty (20) year term of the Loan, without the prior written consent of the Government.

1.21 The Borrower shall provide, maintain and deliver to the Government evidence of all risk, fire and extended coverage insurance satisfactory to the Government in the order and amount of the

Mortgage Note hereby secured, and each policy must include a loss payable clause in favor of the Government as a beneficiary and without right of cancellation or change except upon thirty (30) days' written notice to the Government; the Borrower shall assign to the Government any award of damages, or portion thereof, in connection with any condemnation for public use or injury to this property in the same manner and with the same effect as provided for payment of proceeds of fire and other insurance, said award or damages not to exceed the amount secured by the Mortgage Note and to the extent not assigned to the holder of any prior or superior mortgage on this property.

1.22 The Borrower shall pay all taxes, legal assessments, water rates, utilities, special assessments or other charges when the same shall become due and without delinquency, and shall not permit any liens to be imposed on this property by any reason of delinquency.

1.23 The Borrower shall not seek relief under the bankruptcy laws or declare insolvency, make assignments for the benefit of its creditors or be placed in receivership.

1.24 The Borrower shall act in conformity with the requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR Part 100 *et seq.*; Equal Opportunity in Housing (Executive Order 11063, as amended by Executive Order 12259 [3 CFR, 1959-1963 Comp., p 652 and 3 CFR, 1980 Comp., p 307] and implementing regulations at 24 CFR part 107); and Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. 2000d *et seq.*) regarding Nondiscrimination in Federally Assisted Programs and implementing regulations issued at 24 CFR part 1. The Borrower shall not discriminate against prospective tenants on the basis of race, color, national origin, religion, sex, familial status or disability. The Borrower shall also comply with the provisions of the Violence Against Women Act ("VAWA"), as amended in March 2013.

1.25 The Borrower shall act in conformity with the Age Discrimination Act of 1975, (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR Part 146.

1.26 The Borrower shall act in conformity with the Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 205, 201, 218, and 225) which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services and telecommunications; the Fair Housing Act (42 U.S.C. 3601-19) as implemented by 24 CFR 100.205; and Section 504 of the Rehabilitation Act of 1973 prohibiting discrimination in federally assisted programs on the basis of handicap (29 U.S.C. 791 *et seq.*) and implementing regulations at 24 CFR part 8.

1.27 The Borrower shall comply with the requirements of Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971-1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) concerning the use of Minority Business Enterprises; Executive Order 12432 (3 CFR, 1983 Comp., p. 198) regarding Minority Enterprise Development; and, Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR , 1987 Comp., p. 245) regarding Women's Business Enterprises. The Borrower shall require its contractors and subcontractors to provide disadvantaged business enterprises with opportunities to participate in the project to ensure equal opportunity for socially and economically disadvantaged small businesses.

1.28 Borrower and Government acknowledge that all laborers and mechanics, etc., employed in

the construction of any project containing twelve (12) or more dwelling units and assisted with HOME funds, whether employed by Borrower, contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. Section 276(A)-7). The Borrower 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.*). Borrower agrees that it will be responsible for compliance with these regulations and shall provide Government with evidence of compliance upon request.

1.29 REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT". The Borrower and/or his Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934, (48 Stat. 948; 62 Stat. 862; title 18 U.S.C. section 874; and title 40 U.S.C. section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontractor's contract to insure compliance therewith by all subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

1.30 The Borrower shall require all of its contractors and subcontractors to certify that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federally funded activities.

1.31 The Borrower shall comply with the "Lead Based Paint Poisoning Prevention Act of 1971" and H.U.D. Regulations 24 CFR 35 and Section 8 Conforming Rule at 24 CFR 982.401(j). All interior and exterior paints, enamels, finishes, and/or primers used on any surfaces of housing and its environs shall not contain more than .06 of 1 percent of lead by weight (calculated as lead metal) in the total non-volatile content of liquid paints.

1.32 To assure and protect its rights under this Loan, the Government shall have right of access and inspection of the Project at reasonable times and with reasonable notice to the Borrower.

1.33 The Borrower shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or handicap. The Borrower shall state in all solicitations and advertisements for employees placed by or on behalf of Borrower that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, sex, age, national origin, or handicap.

1.34 The Borrower shall act in conformity with the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970" (42 U.S.C. 4201-4655) and 49 CFR part 24 pertaining to the acquisition of real property and relocation assistance for displaced persons. The Borrower shall provide all information to the Government necessary to the monitoring of the Borrower's marketing strategy to ensure compliance with this section, as if said policy were fully set out herein in writing.

1.35 The Borrower shall comply with the conflict of interest provisions in 24 CFR 84.42 regarding written standards governing the performance of its officers, employees, and agents engaged in awarding and administering contracts.

1.36 In accordance with section 2-33 of the Code of Ordinances of the Lexington-Fayette Urban County Government, the Borrower shall ensure that projects being assisted with HOME funds pursuant to this agreement shall be made available without regard to actual or perceived sexual orientation, gender identity or marital status of any applicant or prospective tenant. Neither Borrower nor any of its agents will inquire about the sexual orientation or gender identity of any applicant or prospective tenant.

1.37 The Borrower shall comply with the Violence Against Women Act (VAWA) requirements set forth in 24 CFR §5.2005, specifically protections for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, including but not limited to, providing notification of occupancy rights, constructing lease terms of assistance for victims, and providing emergency transfer plans.

1.38 **SOURCE AND USES OF FUNDS.** HOME funds provided to the Borrower hereunder shall be used only for eligible project costs in accordance with the HOME regulations at 24 CFR 92.206. The specific Sources and Uses of Funds must be delivered to and approved by the Government prior to the delivering of a mortgage and note.

1.39 Changes in the Project work requested by the Borrower, for any reason whatsoever must be submitted in writing, properly itemized and supported by sufficient substantiating data to be evaluated and certified by the Division of Grants and Special Programs. The Government will issue a written authorization for such changes and no such modification shall be made without a written agreement signed by the Borrower and the Government.

1.40 **TIME OF COMPLETION**. The Borrower agrees to complete the development covered by this Agreement on or before **January 1, 2027**, unless the time for completion is extended in writing by the Government. All HOME-assisted units shall be occupied by eligible tenants within six months of completion of development. The Borrower shall submit a marketing plan to the Government if it fails to lease units within six months of completion of development. If HOME-assisted units are not occupied by eligible tenants within eighteen months of completion of development, Borrowers shall repay all HOME funds that Borrowers have received under this Agreement, less pro-rated amount for occupied units.

Time is of the essence, and it is agreed that if all development work is not completed in the time specified for completion and stated herein that it may result in the Government withdrawing funds which have been made available under this Agreement.

1.41 **PROGRESS PAYMENTS.** The Government shall disburse loan proceeds from time to time as the work progresses, as requested by the Borrower, but not more frequently than once a month. At no time will the total number of payments exceed twelve (12). At the Government's request, lien releases shall be submitted with each request for progress payments.

No progress payment shall exceed ninety percent (90%) of the value of work in place, as estimated by an inspection by the Government less the aggregate of previous payments. The remaining ten percent (10%) shall be held by the Government as retainage. At such time as the

Government deems appropriate, based on quality of work performed and other pertinent factors, the rate of retainage may be reduced; although, any reduction in retainage, below the ten percent (10%) level, is made solely at the Government's discretion. All remaining retainage held will be included in the final payment to the Borrower.

1.42 ACCEPTANCE AND FINAL PAYMENT. Upon receipt of notice that the development is ready for final inspection and acceptance, the Government shall promptly make such inspection within five (5) days of receipt of such notice; and when it finds the development acceptable under this Agreement and the Agreement fully performed, shall authorize the payment to the Borrower and/or his Contractor the final progress payment which shall be the entire balance then due to Borrower and/or his Contractor. Before the Borrower and/or his Contractor shall be paid in full, however, he shall submit evidence satisfactory to the Government that all payrolls, materials, bills, and other indebtedness connected with the work have been paid and the Borrower and/or his Contractor shall provide satisfactory releases of liens or claims for liens by any Contractors, Subcontractors, Laborers and material suppliers.

Prior to final payment, the Borrower will provide a satisfactory summary of all project expenses to document that the additional funds expended by the Borrower for development equaled or exceeded the amount so specified in the approved Sources and Uses of Funds. Should the Borrower's actual and final share of total project expenses be less than the amount specified in the approved Sources and Uses of Funds, then the Borrower will repay to the Government, or have HOME funds withheld in an amount sufficient to reduce the Government's HOME Deferred Loan amount to a sum no greater than the amount needed for HOME gap financing.

Prior to final payment, the Borrower shall provide: a post construction appraisal; copies of all Lexington-Fayette Urban County Government Division of Building Inspection reports, including Certificate of Occupancy, Final Sources and Uses of Funds; leases; HOME Annual Certification Report; completed tenant-funded utilities form(s); and, the final report of contractors/subcontractors employed on the project, with Federal Employer Identification Numbers/Social Security numbers, complete mailing addresses, type of trade/skill, total contract dollar amount, and indication of Disadvantaged Business Enterprise status, specifically women-owned and/or race/ethnicity categories (Alaskan Native/American Indian, Asian or Pacific Islander, Black Non-Hispanic, Hispanic, or White/Non-Hispanic). Borrower shall also provide written report on all efforts made by its contractor and subcontractors to comply with Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) Section 3 Clause.

1.43 REPORTING. The Borrower agrees to provide any reports and information as required by the Participating Jurisdiction. The Borrower shall be responsible for providing the following data: the number of affordable units developed, size of units (number of bedrooms), years of affordability, the number of units meeting Energy Star standards, the number of units made fully accessible under Section 504 accessibility standards, and the number of units occupied by elderly households (either the head or co-head is age 62 or older). The Borrower shall also provide an annual report on the number of persons that applied for tenancy but were not served to include race, ethnicity, and single-headed households, both male and female. In addition, an annual report shall also provide the following information about the employees of the Borrower's organization: race, ethnicity, national origin, age, gender, and disability. The annual report shall be submitted

to the Participating Jurisdiction no later than thirty days after the end of the Participating Jurisdiction's fiscal year. Annual reports shall be submitted throughout the twenty (20) year period of affordability. Annually the Borrower must submit to the Government the most recent Single Audit, Financial Audit or Profit/Loss Statement and Balance Sheet if the Financial Audit is not available pursuant to [official name for Grants HOME internal policies and procedures] and in accordance with its recordkeeping and reporting requirements under 24 CFR §92.504(c)(3)(vi).

SECTION 2: MISCELLANEOUS

2.01 **INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS.** No member of or delegate to the Congress of the United States and no resident commissioner shall be admitted to any share or part of this Agreement or to any benefits to arise from same, provided that the foregoing provision of this Section shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

No officer, employee or member of the governing body of the Government who exercises any functions or responsibilities in connection with the carrying out of the project to which this Agreement pertains shall have any private interest, direct or indirect, in this Agreement.

2.02 The Borrower shall act in conformity with the federal prohibition regarding the employment of, awarding contracts to, or otherwise engaging the services of any contractor, owner, or subcontractor during any period of debarment, suspension or placement of ineligibility status.

2.03 **EXECUTIVE ORDER 11246.** The Borrower shall comply with the provisions of Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) concerning Equal Employment Opportunity Programs and implementing regulations at 41 CFR Chapter 60.

2.04 The Borrower shall comply with the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) Section 3 Clause and implementing regulations at 24 CFR part 135.

The Borrower and/or his Contractor agrees to abide by the Section 3 Clause set forth above and will also cause this section to be inserted in any subcontracts entered into with third parties for work covered by this Agreement.

2.05 The Borrower agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, insofar as they apply to the performance of the contract.

2.06 **VAWA REGULATIONS.** The Violence Against Women Act (VAWA) requirements as amended in March 2013 set forth in 24 CFR part 5, subpart L, apply to all HOME tenant-based rental assistance and rental housing assisted with HOME funds. The Borrower shall comply with the Violence Against Women Act (VAWA) requirements set forth in 24 CFR §5.2005 and 24 CFR § 92.359, specifically protections for victims of domestic violence, dating violence, sexual assault,

or stalking, including but not limited to, providing the notice and certification form described in 24 CFR 5.2005(a), notification of occupancy rights, constructing lease terms of assistance for victims, providing emergency transfer plans, and notification of eviction. Moreover, the Borrower agrees that all leases that are approved by the Borrower shall contain the Government required VAWA lease \ term/addendum, as described in 24 CFR 92.359(e) and the Government HOME Policies and Procedures.

2.07 The Borrower agrees to defend, indemnify, and hold Government harmless from any and all losses or claims of whatever kind, that are in any way incidental to, or connected with, or that arise or allege to have arisen, directly or indirectly, in whole or in part, from the execution, performance, or breach of this Agreement by Borrower, including any environmental problems, including, without limitation, soil and/or water contamination, and remedial investigations and feasibility studies thereof, which exist at or prior to the Agreement commencement date, regardless of when such losses or claims are made or incurred. This Indemnity Provision shall in no way be limited by any financial responsibility, or loss control requirements below, and shall survive the termination of this Agreement;

For the purposes of this Indemnity Provision:

(a) The word "defend" includes, but is not limited to, investigating, handling, responding to, resisting, providing a defense for, and defending claims, at Borrower's expense, using attorneys approved in writing by Government, which approval shall not be unreasonably withheld.

(b) The word "claims" includes, but is not limited to, claims, demands, liens, suits, notices of violation from Governmental agencies, and other causes of action of whatever kind.

(c) The word "losses" includes, but is not limited to: attorney fees and expenses; costs of litigation; court or administrative costs; 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 Borrower and Government, and damage to, or destruction of, any property, including the property of Government.

2.08 **ACCESS TO RECORDS.** The Secretary and the Inspector General of HUD, the Comptroller General of the United States of America, and the Mayor of the Government, or any of their duly authorized representatives, shall have access to all books, accounts, reports, files, and other papers or property of the Borrower and the Borrower pertaining to this Loan and related development for the purpose of making surveys, audits, examinations, excerpts, and transcripts.

SECTION 3: DEFAULT

3.01 If within one year from the date of completion of the development of the Project, Borrower breaches any of the provisions of Sections 1 and 2 of this Agreement, such shall be considered a default and the full amount of the disbursed amount of the Deferred Payment Loan, plus fifteen percent (15%) of that full amount, shall be immediately due and payable; provided, before the

Government may accelerate any amount due under the Deferred Payment Loan or take advantage of any other remedies, Borrower shall have a thirty (30) day grace period from receipt of written notice of the fault to cure such default.

3.02 If during the second through the end of the twenty (20) year of the Deferred Payment Loan, the Borrower breaches any of the provisions of Sections 1 and 2 of this Agreement, such shall be considered a default and the full disbursed amount of the Deferred Payment Loan shall be immediately due and payable; provided, before the Government may accelerate any amount due under the Deferred Payment Loan or take advantage of any other remedies, Borrower shall have a thirty (30) day grace period from receipt of written notice of the default to cure such default.

3.03 Any forbearance by the Government with respect to any of the terms and conditions of this Loan in no way constitutes a waiver of any of the Government's rights or privileges granted hereunder.

3.04 In the event of default by the Borrower, the Government may take such measures as may be lawful to it for the recovery of indebtedness and including, but not limited to, foreclosure and sale of the Borrower's rights in the Project and/or the assignment and collection of the rents and profits of the Project.

3.05 Borrower acknowledge that any default on a superior lien or any initiation of a foreclosure based on any lien shall be a default under this Loan Agreement and that the amount immediately due and payable as a result of such a default shall be governed by Section 3.01 and Section 3.02 of this Agreement.

3.06 If an event of default occurs under the terms of any documents executed in connection with this HOME Agreement or any other document executed in connection herewith (collectively, the "Loan Documents"), prior to exercising any right or remedy thereunder, Government shall give Borrower written notice of such default. If the default is reasonably capable of being cured within thirty (30) days, Borrower shall have 30 days (or such longer period of time as may be specified in the Loan Documents) to effect a cure prior to the exercise by Government of any rights or remedies under the Loan Documents. If the default is such that it is not reasonably capable of being cured within thirty (30) days or such longer period if so specified, and if Borrower (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then Borrower shall have such additional time as is reasonably necessary to cure the default prior to the exercise of any rights or remedies by Lender.

SECTION 4: MISCELLANEOUS

4.01 Notwithstanding anything to the contrary contained herein, the covenants and agreements contained in Sections 1 through 3 shall survive the closing.

4.02 Invalidation of any one of these provisions by judgment or Court order shall not affect any other provisions which shall remain in effect.

4.03 This instrument, with documents described herein, constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this Contract at Lexington, Kentucky, the day and year first above written.

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SIGNATURE PAGES TO FOLLOW

SIGNATURE PAGE - LFUCG

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
By: Linda Gorton
Its: Mayor

By: _____
Linda Gorton, Mayor

COMMONWEALTH OF KENTUCKY)
) SCT
COUNTY OF FAYETTE)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this the _____ day of July, 2024, by Linda Gorton, as Mayor of the Lexington-Fayette Urban County Government.

_____
Notary Public, State At Large, Kentucky
My Commission Expires: _____
Commission Number: _____

ATTEST:

_____
Clerk, Urban County Council

SIGNATURE PAGE – BORROWER

QURESHI DEVELOPMENT GROUP, LLC
By: Hera Qureshi
Its: Managing Member

By: _____
Hera Qureshi, Managing Member

COMMONWEALTH OF KENTUCKY)
) SCT
COUNTY OF FAYETTE)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this the _____ day of July, 2024, by Hera Qureshi, Managing Member of Qureshi Development Group, LLC.

_____
Notary Public, State At Large, Kentucky
My Commission Expires: _____
Commission Number: _____

LEXINGTON-URBAN COUNTY GOVERNMENT
DIVISION OF GRANTS AND SPECIAL PROGRAMS
HOME-ARP LOAN AGREEMENT

THIS HOME-ARP AGREEMENT ("Agreement"), dated and entered into this the _____ day of July, 2024, is by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes, 200 East Main Street, Lexington, Fayette County, Kentucky 40507, through its Division of Grants and Special Programs ("Government"), and **QURESHI DEVELOPMENT GROUP, LLC**, a Kentucky limited liability company, 991 Star Shoot Parkway, Lexington, Kentucky 40509 ("Owner").

W I T N E S S E T H:

WHEREAS, Government, in accordance with the regulations codified at 24 CFR 92.102 – 92.106 for the HOME Investment Partnerships Program – American Rescue Plan (HOME-ARP), has been designated a Participating Jurisdiction by the U.S. Department of Housing and Urban Development ("HUD") and is the recipient of federal funding from the HOME Investment Partnerships Program-American Rescue Plan;

WHEREAS, the Government has been awarded federal funds from HUD's HOME Investment Partnerships Program-American Rescue Plan (CFDA # 14.239) under Federal Award Number M21-MP-21-0201 awarded September 20, 2021;

WHEREAS, Owner has requested federal funds from the Government's HOME-ARP for the rehabilitation of rental units for low-income persons and/or households;

WHEREAS, Government is willing to make a loan to the Owner upon the terms and conditions hereinafter set forth;

WHEREAS, Owner will rehabilitate an existing church building for rental housing for low-income persons and/or household project located at 530 North Martin Luther King Boulevard, Lexington, Fayette County, Kentucky 40508, under the name of MLK Apartments;

NOW, THEREFORE, in consideration of the covenants set out herein, the parties agree as follows:

SECTION 1: PARTICULAR COVENANTS

1.01 The Government hereby agrees to loan to Owner the maximum sum of **Two Hundred Seventy Two Thousand Seven Hundred Eighty Six Dollars and 00/100 Cents ($272,786.00)** ("Loan"). This Loan shall be in the form of a Deferred Payment Loan for the term of twenty (20) years from the date of this Loan Agreement. The Deferred Payment Loan shall be at zero percent (0%) interest for the twenty (20) year period and shall be repayable in full at the end of the twenty (20) year period. Funds shall be used for the rehabilitation of twenty (20) residential units of multi-family housing located at 530 North Martin Luther King Boulevard, Lexington, Fayette County,

Kentucky 40508 ("Project"). The number of HOME-ARP funded units is three (3).

1.02 Owner acknowledges and agrees to remain fully and solely liable for the repayment of the Loan to the Government, pursuant to the terms and conditions of this Agreement and the Mortgage Note executed in connection herewith. The affordability period is twenty (20) years and begins on the day that the HUD's Integrated Disbursement and Information System (IDIS) accepts and records the Completion report required by HUD regulations. Repayment of funds does not affect the period of affordability.

1.03 During the term of this Loan, the Owner shall make no payments of principal provided Owner complies with all of the terms and conditions of this HOME-ARP Agreement, Declaration of Restrictive Covenants, Mortgage Note and Mortgage of even date herewith.

1.04 All sums borrowed hereunder shall be used solely and exclusively for the Project that is further described as the rehabilitation of residential rental property located at 530 North Martin Luther King Boulevard, Lexington, Fayette County, Kentucky 40508, for rent to low-income persons and/or households or for other eligible costs as set forth in 24 CFR 92.2.

1.05 No loan shall be made hereunder unless and until Owner supplies to Government the following documentation:

- Plans and Specifications for the Project
- Copy of Development Agreement and Development Team
- Final Sources and Uses of Funds
- Commitment letters with all terms and conditions for all mortgages, grants, subordination agreements, bridge loans and investment tax credits
- Copy of the Partnership Agreement
- Closing Statement for Purchase of Property
- Construction Cost Estimate
- Construction Contract
- Documentation on syndication costs
- Twenty (20) Year Operating Proforma for the Project
- Documentation that no excess federal funds are in the project

1.06 Upon request, Owner shall provide supporting documentation for all other costs as specified in the Sources and Uses of Funds statement. Government consents to the following loans to the Owner in connection with the Project: a first Mortgage loan in favor of Lexington-Fayette Urban County Government, through its Office of Affordable Housing, in the amount of One Million Three Hundred Fourteen Thousand Four Hundred Eighty Seven Dollars and 00/100 Cents ($1,314,487) ("AHF Loan") (hereinafter the "Permitted Encumbrance(s)"). This Loan shall be in all respects subordinate to the Permitted Encumbrances.

1.07 No loan shall be made hereunder unless and until Owner has delivered to Government a note in the amount of **Two Hundred Seventy Two Thousand Seven Hundred Eighty Six Dollars and 00/100 Cents ($272,786.00)** and a mortgage securing said note, all within one (1) year of the date of this HOME-ARP Agreement for the purpose of securing the Loan made hereunder, which mortgage shall be upon the real property located at 530 North Martin Luther King, Lexington, Fayette

County, Kentucky 40508, together with all buildings and other structures now or hereafter erected or installed and all fixtures now or hereafter attached to or used in, or in the operation of any such lands, buildings and structures which are necessary to complete use and occupancy of such buildings or structures for the purposes for which they were or are to be erected or installed. To the extent permitted by law, all personal property described in the subordinate mortgage shall be deemed to be fixtures and part of the property. As to any part of personal property not permitted by law to be fixtures, the mortgage shall constitute a security agreement under the Uniform Commercial Code.

1.08 For a period of twenty (20) years from the date on which development of the Project is completed, established as the date the HUD's Integrated Disbursement and Information System (IDIS) accepts and records the Completion report, one hundred percent (100%) of the HOME-ARP (three (3) units) shall be rented to low-income and very low-income households. HOME-ARP units restricted to qualifying population below sixty percent (60%) of the median income for the community. Very low-income households are those households with adjusted gross incomes at or below fifty percent (50%) of the median income for the community. During this same twenty (20) year period, for projects of five (5) or more HOME-ARP units, twenty percent (20%) of the HOME-ARP units shall be rented to very low-income households except as otherwise set out herein in Section 1.11. Owner shall use the Section 8 Program definition of annual gross income (24 CFR 5.609).

1.09 For a period of twenty (20) years from the date on which development of the Project is completed, established as the date the HUD's Integrated Disbursement and Information System (IDIS) accepts and records the Completion report, Owner shall charge HOME rents in HOME-ARP units as established from time to time by HUD pursuant to any regulations promulgated by HUD or the Government. The rents so charged must include utility costs. The maximum allowable HOME rent must be reduced by a utility allowance approved by Government. The Utility Allowance must be approved by the Government prior to Lease-Up. Utility allowances approved by Government may vary as periodic adjustments are made. Should HUD revise these or other rent guidelines set out herein so as to permit Owner to adjust the rent charged, Owner must obtain the approval of the Government prior to adjusting rents and provide tenants with no less than thirty (30) days' written notice before adjustments are implemented.

1.10 The family size and the adjusted gross income for all tenants in HOME-ARP units must be determined at the time of initial occupancy and annually for a period of twenty (20) years from the date on which development of the Project is completed. Project is deemed to be completed on the date the HUD's Integrated Disbursement and Information System (IDIS) accepts and records the Completion report. Owner shall obtain and verify income and family size information from each qualifying household upon initial rent up and annually during the twenty (20) year affordability period. Owner shall provide information on family size, adjusted gross income and rent charged for all tenants in HOME-ARP units to the Government's Division of Grants and Special Programs within sixty (60) days after the initial rent up and the annual review date. Owner shall obtain and provide third party source documentation and must be submitted annually. Owner shall obtain any necessary releases from tenant to allow Government to independently verify the information provided.

1.11 For a period of twenty (20) years from the date on which development of the Project is completed, established as the date the HUD's Integrated Disbursement and Information System (IDIS) accepts and records the Completion report, Owner shall comply with the affirmative

marketing requirements established by the Government pursuant to 24 CFR 92.351(a). The Owner must adopt and follow written tenant selection policies and criteria that: (1) limit the housing to very low- income and low-income families; and (2) are reasonably related to the applicants' ability to perform the obligations of the lease (*i.e.*, to pay the rent, not to damage the housing; not to interfere with the rights and quiet enjoyment of other tenants). The Owner shall provide all information to the Government necessary to the monitoring of the Owner's marketing strategy to ensure compliance with this section.

1.12 ANNUAL REVIEW.

(a) The Owner shall, on an annual basis, during a period of twenty (20) years from the date on which development is completed, review the income, family size and exclusions of all tenants in HOME-ARP units and determine if any are over-income. Development is deemed to be completed on the date the HUD's Integrated Disbursement and Information System (IDIS) accepts and records the Completion report. An over-income tenant is a household with an adjusted gross income exceeding eighty percent (80%) of the median income for the community. Owner shall not evict over-income tenants based on income. Owner shall increase the rent of the HOME-ARP unit to thirty percent (30%) of the household's adjusted gross income. HOME-ARP units vacated by an over-income tenant must be rented to a qualifying household tenant during the twenty (20) year period, except tenants of HOME-ARP-assisted units that have been allocated low-income housing tax credits by a housing credit agency pursuant to Section 42 of the Internal Revenue Code of 1986 (26 U.S.C. 42) must pay rent governed by Section 42. HOME-ARP units vacated by an over-income tenant must be rented to an income-eligible tenant for the duration of these covenants.

(b) should the adjusted gross income of a very low-income tenant renting a unit at the low HOME rate increase to greater than fifty percent (50%) of the median for the community but less than eighty percent (80%) of the median for the community during the term of the tenancy and during the twenty (20) year period from the date on which development of the Project is completed, the Owner shall set the rent limits for qualifying household for the duration of the tenancy. The Project is deemed to be completed on the date the initial tenant surveys are verified. Owner shall not evict such a tenant on the basis of the increase of the adjusted gross income. The next vacancy shall be rented to a qualifying household whose income is at or below fifty percent (50%) of the area median income at a rent no higher than the established HUD HOME-ARP rent limits.

1.13 During the twenty (20) year period of affordability, the Owner shall permit the Government, its employees, and its consultants access to all of its financial records so that Government can make a determination of the continued financial viability of the Project.

1.14 No loan shall be made hereunder unless and until all necessary parties execute deed restrictions or other covenants to limit the use of the property in conformance with the terms of the eligibility and affordability provisions of the HOME-ARP of the HUD. Such instrument shall be fully and properly executed by the Owner, shall be in recordable form, and shall become a covenant which runs with the land. Such restrictions or covenants shall be made a part of any instrument, executed subsequent to this Loan Agreement and the Mortgage Note and Mortgage referenced herein, conveying any interest in said property.

1.15 The Owner shall construct all units in the Project in accordance with the Kentucky Building Code, as amended, and all applicable State and local codes, ordinances, and zoning requirements. The housing must meet the accessibility requirements of 24 CFR part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) implemented at 28 CFR parts 35 and 36, as applicable. Covered multifamily dwellings, as defined at 24 CFR 100.201, must also meet the design and construction requirements at 24 CFR 100.205, which implements the Fair Housing Act (42 U.S.C. 3601-3619). Construction contract(s) and construction documents must describe the work to be undertaken in adequate detail so that inspections can be conducted. The Owner shall be responsible for construction inspections and shall provide copies of all inspections to the Government. The Government shall also inspect for work in progress and shall make a final inspection.

1.16 The Owner shall maintain all units within a building containing a unit receiving a HOME subsidy in good condition and repair in accordance with Chapter 12.1 of the Code of Ordinances of the Lexington-Fayette Urban County Government, as amended, for the full twenty (20) year term of this Loan. Owner shall not remove or demolish any portion of any unit. Owner shall complete or restore promptly and in good workmanlike manner any unit which may be constructed, damaged or destroyed to the extent insurance proceeds are actually received and to pay when due all claims for labor performed and materials furnished. Owner shall not create, permit or suffer to be created or to exist any claims or liens for the labor or materials supplied for the development of the units set out herein. Owner will comply with all laws affecting said project and will not commit or permit any waste thereon or commit or permit any act thereon in violation of law.

Government may conduct inspections of units annually for purposes of determining Owner's compliance with maintenance requirements during the twenty (20) year period of affordability. Upon written notification of violations of maintenance requirements, Owner shall make corrections within 60 days.

1.17 Except for such interests in the real property as may be conveyed, assigned or otherwise transferred by Owner in connection with the Permitted Encumbrances, the Owner shall not transfer any interest in the real property described herein in any manner or through any document or instrument of any kind during the term of the Loan without the consent of the Government. Notwithstanding anything to the contrary herein, any transfers of partnership or ownership interests in the Owner are expressly permitted and shall not constitute a default hereunder.

1.18 The Loan set out herein may be assumed by an individual or entity capable and able to enter into enforceable contracts, agreements or other loan documents as may be required to ensure compliance with the requirements and intent of the HOME-ARP upon the prior written consent of the Government's Division of Grants and Special Programs, which consent shall not be unreasonably withheld or delayed.

1.19 Any lease entered into between Owner and a tenant shall require the tenant to provide information as to family size and income as set out herein. Non-renewable leases shall not be utilized. The lease shall be in conformance with the Uniform Residential Landlord and Tenant Act to the extent the Uniform Residential Landlord and Tenant Act is applicable to Owner and the requirements of 24

CFR 92.253. Leases for the HOME-ARP units shall be submitted to the Government for approval prior to execution. The requirements set forth in this paragraph shall be in effect for a period of twenty (20) years from the date on which development of the project is completed.

1.20 The real property and improvements described herein shall be residential rental units and related administrative offices and common areas for the full twenty (20) year term of the loan. Owner shall not convert the units to condominium ownership or any form of cooperative ownership during the twenty (20) year term of the Loan, without the prior written consent of the Government.

1.21 The Owner shall provide, maintain and deliver to the Government evidence of all risk, fire and extended coverage insurance satisfactory to the Government in the order and amount of the Mortgage Note hereby secured, and each policy must include a loss payable clause in favor of the Government as a beneficiary and without right of cancellation or change except upon thirty (30) days' written notice to the Government; the Owner shall assign to the Government any award of damages, or portion thereof, in connection with any condemnation for public use or injury to this property in the same manner and with the same effect as provided for payment of proceeds of fire and other insurance, said award or damages not to exceed the amount secured by the Mortgage Note and to the extent not assigned to the holder of any prior or superior mortgage on this property.

1.22 The Owner shall pay all taxes, legal assessments, water rates, utilities, special assessments or other charges when the same shall become due and without delinquency, and shall not permit any liens to be imposed on this property by any reason of delinquency.

1.23 The Owner shall not seek relief under the bankruptcy laws or declare insolvency, make assignments for the benefit of its creditors or be placed in receivership.

1.24 The Owner shall act in conformity with the requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR Part 100 *et seq.*; Equal Opportunity in Housing (Executive Order 11063, as amended by Executive Order 12259 [3 CFR, 1959-1963 Comp., p 652 and 3 CFR, 1980 Comp., p 307] and implementing regulations at 24 CFR part 107); and Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. 2000d *et seq.*) regarding Nondiscrimination in Federally Assisted Programs and implementing regulations issued at 24 CFR part 1. The Owner shall not discriminate against prospective tenants on the basis of race, color, national origin, religion, sex, familial status or disability. The Owner shall also comply with the provisions of the Violence Against Women Act ("VAWA"), as amended in March 2013.

1.25 The Owner shall act in conformity with the Age Discrimination Act of 1975, (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR Part 146.

1.26 The Owner shall act in conformity with the Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 205, 201, 218, and 225) which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services and telecommunications; the Fair Housing Act (42 U.S.C. 3601-19) as implemented by 24 CFR 100.205; and Section 504 of the Rehabilitation Act of 1973 prohibiting discrimination in federally assisted programs on the basis of handicap (29 U.S.C. 791 *et seq.*) and implementing regulations at 24 CFR part 8.

1.27 The Owner shall comply with the requirements of Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971-1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) concerning the use of Minority Business Enterprises; Executive Order 12432 (3 CFR, 1983 Comp., p. 198) regarding Minority Enterprise Development; and, Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR , 1987 Comp., p. 245) regarding Women's Business Enterprises. The Owner shall require its contractors and subcontractors to provide disadvantaged business enterprises with opportunities to participate in the project to ensure equal opportunity for socially and economically disadvantaged small businesses.

1.28 Owner and Government acknowledge that all laborers and mechanics, etc., employed in the construction of any project containing twelve (12) or more dwelling units and assisted with HOME-ARP funds, whether employed by Owner, contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. Section 276(A)-7). The Owner 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.*). Owner agrees that it will be responsible for compliance with these regulations and shall provide Government with evidence of compliance upon request.

1.29 REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT". The Owner and/or his Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934, (48 Stat. 948; 62 Stat. 862; title 18 U.S.C. section 874; and title 40 U.S.C. section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontractor's contract to insure compliance therewith by all subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

1.30 The Owner shall require all of its contractors and subcontractors to certify that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federally funded activities.

1.31 The Owner shall comply with the "Lead Based Paint Poisoning Prevention Act of 1971" and HUD Regulations 24 CFR 35 and Section 8 Conforming Rule at 24 CFR 982.401(j). All interior and exterior paints, enamels, finishes, and/or primers used on any surfaces of housing and its environs shall not contain more than .06 of 1 percent of lead by weight (calculated as lead metal) in the total non-volatile content of liquid paints.

1.32 To assure and protect its rights under this Loan, the Government shall have right of access and inspection of the Project at reasonable times and with reasonable notice to the Owner.

1.33 The Owner shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or handicap. The Owner shall state in all solicitations and advertisements for employees placed by or on behalf of Owner that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, sex, age, national origin, or handicap.

1.34 The Owner shall act in conformity with the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970" (42 U.S.C. 4201-4655) and 49 CFR part 24 pertaining to the acquisition of real property and relocation assistance for displaced persons. The Owner shall provide all information to the Government necessary to the monitoring of the Owner's marketing strategy to ensure compliance with this section, as if said policy were fully set out herein in writing.

1.35 The Owner shall comply with the conflict of interest provisions in 24 CFR 84.42 regarding written standards governing the performance of its officers, employees, and agents engaged in awarding and administering contracts.

1.36 In accordance with section 2-33 of the Code of Ordinances of the Lexington-Fayette Urban County Government, the Owner shall ensure that projects being assisted with HOME-ARP funds pursuant to this agreement shall be made available without regard to actual or perceived sexual orientation, gender identity or marital status of any applicant or prospective tenant. Neither Owner nor any of its agents will inquire about the sexual orientation or gender identity of any applicant or prospective tenant.

1.37 The Owner shall comply with the Violence Against Women Act (VAWA) requirements set forth in 24 CFR §5.2005, specifically protections for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, including but not limited to, providing notification of occupancy rights, constructing lease terms of assistance for victims, and providing emergency transfer plans.

1.38 **SOURCE AND USES OF FUNDS.** HOME-ARP funds provided to the Owner hereunder shall be used only for eligible project costs in accordance with the HOME-ARP regulations at 24 CFR 92.206. The specific Sources and Uses of Funds must be delivered to and approved by the Government prior to the delivering of a mortgage and note.

1.39 Changes in the Project work requested by the Owner, for any reason whatsoever must be submitted in writing, properly itemized and supported by sufficient substantiating data to be evaluated and certified by the Division of Grants and Special Programs. The Government will issue a written authorization for such changes and no such modification shall be made without a written agreement signed by the Owner and the Government.

1.40 **TIME OF COMPLETION.** The Owner agrees to complete the development covered by this Agreement on or before **January 1, 2027**, unless the time for completion is extended in writing by the Government. All HOME-ARP units shall be occupied by eligible tenants within six (6) months of completion of development. The Owner shall submit a marketing plan to the Government if it fails to lease units within six (6) months of completion of development. If HOME-ARP units are not occupied by eligible tenants within eighteen (18) months of completion of development, Owners shall repay all HOME-ARP funds that Owners have received under this Agreement, less pro-rated amount for occupied units.

Time is of the essence, and it is agreed that if all development work is not completed in the time specified for completion and stated herein that it may result in the Government withdrawing funds which have been made available under this Agreement.

1.41 PROGRESS PAYMENTS. The Government shall disburse loan proceeds from time to time as the work progresses, as requested by the Owner, but not more frequently than once a month. At no time will the total number of payments exceed twelve (12). At the Government's request, lien releases, A1A application and certificate of payment, schedule of completion, shall be submitted with each request for progress payments. Payments are based upon percentage of work complete at time of request.

No progress payment shall exceed ninety percent (90%) of the value of work in place, as estimated by an inspection by the Government less the aggregate of previous payments. The remaining ten percent (10%) shall be held by the Government as retainage. All remaining retainage held will be included in the final payment to the Owner.

1.42 ACCEPTANCE AND FINAL PAYMENT. Upon receipt of notice that the development is ready for final inspection and acceptance, the Government shall promptly make such inspection within five (5) days of receipt of such notice; and when it finds the development acceptable under this Agreement and the Agreement fully performed, shall authorize the payment to the Owner and/or his Contractor the final progress payment which shall be the entire balance then due to Owner and/or his Contractor. Before the Owner and/or his Contractor shall be paid in full, however, he shall submit evidence satisfactory to the Government that all payrolls, materials, bills, and other indebtedness connected with the work have been paid and the Owner and/or his Contractor shall provide satisfactory releases of liens or claims for liens by any Contractors, Subcontractors, Laborers and material suppliers.

Prior to final payment, the Owner will provide a satisfactory summary of all project expenses to document that the additional funds expended by the Owner for development equaled or exceeded the amount so specified in the approved Sources and Uses of Funds. Should the Owner's actual and final share of total project expenses be less than the amount specified in the approved Sources and Uses of Funds, then the Owner will repay to the Government, or have HOME-ARP funds withheld in an amount sufficient to reduce the Government's HOME-ARP Deferred Loan amount to a sum no greater than the amount needed for HOME-ARP gap financing.

Prior to final payment, the Owner shall provide: a post construction appraisal; copies of all Lexington-Fayette Urban County Government Division of Building Inspection reports, including Certificate of Occupancy, Final Sources and Uses of Funds; leases; HOME-ARP Annual Certification Report; completed tenant-funded utilities form(s); and, the final report of contractors/subcontractors employed on the project, with Federal Employer Identification Numbers/Social Security numbers, complete mailing addresses, type of trade/skill, total contract dollar amount, and indication of Disadvantaged Business Enterprise status, specifically women-owned and/or race/ethnicity categories (Alaskan Native/American Indian, Asian or Pacific Islander, Black Non-Hispanic, Hispanic, or White/Non-Hispanic). Owner shall also provide written report on all efforts made by its contractor and subcontractors to comply with Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) Section 3 regulations at 24 CFR Part 75.

1.43 REPORTING. The Owner agrees to provide any reports and information as required by the Participating Jurisdiction. The Owner shall provide after the 10th of each calendar quarter the number of homeless and not homeless households assisted with supportive services and housing

counseling, including race and ethnicity, household size, and household type of the household assisted. The Owner shall be responsible for providing the following data: the number of affordable units developed, size of units (number of bedrooms), years of affordability, the number of units meeting Energy Star standards, the number of units made fully accessible under Section 504 accessibility standards, and the number of units occupied by elderly households (either the head or co-head is age 62 or older). The Owner shall also provide an annual report on the number of persons that applied for tenancy but were not served to include race, ethnicity, and single-headed households, both male and female. The owner shall provide copies of financial statements to enable the Participating Jurisdiction to determine the financial condition and continued financial viability of the project. In addition, an annual report shall also provide the following information about the employees of the Owner's organization: race, ethnicity, national origin, age, gender, and disability. The Owner shall provide on the 15th day after the end of each calendar quarter, the number homeless and not homeless households assisted with supportive services and counseling, including the race and ethnicity, household size, and household type of households assisted. The annual report shall be submitted to the Participating Jurisdiction no later than thirty days after the end of the Participating Jurisdiction's fiscal year. Annual reports shall be submitted throughout the twenty (20) year period of affordability.

1.44 SUPPORTIVE SERVICES. The Borrower agrees to partner with Lexington Rescue Mission, The Nest-Center for Women, Children and Families, AVOL Lexington and Lexington Share Center to provide supportive services and use the Continuum of Care's Coordinated Entry By-Name List to identify qualifying population. The Owner will provide three (3) units of permanent housing to the defined qualifying population. The Owner will update its Administrative Plan to give these applicants a waiting list preference.

The Owner also agrees to provide under the McKinney-Vento Supportive Services and Homeless Prevention Services the following:

- Assist homelessness to find housing and help with one-time financial assistance.
- Case Manager will assist clients without income with applying for rental assistance, obtaining benefits (SNAP, Medicaid, etc.).
- Provide Service Referrals for counseling and legal advocacy, parenting and family assistance for basic human needs.
- Housing search and counseling services to include compliance with rental lease agreements, securing utilities, credit counseling and money management.
- Outpatient health services to include information to access to health care.

SECTION 2: MISCELLANEOUS

2.01 INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS. No member of or delegate to the Congress of the United States and no resident commissioner shall be admitted to any share or part of this Agreement or to any benefits to arise from same, provided that the foregoing provision of this Section shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

No officer, employee or member of the governing body of the Government who exercises any functions or responsibilities in connection with the carrying out of the project to which this Agreement

pertains shall have any private interest, direct or indirect, in this Agreement.

2.02 The Owner shall act in conformity with the federal prohibition regarding the employment of, awarding contracts to, or otherwise engaging the services of any contractor, owner, or subcontractor during any period of debarment, suspension or placement of ineligibility status.

2.03 **EXECUTIVE ORDER 11246.** The Owner shall comply with the provisions of Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) concerning Equal Employment Opportunity Programs and implementing regulations at 41 CFR Chapter 60.

2.04 The Owner shall comply with the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) Section 3 Clause and implementing regulations at 24 CFR part 75.

The Owner and/or his Contractor agrees to abide by the Section 3 requirements as set forth above and will also cause this section to be inserted in any subcontracts entered into with third parties for work covered by this Agreement.

2.05 The Owner agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, insofar as they apply to the performance of the contract.

2.06 The Owner agrees to defend, indemnify, and hold Government harmless from any and all losses or claims of whatever kind, that are in any way incidental to, or connected with, or that arise or allege to have arisen, directly or indirectly, in whole or in part, from the execution, performance, or breach of this Agreement by Owner, including any environmental problems, including, without limitation, soil and/or water contamination, and remedial investigations and feasibility studies thereof, which exist at or prior to the Agreement commencement date, regardless of when such losses or claims are made or incurred. This Indemnity Provision shall in no way be limited by any financial responsibility, or loss control requirements below, and shall survive the termination of this Agreement.

For the purposes of this Indemnity Provision:

(a) The word "defend" includes, but is not limited to, investigating, handling, responding to, resisting, providing a defense for, and defending claims, at Owner's expense, using attorneys approved in writing by Government, which approval shall not be unreasonably withheld.

(b) The word "claims" includes, but is not limited to, claims, demands, liens, suits, notices of violation from Governmental agencies, and other causes of action of whatever kind.

(c) The word "losses" includes, but is not limited to: attorney fees and expenses; costs of litigation; court or administrative costs; 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 Owner and

Government, and damage to, or destruction of, any property, including the property of Government.

2.07 **ACCESS TO RECORDS.** The Secretary and the Inspector General of HUD, the Comptroller General of the United States of America, and the Mayor of the Government, or any of their duly authorized representatives, shall have access to all books, accounts, reports, files, and other papers or property of the Owner and the Owner pertaining to this Loan and related development for the purpose of making surveys, audits, examinations, excerpts, and transcripts.

SECTION 3: DEFAULT

3.01 If within one year from the date of completion of the development of the Project, Owner breaches any of the provisions of this Agreement, such shall be considered a default and the full amount of the disbursed amount of the Deferred Payment Loan, plus fifteen percent (15%) of that full amount, shall be immediately due and payable; provided, before the Government may accelerate any amount due under the Deferred Payment Loan or take advantage of any other remedies, Owner shall have a thirty (30) day grace period from receipt of written notice of the fault to cure such default.

3.02 If during the second through the end of the twentieth (20^{th}) year of the Deferred Payment Loan, the Owner breaches any of the provisions of this Agreement, such shall be considered a default and the full disbursed amount of the Deferred Payment Loan shall be immediately due and payable; provided, before the Government may accelerate any amount due under the Deferred Payment Loan or take advantage of any other remedies, Owner shall have a thirty (30) day grace period from receipt of written notice of the default to cure such default.

3.03 Any forbearance by the Government with respect to any of the terms and conditions of this Loan in no way constitutes a waiver of any of the Government's rights or privileges granted hereunder.

3.04 In the event of default by the Owner, the Government may take such measures as may be lawful to it for the recovery of indebtedness and including, but not limited to, foreclosure and sale of the Owner's rights in the Project and/or the assignment and collection of the rents and profits of the Project.

3.05 Owner acknowledge that any default on a superior lien or any initiation of a foreclosure based on any lien shall be a default under this Loan Agreement and that the amount immediately due and payable as a result of such a default shall be governed by Section 3.01 and Section 3.02 of this Agreement.

3.06 If an event of default occurs under the terms of any documents executed in connection with this HOME-ARP Agreement or any other document executed in connection herewith (collectively, the "Loan Documents"), prior to exercising any right or remedy thereunder, Government shall give Owner written notice of such default. If the default is reasonably capable of being cured within thirty (30) days, Owner shall have thirty (30) days (or such longer period of time as may be specified in the Loan Documents) to effect a cure prior to the exercise by Government of any rights or remedies under the Loan Documents. If the default is such that it is not reasonably capable of being cured within thirty (30) days or such longer period if so specified, and if Owner (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible,

then Borrower shall have such additional time as is reasonably necessary to cure the default prior to the exercise of any rights or remedies by Lender.

SECTION 4: MISCELLANEOUS

4.01 Notwithstanding anything to the contrary contained herein, the covenants and agreements contained in Sections 1 through 3 shall survive the closing.

4.02 Invalidation of any one of these provisions by judgment or Court order shall not affect any other provisions which shall remain in effect.

4.03 This instrument, with documents described herein, constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this Contract at Lexington, Kentucky, the day and year first above written.

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SIGNATURE PAGES TO FOLLOW

SIGNATURE PAGE - LFUCG

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
By: Linda Gorton
Its: Mayor

By: _____
Linda Gorton, Mayor

COMMONWEALTH OF KENTUCKY)
) SCT
COUNTY OF FAYETTE)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this the _____ day of July, 2024, by Linda Gorton, as Mayor of the Lexington-Fayette Urban County Government.

_____
Notary Public, State At Large, Kentucky
My Commission Expires: _____
Commission Number: _____

ATTEST:

_____
Clerk, Urban County Council

SIGNATURE PAGE - OWNER

QURESHI DEVELOPMENT GROUP, LLC
By: Hera Qureshi
Its: Managing Member

By: _____
Hera Qureshi, Managing Member

COMMONWEALTH OF KENTUCKY)
) SCT
COUNTY OF FAYETTE)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this the _____ day of July, 2024, by Hera Qureshi, Managing Member of Qureshi Development Group, LLC.

_____
Notary Public, State At Large, Kentucky
My Commission Expires: _____
Commission Number: _____

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF GRANTS AND SPECIAL PROGRAMS
HOME DEFERRED PROMISSORY NOTE

$1,140,728.00 **July _____, 2024**

FOR VALUE RECEIVED, the undersigned, **QURESHI DEVELOPMENT GROUP, LLC**, a Kentucky limited liability company, 991 Star Shoot Parkway, Lexington, Kentucky 40509 ("Borrower"), does hereby promise and agree to pay to the order of the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes, 200 East Main Street, Lexington, Kentucky 40507, its successors or assigns ("Government"), through its Division of Grants and Special Programs, the principal sum of **One Million One Hundred Forty Thousand Seven Hundred Twenty Eight Dollars and 00/100 Cents ($1,140,728.00)** in lawful money of the United States, with interest at the rate of zero percent (0%) per annum, from August 1, 2024, until August 1, 2044, the date upon which the unpaid principal balance and all accrued but unpaid interest shall be due and payable.

LOAN CONDITIONS:

1. This Note evidences a Loan by the Government to the Borrower for the exclusive purpose of rehabilitating residential rental property containing twenty (20) dwelling unit(s) located at 530 North Martin Luther King Boulevard, Lexington, Fayette County, Kentucky 40508, under the name of MLK Apartments ("Project") in the manner set out in the HOME Loan Agreement of even date herewith, by and between Borrower and the Government ("Agreement") and the monies so provided shall be used solely for such purpose.

2. No principal or interest payments will be required during the term of the indebtedness as long as the Borrower complies with all terms and conditions of this Note, the Mortgage of even date herewith, and the Loan Agreement (collectively, the "Loan Documents") between the Borrower and the Government. The Mortgage and the Loan Agreement are incorporated herein by reference and made a part hereof.

3. This Note is a draw note for rehabilitation purposes and disbursements of principal hereunder shall be made to Borrower upon its delivery of invoices, or other evidence satisfactory to the Government, related to rehabilitation costs of the Project and supporting the amount requested.

4. If within one (1) year from the date of completion of the construction of the Project, said date established as the date of the final progress payment to Borrower, Borrower breaches any of the provisions of this Note or the Loan Agreement or the Mortgage, such shall be considered an event of default and the full disbursed amount of the Loan, plus fifteen per cent (15%) of that full amount, shall be immediately due and payable; provided, before the Government may accelerate any amount due under the Loan or take advantage of any other remedies, Borrower shall have a thirty (30) day grace period from receipt of written notice of default to cure such default.

5. If during the second through the twentieth (20^{th}) year of the Loan the Borrower breaches any of the provisions of this Note or the Agreement or the Mortgage, such shall be considered an event of default and the fully disbursed amount of the Loan, plus twelve per cent (12%) of that amount, shall be immediately due and payable; provided, before the Government may accelerate any amount due under the Loan or take advantage of any other remedies, Borrower shall have a thirty (30) day grace period from receipt of written notice of default to cure such default.

6. Any default on a superior lien encumbering the Project or any initiation of a foreclosure based on any lien encumbering the Project shall be an event of default under this Note and the Loan Agreement and the Mortgage and the full disbursed amount of the Loan, plus twelve per cent (12%) of that full amount, shall be immediately due and payable.

7. The Loan evidenced by this Note may be assumed by an individual or entity capable and able to enter into enforceable contracts, agreements or other loan documents as may be required to ensure compliance with the requirements and intent of the HOME Program upon the prior written consent of the Government, which consent shall not be unreasonably withheld or delayed.

8. This Note shall be the joint and several obligation of all makers, co-makers, endorsers, sureties and guarantors and shall be binding upon them and their successors, heirs or assigns and each waives demand, presentment and protest and notice of dishonor, and agree in case of any default to pay all costs of collection, including reasonable attorney fees and legal expenses.

9. Except as otherwise provided in this Paragraph, Borrower shall have no personal liability under this Note or any of the other the Loan Documents for the repayment of the amount due and owing hereunder (the "Indebtedness") or for the performance of any other obligations of Borrower under the Loan Documents, and the Government's only recourse for the satisfaction of the Indebtedness and the performance of such obligations shall be the Government's exercise of its rights and remedies with respect to the Mortgaged Property (as such term is defined in the Mortgage of even date herewith) and any other collateral held by the Government as security for the Indebtedness. This limitation on Borrower's liability shall not limit or impair the Government's enforcement of its rights against any guarantor of the Indebtedness or any guarantor of any obligations of Borrower.

Borrower shall be personally liable to the Government for the repayment of a portion of the Indebtedness equal to any loss or damage suffered by the Government as a result of:

(a) failure of Borrower to pay to Lender upon demand after default under any of the Loan Documents, which, with the passage of time or the giving of notice or both shall constitute a default (an "Event of Default"), all rents to which the Government is entitled under the Mortgage and the amount of all security deposits collected by Borrower from tenants then in residence;

(b) failure of Borrower to apply all insurance proceeds and condemnation proceeds as required by the Mortgage;

(c) fraud or written material misrepresentation by Borrower, the Borrower's Key Principal, or any officer, director, partner, member or employee of Borrower in connection with the application for or creation of the Indebtedness or any request for any action or consent by the Government;

(d) failure to apply rents, first, to the payment of reasonable operating expenses (other than property management fees that are not currently payable pursuant to the terms of any agreement with the Government executed in connection with the Loan) and then to debt service amounts, except that Borrower will not be personally liable (1) to the extent that Borrower lacks the legal right to direct the disbursement of such sums because of a bankruptcy, receivership or similar judicial proceeding, or (2) with respect to rents that are distributed in any calendar year if Borrower has paid all operating expenses and debt service amounts for that calendar year.

Borrower shall become personally liable to the Government for the repayment of all of the Indebtedness upon the occurrence of any of the following Events of Default:

a) Borrower's acquisition of any property or operation of any business not permitted by the Mortgage;

(b) a transfer that is an Event of Default under the Mortgage;

(c) the occurrence of a Bankruptcy Event (but only if the Bankruptcy Event occurs with the consent, encouragement or active participation of Borrower, Key Principal or any Borrower Affiliate). As used herein, "Bankruptcy Event" shall mean (1) a voluntary insolvency or bankruptcy proceeding or (2) an involuntary insolvency or bankruptcy proceeding which is (i) commenced by the Borrower, the Borrower's Key Principal or any person or entity controlling or under common control with such parties (the "Borrowing Group") or (ii) in which any member of the Borrowing Group objects to a motion by the Government for relief from any stay or injunction from the foreclosure of the Mortgage or any other remedial action permitted under the Note, the Mortgage or any of the other Loan Documents.

To the extent that Borrower has personal liability under Paragraph 9, the Government may exercise its rights against Borrower personally without regard to whether the Government has exercised any rights against the Mortgaged Property or any other security, or pursued any rights against any guarantor, or pursued any other rights available to the Government under this Note, the Mortgage, any other Loan Document or applicable law. For purposes of this Paragraph, the term "Mortgaged Property" shall not include any funds that (1) have been applied by Borrower as required or permitted by the Mortgage prior to the occurrence of an Event of Default, or (2) Borrower was unable to apply as required or permitted by the Mortgage because of a bankruptcy, receivership, or similar judicial proceeding.

10. The indebtedness evidenced by this Note is secured by a Mortgage of even date herewith in favor of the Government on real property , which will be recorded in the Office of the Fayette County Clerk, and reference is made to said instrument for rights as to acceleration of the indebtedness evidenced by this Note.

11. Invalidation of any one of these provisions by judgment or Court order shall not affect any other provisions of this Note, which provisions shall remain in effect.

12. The undersigned may only prepay the principal amount outstanding in whole or in part at any time without penalty after first receiving the written consent of all Senior Lenders as identified and defined in the Loan Agreement.

IN WITNESS WHEREOF, the parties have executed this Note on the day and year first above written.

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SIGNATURE PAGE TO FOLLOW

SIGNATURE PAGE – BORROWER

QURESHI DEVELOPMENT GROUP, LLC
By: Hera Qureshi
Its: Managing Member

By: _____
Hera Qureshi, Managing Member

COMMONWEALTH OF KENTUCKY)
) SCT
COUNTY OF FAYETTE)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this the _____ day of July, 2024, by Hera Qureshi, Managing Member of Qureshi Development Group, LLC.

_____
Notary Public, State At Large, Kentucky
My Commission Expires: _____
Commission Number: _____

DUE DATE: AUGUST 1, 2044

PROPERTY ADDRESS: 530 North Martin Luther King Boulevard, Lexington, Fayette County, Kentucky 40508

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF GRANTS AND SPECIAL PROGRAMS
HOME-ARP DEFERRED PROMISSORY NOTE

$272,786.00 **July _____, 2024**

FOR VALUE RECEIVED, the undersigned, **QURESHI DEVELOPMENT GROUP, LLC**, a Kentucky limited liability company, 991 Star Shoot Parkway, Lexington, Kentucky 40509, ("Borrower"), does hereby promise and agree to pay to the order of the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes, 200 East Main Street, Lexington, Fayette County, Kentucky 40507, its successors or assigns, through its Division of Grants and Special Programs ("Government"), the principal sum of **Two Hundred Seventy Two Thousand Seven Hundred Eighty Six Dollars and 00/100 Cents ($272,786.00)** in lawful money of the United States, with interest at the rate of zero percent (0%) per annum, amortized over twenty (20) years with the unpaid principal balance and all unpaid accrued interest due and payable on August 1, 2044 ("**Maturity Date**").

LOAN CONDITIONS:

1. This Note evidences a Loan by the Government to the Borrower for the exclusive purpose of rehabilitating residential rental property containing twenty (20) dwelling unit(s) located at 530 North Martin Luther King Boulevard, Lexington, Fayette County, Kentucky 40508, under the name of MLK Apartments ("Project") in the manner set out in the HOME-ARP Loan Agreement of even date herewith, by and between Borrower and the Government ("Agreement") and the monies so provided shall be used solely for such purpose.

2. No principal or interest payments will be required during the term of the indebtedness as long as the Borrower complies with all terms and conditions of this Note, the Mortgage of even date herewith, the Declaration of Restrictive Covenants, and the Loan Agreement (collectively, the "Loan Documents") between the Borrower and the Government. The Mortgage, the Declaration of Restrictive Covenants, and the Loan Agreement are incorporated herein by reference and made a part hereof.

3. This Note is a draw note for rehabilitation purposes and disbursements of principal hereunder shall be made to Borrower upon its delivery of invoices, or other evidence satisfactory to the Government, related to rehabilitation costs of the Project and supporting the amount requested.

4. If within one (1) year from the date of completion of the rehabilitation of the Project, said date established as the date of the final progress payment to Borrower, Borrower breaches any of the provisions of this Note or the Loan Agreement or the Mortgage or the Declaration of Restrictive Covenants, such shall be considered an event of default and the full disbursed amount of the Loan, plus fifteen per cent (15%) of that full amount, shall be immediately due and payable; provided, before the Government may accelerate any amount due under the Loan or take advantage of any other remedies, Borrower shall have a thirty (30) day grace period from

receipt of written notice of default to cure such default.

5. If during the second through twentieth (20^{th}) year of the Loan the Borrower breaches any of the provisions of this Note or the Agreement or the Mortgage, such shall be considered an event of default and the fully disbursed amount of the Loan, plus twelve per cent (12%) of that amount, shall be immediately due and payable; provided, before the Government may accelerate any amount due under the Loan or take advantage of any other remedies, Borrower shall have a thirty (30) day grace period from receipt of written notice of default to cure such default.

6. Any default on a superior lien encumbering the Project or any initiation of a foreclosure based on any lien encumbering the Project shall be an event of default under this Note and the Loan Agreement and the Mortgage and the full disbursed amount of the Loan, plus twelve per cent (12%) of that full amount, shall be immediately due and payable.

7. The Loan evidenced by this Note may be assumed by an individual or entity capable and able to enter into enforceable contracts, agreements or other loan documents as may be required to ensure compliance with the requirements and intent of the HOME-ARP Program upon the prior written consent of the Government, which consent shall not be unreasonably withheld or delayed.

8. This Note shall be the joint and several obligation of all makers, co-makers, endorsers, sureties and guarantors and shall be binding upon them and their successors, heirs or assigns and each waives demand, presentment and protest and notice of dishonor, and agree in case of any default to pay all costs of collection, including reasonable attorney fees and legal expenses.

9. Except as otherwise provided in this Paragraph, Borrower shall have no personal liability under this Note or any of the other Loan Documents for the repayment of the amount due and owing hereunder (the "Indebtedness") or for the performance of any other obligations of Borrower under the Loan Documents, and the Government's only recourse for the satisfaction of the Indebtedness and the performance of such obligations shall be the Government's exercise of its rights and remedies with respect to the Mortgaged Property (as such term is defined in the Mortgage of even date herewith) and any other collateral held by the Government as security for the Indebtedness. This limitation on Borrower's liability shall not limit or impair the Government's enforcement of its rights against any guarantor of the Indebtedness or any guarantor of any obligations of Borrower.

Borrower shall be personally liable to the Government for the repayment of a portion of the Indebtedness equal to any loss or damage suffered by the Government as a result of:

(a) failure of Borrower to pay to Lender upon demand after default under any of the Loan Documents, which, with the passage of time or the giving of notice or both shall constitute a default (an "Event of Default"), all rents to which the Government is entitled under the Mortgage and the amount of all security deposits collected by Borrower from tenants then in residence;

(b) failure of Borrower to apply all insurance proceeds and condemnation proceeds as required by the Mortgage;

(c) fraud or written material misrepresentation by Borrower, the Borrower's Key Principal, or any officer, director, partner, member or employee of Borrower in connection with the application for or creation of the Indebtedness or any request for any action or consent by the Government;

(d) failure to apply rents, first, to the payment of reasonable operating expenses (other than property management fees that are not currently payable pursuant to the terms of any agreement with the Government executed in connection with the Loan) and then to debt service amounts, except that Borrower will not be personally liable (1) to the extent that Borrower lacks the legal right to direct the disbursement of such sums because of a bankruptcy, receivership or similar judicial proceeding, or (2) with respect to rents that are distributed in any calendar year if Borrower has paid all operating expenses and debt service amounts for that calendar year.

Borrower shall become personally liable to the Government for the repayment of all of the Indebtedness upon the occurrence of any of the following Events of Default:

(a) Borrower's acquisition of any property or operation of any business not permitted by the Mortgage;

(b) a transfer that is an Event of Default under the Mortgage;

(c) the occurrence of a Bankruptcy Event (but only if the Bankruptcy Event occurs with the consent, encouragement or active participation of Borrower, Key Principal or any Borrower Affiliate). As used herein, "Bankruptcy Event" shall mean (1) a voluntary insolvency or bankruptcy proceeding or (2) an involuntary insolvency or bankruptcy proceeding which is (i) commenced by the Borrower, the Borrower's Key Principal or any person or entity controlling or under common control with such parties (the "Borrowing Group") or (ii) in which any member of the Borrowing Group objects to a motion by the Government for relief from any stay or injunction from the foreclosure of the Mortgage or any other remedial action permitted under the Note, the Mortgage or any of the other Loan Documents.

To the extent that Borrower has personal liability under Paragraph 9, the Government may exercise its rights against Borrower personally without regard to whether the Government has exercised any rights against the Mortgaged Property or any other security, or pursued any rights against any guarantor, or pursued any other rights available to the Government under this Note, the Mortgage, any other Loan Document or applicable law. For purposes of this Paragraph, the term "Mortgaged Property" shall not include any funds that (1) have been applied by Borrower as required or permitted by the Mortgage prior to the occurrence of an Event of Default, or (2) Borrower was unable to apply as required or permitted by the Mortgage because of a bankruptcy, receivership, or similar judicial proceeding.

10. The indebtedness evidenced by this Note is secured by a Mortgage of even date herewith in favor of the Government on real property, which will be recorded in the Office of the Fayette County Clerk, and reference is made to said instrument for rights as to acceleration of the indebtedness evidenced by this Note.

11. Invalidation of any one of these provisions by judgment or Court order shall not affect any other provisions of this Note, which provisions shall remain in effect.

12. The undersigned may only prepay the principal amount outstanding in whole or in part at any time without penalty after first receiving the written consent of all Senior Lenders as identified and defined in the Loan Agreement.

IN WITNESS WHEREOF, the parties have executed this Note on the day and year first above written.

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SIGNATURE PAGE TO FOLLOW

SIGNATURE PAGE – BORROWER

QURESHI DEVELOPMENT GROUP, LLC
By: Hera Qureshi
Its: Managing Member

By: _____
Hera Qureshi, Managing Member

COMMONWEALTH OF KENTUCKY)
) SCT
COUNTY OF FAYETTE)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this the _____ day of July, 2024, by Hera Qureshi, Managing Member of Qureshi Development Group, LLC.

_____
Notary Public, State At Large, Kentucky
My Commission Expires: _____
Commission Number: _____

DUE DATE: August 1, 2044

PROPERTY ADDRESS: 530 North Martin Luther King Boulevard, Lexington, Fayette County, Kentucky 40508

THIS INSTRUMENT PREPARED BY:

_____

Brittany Griffin Smith, Esq.
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
(859) 258-3500

RETURN TO:
Lexington-Fayette Urban County Government
Division of Grants and Special Programs
200 East Main Street, 6th Floor
Lexington, KY 40507

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF GRANTS AND SPECIAL PROGRAMS
SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTGAGE is made this _____ day of July, 2024, by and between **QURESHI DEVELOPMENT GROUP, LLC**, a Kentucky limited liability company, 991 Star Shoot Parkway, Lexington, Kentucky 40509 ("Mortgagor"), and the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes, 200 East Main Street, Lexington, Fayette County, Kentucky 40507, through its Division of Grants and Special Programs ("Lender").

W I T N E S S E T H:

WHEREAS, Mortgagor is the holder of an interest in that certain real estate located in Fayette County, Kentucky (more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference) (the "Property");

WHEREAS, the Lender, through its Division of Grants and Special Programs, has provided Mortgagor a loan for the rehabilitation of an existing church building on the property described herein as part of its HOME/HOME-ARP Program conducted pursuant to the HOME Investment Partnerships Program of the United States Department of Housing and Urban Development, and the Mortgagor is thereby justly indebted to the Lender for borrowed money in the principal sum of **One Million Four Hundred Thirteen Thousand Five Hundred Fourteen Dollars and 00/100 Cents ($1,413,514.00)** ("Loan"), to secure the payment of which Mortgagor has executed two (2) promissory notes ("Note(s)") of even date herewith, bearing interest at the rate of zero percent (0%) per annum, wherein the entire indebtedness evidenced by said Note(s), which if not sooner paid, is due and payable on **August 1, 2044 ("Maturity Date")**.

WHEREAS, Mortgagor and Owner have determined that it is to Mortgagor's and Owner's direct and indirect economic benefit that LFUCG make the Deferred Promissory Note(s) Mortgage

Loan to Mortgagor, and therefore have agreed to execute and deliver this Mortgage in order to secure repayment of the Loan.

NOW, THEREFORE, in consideration of the promises and to secure to the Lender the payment of the indebtedness evidenced by the Note(s) or so much thereof as may be advanced by the Lender, according to the terms of the Note(s), with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the faithful performance of all covenants, stipulations, and agreements set out herein and in the HOME-ARP and HOME Loan Agreements of even date herewith ("Agreement(s)"), and the Note(s) and the Declaration of Restrictive Covenants, Mortgagor does hereby mortgage, grant, assign and convey to Lender, forever, its rights, title and interest in the following described real property, situated and located in Fayette County, Kentucky, to wit:

See Legal Description in **Exhibit A**, attached hereto and incorporated by reference (hereinafter "Premises"), together with all rents, issues and profits therefrom (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues and profits until default hereunder), and all fixtures now or hereafter attached to or used in connection with the premises herein described (hereinafter "Mortgaged Property");

TO HAVE AND TO HOLD the Premises with the privileges and appurtenances thereunto belonging, and all rents, revenues, issues and profits therefrom, unto Lender, its successors and assigns, forever, for the uses and purposes herein expressed. Mortgagor covenants that Mortgagor is well seized of the Premises and each portion thereof, and has full right and power to grant, bargain, sell, convey, mortgage and warrant the Mortgagor's interest in the same in the manner and form written. Mortgagor represents and warrants to Lender that the granting of this Mortgage has been and is duly authorized. Mortgagor covenants that the Premises are free from all liens and encumbrances whatsoever, excepting; (i) the lien of general taxes not yet due and payable, easements and restrictions of record, and restrictions and zoning laws affecting the Premises, if any; (ii) Permitted Encumbrances (meaning those encumbrances defined in the HOME-ARP and HOME Agreements executed by the Mortgagor and Lender on even date herewith); and (iii) any leases as may now or hereafter affect any portion of the Premises. Mortgagor warrants and will defend the Premises, with the privileges and appurtenances thereunto belonging, to Lender, its successors and assigns forever, against all claims and demands whatsoever adverse to the interest of Lender, at Mortgagor's sole expense.

THIS MORTGAGE is given to secure: (a) payment of the Loan, same being evidenced by the Note(s) of even date herewith and any modifications, extensions or renewals thereof, executed and delivered by Mortgagor to Lender, and payment of interest thereon at the rate(s) and in the manner provided therein; the entire principal amount advanced and all interest thereon, if not sooner paid, being due and payable by Mortgagor on **August 1, 2044**, as more particularly described in the Note(s); and (b) payment by Mortgagor of its obligations to Lender of all sums expended or advanced by Lender pursuant to any provisions and performance of each and every of Lender's and Mortgagor's respective covenants, conditions and agreements contained in this Mortgage, the Note(s), the HOME and HOME-ARP Agreements, the Declaration of Restrictive Covenants, and any other instrument or agreement evidencing, securing or otherwise pertaining to the Loan (hereafter collectively, the "Loan Documents"). (Hereafter all references to the "Loan"

where appropriate shall include all advances made and expenses incurred by Lender pursuant to this Mortgage for the protection of the Premises and all other security for the Loan.)

AND MORTGAGOR HEREBY COVENANTS AND AGREES THAT:

1. Mortgagor agrees to pay the principal of and interest on the Loan evidenced by the Note(s) and secured hereby, to be paid at the times and in the manner provided in the Note(s).

2. Mortgagor will pay or will have paid all taxes, assessments, liens, judgments and other similar charges now or hereafter levied upon the Premises before the same become delinquent, and will promptly deliver to Lender, if requested, receipts of the proper officers therefor; Mortgagor's failure to pay or to have paid any such charges shall at Lender's election constitute an Event of Default hereunder. Or, at Lender's sole option in the event of delinquency, Lender may pay such delinquent taxes, assessments, and charges, including any penalties or interest thereon (of which payment, amount and validity thereof, the receipt of the proper officer shall be conclusive evidence) and any amount so paid by Lender shall become immediately due and payable by Mortgagor, shall be secured by this Mortgage and shall bear interest from date of advance until paid at an annual rate equal to twelve percent (12%).

3. Mortgagor hereby assigns to Lender all leases and rents, revenues, issues and profits of the Premises (whether or not payable under a lease) as further security for the payment of all amounts by Mortgagor and performance of all Mortgagor's obligations under the Loan Documents, and grants Lender the right to enter on the Premises for the purpose of collecting same, and to promote, manage and/or operate the Premises or any part thereof in such manner as Lender may elect, and to apply the revenues received therefrom, after payment of all necessary charges and expenses, to the obligations secured by this Mortgage, upon the occurrence and continuance of an Event of Default (as such term is defined in the Loan Documents). While this is a present assignment, Lender will not exercise its rights hereunder unless and until an Event of Default occurs and is continuing. Mortgagor shall, and hereby agrees that it will, indemnify Lender, its officers, agents and employees for and hold each of them harmless from any and all claims and demands whatsoever which may be asserted against Lender, its officers, agents or employees by reason of any actual or alleged undertakings or obligations on Lender's part to perform or discharge any terms, covenants or agreements relative to use or occupancy of the Premises or any part thereof or for waste committed or permitted on the Premises, or by reason of any actual or allegedly dangerous or defective condition or conditions of the Premises resulting in loss or injury to any lessee or to any other person, including Lender's reasonable costs and attorney's fees incurred by reason of any of the foregoing. Provided, that said obligation to indemnify Lender shall not apply to any loss, injury or damage caused by the gross negligence or willful misconduct of Lender, its officers, agents or employees.

4. Mortgagor, at its own expense, will maintain insurance coverage with admitted insurers authorized to do business in the Commonwealth of Kentucky against claims for bodily injury, personal injury, death or property damage occurring on, in or about the Premises or as a result of ownership of the improvements located on the Premises in amounts not less than as set forth in the HOME-ARP Agreement. Mortgagor further covenants to keep the improvements now existing or hereafter erected on or in the Premises insured against loss or damage by, or abatement

of rental income, resulting from fire and "all risk" perils. Mortgagor covenants to maintain flood insurance as required by the Flood Disaster Protection Act of 1973, as amended and any additional flood insurance required by Lender. All perils insured, with the exception of flood, shall be in an amount not less than the full replacement value of the property. Mortgagor agrees to promptly pay or have paid when due all premiums on such insurance and further agrees, if requested by Lender, to furnish a certificate from the company carrying such insurance acknowledging that such insurance is adequate in an amount to prevent the operation of any coinsurance provision contained therein. All such insurance shall be carried by companies approved by Lender in its reasonable discretion and, the policies and renewals thereof shall be deposited with and held by Lender. All policies of insurance required to be maintained by Mortgagor pursuant to this paragraph shall be reasonably satisfactory to the Lender, shall name as the insured parties Mortgagor and Lender, with a loss payable clause in favor of the Lender as a beneficiary and shall: (a) provide for the benefit of such holder or holders, that thirty (30) days' prior written notice of suspension, cancellation, termination, modification, non-renewal or lapse or material change of coverage shall be given to all insured parties and that such insurance shall be given to all insured parties and that such insurance shall not be invalidated by any act or neglect of Mortgagor or Lender or any owner of the Premises, including Ground Lessor, nor by any foreclosure or other proceedings or notices thereof relating to the Premises or any interest therein, nor by occupation of the Premises for purposes more hazardous than are permitted by such policy; and (b) not contain a provision relieving the insurer thereunder of liability for any loss by reason of the existence of other policies of insurance covering the Premises against the peril involved, whether collectible or not.

Copies of all such policies shall be delivered to Lender. In the event of Mortgagor's failure to comply with any of the requirements of this paragraph, same shall at Lender's option constitute an Event of Default hereunder. Or, Lender may, in its discretion, upon a default in payment of the premium for any such policy by the Mortgagor and the expiration of any cure period for such default, obtain any insurance required hereunder and pay the premiums due therefor, and any amounts so paid by Lender shall become immediately due and payable by Mortgagor with interest thereon at the rate of twelve percent (12 %), and same shall be secured by this Mortgage.

In the event of any loss or damage to the Premises or any portion thereof, Mortgagor will give immediate notice thereof to Lender, and Lender may thereupon make proof of claim relative to such loss or damage, if same is not promptly made by Mortgagor. Mortgagor hereby authorizes Lender (should Lender so elect) to settle, adjust, or compromise any claims for loss, damage, or destruction under any such policy or policies of insurance and collect the proceeds thereof, and to this end hereby grants Lender the Mortgagor's power of attorney for such purposes (which power of attorney is a power coupled with an interest, same being irrevocable for the term of this Mortgage); provided, that Lender will exercise its rights under this sentence only if an Event of Default as defined herein and in any of the Loan Documents occurs and is continuing. All such proceeds of fire and extended coverage insurance, to the full extent of the Loan, are hereby assigned to Lender and shall be payable to Lender if Lender should so elect, and Mortgagor hereby authorizes and directs any affected insurance company to make payment thereof directly to Lender. All such insurance proceeds or any portion thereof shall be applied in whole or in part to restoration, repair, replacement, or rebuilding of the Premises. The delivery to Lender of any such policies or certificates of insurance, or renewals thereof, shall constitute an assignment to Lender

of all unearned premiums thereon as further security for the payment of the Loan. In the event of foreclosure of this Mortgage or other transfer of title to the Premises in extinguishment of the Loan, all right, title and interest of Mortgagor in and to any insurance policies then in force shall pass to Lender.

5. Mortgagor will have maintained or will maintain the Premises in good condition and repair and will not commit or allow any waste or destruction, reasonable wear and tear excepted. Mortgagor will comply with, or cause to be complied with, any applicable statutes, ordinances, regulations, or requirement of any governmental authority relative to the Premises and the use and maintenance thereof, and will promptly repair, restore, replace, or rebuild any part of the Premises now or hereafter subject to the lien of this Mortgage which may be damaged or destroyed by any casualty or as the result of any proceeding referred to herein. No buildings, structures, or improvements hereafter erected on the Premises shall be removed, demolished, or substantially or structurally altered in any respect by Mortgagor, on Mortgagor's behalf, or by any tenant or by any other party without the prior written consent of Lender by its duly authorized officer, Lender, and any person authorized by Lender, may enter upon and inspect the Premises at all reasonable times.

6. Except for the Permitted Encumbrances as defined in the Loan Documents, Mortgagor will not create, suffer or allow any charge, lien or encumbrance (whether superior or inferior to the lien of this Mortgage) upon the Premises or any part thereof, without the prior written consent of Lender by its duly authorized officer, which consent shall not be unreasonably withheld, conditioned or delayed. Mortgagor will pay or will have paid promptly when due any charges for utilities or services including but not limited to electricity, gas and water; should Mortgagor or any tenant fail to pay such charges, Lender may pay the same, and any amount so paid by Lender shall become immediately due and payable by Mortgagor with interest at the rate of twelve percent (12 %) hereof until paid, and same shall be secured by this Mortgage.

7. If all or any part of the Premises are damaged, taken, or acquired, either temporarily or permanently, in any condemnation proceeding, or by exercise of the right of eminent domain, or by the alteration of the grade of any street affecting the Premises, the amount of any award or other payment for such taking or damages made in consideration thereof, to the extent of the full amount of the Loan then remaining unpaid, is hereby assigned by Mortgagor to Lender, who may collect and receive the same and give proper receipts therefor in the name of Mortgagor, and the same shall be paid forthwith to Lender. To such end, Mortgagor hereby grants to Lender the Mortgagor's power of attorney (which power of attorney is a power coupled with an interest and shall be irrevocable for the term of this Mortgage). Any award or payment so received by Lender during the occurrence and continuation of any Event of Default may, at the sole option of Lender, be retained and applied, in whole or in part, to the Loan (whether or not then due and payable), in such manner as Lender may determine and/or released, in whole or in part, to Mortgagor for the purpose of altering, restoring, or rebuilding any part of the Premises which may have been affected by such taking, alteration, or proceeding. Provided that absent the occurrence and continuation of an Event of Default, Lender will release said sums to Mortgagor, to be applied to restoration of the Premises. Lender shall not be obligated to see to the application of any amounts so released to Mortgagor. In the event of a material and adverse effect upon the value of the Premises by reason of any such damage, taking or acquisition, and should the proceeds or award payable therefor not

satisfy in full the Loan, same shall constitute an Event of Default.

8. If Lender shall incur or expend any sums, including reasonable attorneys' fees, to sustain the lien of this Mortgage or its priority, or to protect or enforce any of Lenders rights hereunder or under any other Loan Document, to protect the Premises as collateral for the Loan, or to recover any portion of the Loan, all such sums shall become immediately due and payable by Mortgagor with interest thereon at the rate of twelve percent (12%) until paid. All such sums shall be secured by this Mortgage and shall be a lien on the Premises prior to any right, title, interest, or claim, in, to or upon the Premises attaching or accruing subsequent to the lien of this Mortgage.

9. Mortgagor will not hereafter lease the Premises, except leases executed in Mortgagor's ordinary course of business, nor will Mortgagor assign, alter, terminate or otherwise materially modify the terms of any lease affecting the Premises to which Mortgagor is a party, except residential leases, nor further encumber or assign (in whole or in part) the rents, revenues, income, or profits arising from the Premises or any portion thereof (except in connection with the Permitted Encumbrances) without the prior written consent of Lender by its duly authorized officer, or in any other manner impair the value of the Premises or the security of this Mortgage for the payment of the Loan.

10. Mortgagor will observe and perform all covenants, conditions, and agreements imposed on it by any lease or leases now or hereafter affecting the Premises, or any portion thereof. If Mortgagor shall default in its performance of any of the terms, covenants, conditions, or obligations imposed upon it by any such lease or leases, which default would give the other party or parties thereto the right to terminate or cancel said lease or leases and if same may have a material adverse effect on the value of the Premises as security or the Loan if such default is not cured within thirty (30) days of written notice to Mortgagor, then such default is considered an Event of Default at the sole option of Lender and the entire Loan shall become immediately payable and collectible by foreclosure or otherwise, without notice or demand. Provided, that in the event of any such default by Mortgagor (whether as lessor, lessee, sub lessee or otherwise), after the expiration of all applicable cure periods, Lender shall have the right but not the obligation to cure any such default of Mortgagor, in such manner and to the extent Lender may deem advisable to protect its interest in the Premises. In the event that Lender should so elect, then any and all sums so expended by Lender relative to effecting any such cure shall become immediately due and owing Lender by Mortgagor, shall be secured hereby and shall bear interest at the rate of twelve percent (12%) until paid.

With respect to the Premises and the operation and promotion thereof, Mortgagor will keep or will cause to be kept proper books of record and account in accordance with generally accepted accounting principles consistently applied. Lender shall have the right to examine said books of record and account at such reasonable times and intervals as Lender may elect.

11. In the event that Lender (a) grants any extension of time or forbearance for payment of any portion of the Loan; (b) takes, or realizes, other additional security for the payment thereof, (c) waives or does not exercise any right granted herein, under the Note(s) or under any other Loan Document; (d) grants any release, with or without consideration, of all or any part of the security held for the payment of the Loan; (e) amends or modifies in any respect with the consent of

Mortgagor any of the terms and provisions hereof or of the Note(s); then and in any such event, such act or failure to act shall not release Mortgagor or (if applicable) any of its principals or any co-maker, sureties, or guarantors of this Mortgage or of the Note(s), under any covenant of this Mortgage, the Note(s) or other Loan Documents, nor preclude Lender from exercising any right or privilege herein or therein granted or intended to be granted in the event of any other existing or subsequent default and without in any manner impairing or affecting the lien or priority of this Mortgage. Further, no delay or omission on the part of Lender in exercising any right or remedy hereunder or under any other Loan Documents shall operate as a waiver of such right or remedy or any other right or remedy. A waiver by Lender on any one occasion shall not be a bar to or waiver of any right or remedy on any further occasion. The rights and remedies provided herein and in the other Loan Documents are cumulative, and Lender may resort to any other right or remedy or any combination thereof available under the other Loan Documents or at law or in equity without first exhausting and without affecting or impairing the security of or any right or remedy afforded by this Mortgage. No waiver shall be effective as to Lender unless same shall be in writing by its duly authorized officer; any such waiver shall be construed strictly according to its terms.

12. Mortgagor will not hereafter make or permit, without the prior written consent of Lender by its duly authorized officer (a) any sale of the Premises, or the execution of any contract for deed relative to the Premises, or any assumption of the Loan, any condominium conversion or any use of the Premises or any part thereof for any purpose other than that presently contemplated by the parties hereto; (b) after completion of the renovations contemplated by the Plans and Specifications referenced in the HOME and/or HOME-ARP Agreement(s), any material alteration, removal or demolition of any buildings, improvements, fixtures, apparatus, machinery, and equipment now or hereafter located or erected upon the Premises except in the ordinary course of business; (c) any purchase or conditional sale, lease or agreement under which title is reserved in the vendor of any fixtures, apparatus, machinery, equipment or personal property in or upon any of the buildings or improvements comprising a part of the Premises; (d) except in connection with the Permitted Encumbrances, any assignment of the revenues, rents, income or profits from the Premises; (e) except for the Permitted Encumbrances, any mortgage, lien or encumbrance upon the Premises, or any part thereof (whether prior or inferior to the lien of this Mortgage) affecting or adverse to the lien hereof, general and special taxes duly levied and assessed and not yet due and payable and any lease now or hereafter affecting any portion of the Premises; (f) a default under any document or agreement executed in connection with the Permitted Encumbrances; or a (g) any proceeding filed in any applicable court in order to foreclose the Premises. Any of the foregoing without Lender's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, shall be and constitute an Event of Default by Mortgagor on this Mortgage and on the Loan. Further, it is expressly understood that a default on either of the Senior Mortgages or any initiation of a foreclosure based on any lien shall be an Event of Default under this Mortgage and the principal amount of this Loan shall immediately become due and payable and Lender shall be entitled to recover the cost of collection, including reasonable attorney fees.

13. Upon the occurrence and continuance of an Event of Default, then, and in such event, at Lender's sole option, without further notice or demand, the same being hereby expressly waived by Mortgagor as evidenced by Mortgagor's execution of this Mortgage, the Loan shall become due, payable and collectible. Upon the occurrence and continuance of an Event of Default,

in addition to any other right of remedy which Lender may now or hereafter have at law or in equity, and not by way of limitation, Lender shall have the right and power to exercise any or all or any combination of the following remedies: (a) to declare the Loan due and payable (and same shall thereupon be due and payable and to foreclose upon this Mortgage and the lien hereof; (b) to sell the Premises according to law as an entirety or in separate parcels; (c) to apply without notice (same being hereby expressly waived by Mortgagor) for the appointment of a receiver to collect the revenues and profits of the Premises and to preserve the security hereof as a matter of right, either before or after any foreclosure sale, without regard to the value of the Premises or any other property as security for the amount due Lender, or the solvency of any entity liable for the payment of such amounts; (d) to enter upon and take possession of the Premises without application to any court, with the irrevocable consent of Mortgagor as evidenced by Mortgagor's execution of this Mortgage, and collect the revenues, issues and profits thereof, and, without the appointment of any receiver or application being made therefor, to manage, promote and/or operate the Premises, either in Lender's name or Mortgagor's name, by whatever means Lender may elect, and receive all the revenues, issues and profits therefrom, and apply the same, after payment of all necessary charges and expenses deemed by Lender to be necessary, to payment of the Loan. All the foregoing rights and powers are effective and may be enforced by Lender either in conjunction with or without any action to foreclose this Mortgage, and without applying at any time for a receiver for the Premises. The foregoing rights and remedies are independent of and in addition to any statutory right to appointment of a receiver. Written notices required by the foregoing paragraph shall be sent by certified mail to the addresses provided herein. Any sale under this Mortgage shall operate to divest all right, title and interest of Mortgagor in and to the Premises and rights so sold; and shall be a perpetual bar both in law and equity against the Mortgagor and shall be in bar of any equity or right of redemption, the same being expressly waived by Mortgagor.

Notwithstanding Lender's right to invoke any remedies under the Loan Documents, the Lender agrees as follows:

(a) Lender shall, upon serving Mortgagor with any notice of default pursuant to Lender's Loan Documents, simultaneously serve a copy of such notice upon the Senior Lenders who hold the Permitted Encumbrances defined in the HOME-ARP Agreement. Such notice shall outline in detail the default(s) under the Lender's Loan Documents. The Senior Lenders shall thereupon have 60 days after service of such notice upon it to remedy or cause to be remedied the defaults.

(b) Lender will not proceed to enforce any of its rights and remedies under the Lender's Loan Documents, including without limitation the right to accelerate the indebtedness under the Mortgage Note(s) or initiate foreclosure proceedings to enforce the lien of this Mortgage until it has given Senior Lenders at least 60 days prior written notice as set forth above.

(c) The Owner’s understand that the Lender’s rights are subject to the terms and conditions specified in the Lender’s HOME-ARP Agreement, entered contemporaneously herewith.

14. All Notices required by this Mortgage to be sent to the Mortgagor and/or the Lender shall be sent to the following addresses:

For the Mortgagor:
Qureshi Development Group, LLC
991 Star Shoot Parkway
Lexington, KY 40509
Attn: Hera Qureshi, Managing Member

For the Lender:
LFUCG, Division of Grants & Special Programs
200 E. Main Street, 6th Floor
Lexington, KY 40507
Attn: Theresa Reynolds

15. Mortgagor represents and warrants that no hazardous substances are present on the Premises, except in compliance with all applicable state and federal laws and regulations relating thereto (collectively, "Environmental Laws"). Furthermore, Mortgagor represents, warrants and agrees that Mortgagor will not use, generate, treat, store, dispose of or otherwise introduce any such hazardous substances into or on the Premises except in compliance with all applicable Environmental Laws. Mortgagor represents, warrants and agrees that there is no current and will be no future unlawful physical (including environmental, natural, artificial, structural or chemical) hazard or potential hazard (including, without limitation, the presence, accumulation or storage of any toxin, toxic waste, toxic affluent or discharge) or condition in or on or affecting the Premises or affecting the health of any person in or on the Premises, except in compliance with all applicable Environmental Laws. The Mortgagor shall pay immediately when due the cost of removal of any such wastes or substances, and shall keep the Premises free of any lien imposed pursuant to laws, rules, regulations and orders pertaining to hazardous wastes or substances and the removal thereof; in the event Mortgagor fails to do so, it shall be deemed an Event of Default. The Mortgagor shall indemnify Lender and hold Lender harmless from and against all loss, cost, damage and expense (including, without limitation, attorneys' fees and cost incurred in the investigation, defense and/or settlement of claims) that Lender may incur as a result of or in connection with the assertion against Lender of any claim relating to the presence or removal of any hazardous waste or substance referred to in this paragraph, or compliance with any federal, state or local laws, rules, regulations or orders relating thereto. The obligations of Mortgagor under this paragraph to indemnify Lender and hold Lender harmless shall survive payment of the Loan and Note(s) and shall survive release of this Mortgage and shall extend to the representatives, successors and assigns of Lender.

16. Whenever used in this Mortgage, unless the context shall otherwise clearly require, the term "Mortgagor" shall include the heirs, representatives, successors and assigns, as the case may be, of Mortgagor and all persons claiming by, through, or under Mortgagor; the term "Mortgagor" shall include the successors and assigns, as the case may be, of Mortgagor and all persons claiming by, through, or under Mortgagor; the term "Lender" shall include the legal representatives, successors and assigns of Lender; the term "person" shall include any individual, partnership, corporation, trustee, or unincorporated association. The singular shall include the plural and the plural, the singular; the gender used shall include the other genders. The invalidity or unenforceability of any one (1) or more phrases, sentences, clauses or paragraphs of this Mortgage shall not affect the validity or enforceability of the remaining portions of this Mortgage

or of any part hereof. If this Mortgage is invalid or unenforceable as to any part of the Loan, or if this Mortgage is invalid or unenforceable as to any part of the Premises, the unsecured or partially unsecured portion of the Loan shall be completely paid prior to the payment of the remaining secured or partially secured portion of the Loan; and all payments made on the Loan, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the Loan which is not secured or fully secured by this Mortgage.

All the terms, covenants, conditions and agreements herein set forth shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, attorneys, representatives, successors and assigns, as the case may be, of the parties hereto.

17. In the event any existing lender discontinues the collection of funds to pay annual premiums for insurance and taxes and immediately upon the delivery of a written request, but subject to the terms of the Permitted Encumbrances, Mortgagor will pay or will have paid to Lender for the term of this Mortgage, on the same dates as payments of principal and/or interest are required to be made by Mortgagor, an amount equal to one-twelfth (1/12) of the annual premiums for insurance as may be required by Lender relative to the Premises, and one-twelfth (1/12) of the annual taxes and assessments assessed against the Premises. Lender shall hold all such sums so received for, and shall apply same to, payment of such taxes, assessments and insurance. Mortgagor shall receive no interest on any such sums received and held by Lender for the benefit of Mortgagor.

18. In the event of any inconsistency, in the terms and provisions of this Mortgage or any other Loan Document as to the rights and remedies of Lender, or in the event of any such inconsistency as between or among any two (2) or more Loan Documents, then in any such event Lender shall have the right at its sole option to elect which of such provisions shall govern.

19. This Mortgage may be executed by the parties in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument.

20. This Mortgage is taken, in part, to secure a loan made for the purpose of erecting, improving or adding to a building.

21. Notwithstanding any provision in any of the Loan Documents to the contrary, Lender acknowledges and agrees that (a) the Premises is or will be subject to a Declaration of Restrictive Covenants ("Declaration"); (b) the recordation of the Declaration against the Premises is permitted under the terms of the Loan Documents; and (c) this Mortgage, and the terms and provision thereof, shall be subordinate to the Declaration, regardless of the order of recording of either document. "Declaration of Restrictive Covenants" means the extended low-income housing commitment, regulatory agreement or restrictive covenants executed or to be executed by Mortgagor setting forth certain terms and conditions under which the Premises is to be operated and which shall meet the requirements of Section 42(h)(6)(B) of the Internal Revenue Code of 1986, as amended, and the requirements of the HOME Investment Partnerships Program at 24 CFR Part 92.252.

22. The Lender consents to any agreement or arrangement in which a Senior Lender waives, postpones, extends, reduces or modifies any provisions of the Senior Mortgage including any provisions requiring the payment of money.

23. Notwithstanding the foregoing, the Mortgagor shall have no personal liability under this Mortgage, the Note(s), or any other Loan Document for the payment of the indebtedness evidenced by the Note(s) and the performance of any other obligations of the Mortgagor under the Loan Documents (collectively, the "Indebtedness") except as otherwise provided in this Mortgage or any other Loan Document, and the Lender's only recourse for the satisfaction of the Indebtedness and the performance of such obligations shall be the Lender's exercise of its rights and remedies under the Loan Documents with respect to the Mortgaged Property.

24. Invalidation of any one of the provisions of this Mortgage by judgment or Court order shall not affect any other provisions, which shall remain in effect.

PROVIDED, HOWEVER, that if Mortgagor shall pay the Note(s) according to the terms thereof and the interest thereon, in the manner and at the times mentioned in the Note(s) or otherwise in connection with the Loan, and shall pay Lender any and all sums due from Mortgagor to Lender under this Mortgage, and shall fully keep and perform all of the terms, covenants, conditions, stipulations, and agreements set out in any Loan Document or herein contained, then this Mortgage shall cease and be void, and the Lender shall, at Mortgagor's cost and request, release the same.

IN TESTIMONY WHEREOF, witness the signature of Mortgagor.

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SIGNATURE PAGE TO FOLLOW

SIGNATURE PAGE – MORTGAGOR

QURESHI DEVELOPMENT GROUP, LLC
By: Hera Qureshi
Its: Managing Member

By: _____
Hera Qureshi, Managing Member

COMMONWEALTH OF KENTUCKY)
) SCT
COUNTY OF FAYETTE)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this the _____ day of July, 2024, by Hera Qureshi, Managing Member of Qureshi Development Group, LLC.

_____
Notary Public, State At Large, Kentucky
My Commission Expires: _____
Commission Number: _____

EXHIBIT A

530 North Martin Luther King Boulevard, Lexington, KY 40508

All that tract or parcel of land with improvements thereon known as 530 Martin Luther King Blvd, formerly known as 530 Walnut Street, in the City of Lexington, Fayette County, Kentucky and fronting 70 feet, more or less, on the east side of Martin Luther King Blvd, formerly Walnut Street; thence extending southeasterly·between and bounded by Rand Avenue on the North and Engman Avenue on the South, a distance of about 129 feet, more or less, to the property belonging to Arnspiger.

Being the same property conveyed to PHILIP D. NEEDHAM, by deed dated April 30, 2019 of record in Deed Book 3664, Page 120, in the Fayette County Clerk's Office.

THIS INSTRUMENT PREPARED BY:

_____

Brittany Griffin Smith, Esq.
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
(859) 258-3500

RETURN TO:
Lexington-Fayette Urban County Government
Division of Grants and Special Programs
200 East Main Street, 6th Floor
Lexington, KY 40507

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF GRANTS AND SPECIAL PROGRAMS
DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS ("Declaration") is made this _____ day of July, 2024, by and between **QURESHI DEVELOPMENT GROUP, LLC**, a Kentucky limited liability company, 991 Star Shoot Parkway, Lexington, Kentucky 40509, owner of certain real property in Lexington, Fayette County ("Declarant"), and the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes, 200 East Main Street, Lexington, Fayette County, Kentucky 40507 ("Government").

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of certain real property known and designated as 530 North Martin Luther King Boulevard, Lexington, Fayette County, Kentucky 40508 and more particularly described in **Exhibit A**, which is attached hereto and incorporated herein by reference ("Site"); and

WHEREAS, the Government, through its HOME and HOME-ARP Programs, works to increase the supply of affordable, standard residential rental units to low and very low income households by providing loans to property owners; and

WHEREAS, said Government, through its HOME and HOME-ARPs Program, has loaned funds in the total amount of **One Million Four Hundred Thirteen Thousand Five Hundred Fourteen Dollars and 00/100 Cents ($1,413,514.00)** to Borrower for the rehabilitation of a twenty (20) unit apartment complex for very low-income households;

WHEREAS, Declarant has agreed that a total number of 11 units are HOME and/or HOME-ARP-assisted, as detailed in the Loan Agreements executed contemporaneously herewith, and that only these number of 11 units are subject to the herein described affordability restrictions;

WHEREAS, said Government program is being conducted pursuant to the HOME Investment Partnerships Program of the United States Department of Housing and Urban Development ("HUD") which requires, as a condition of receipt of funds thereunder, that Restrictive Covenants, running with the land in conformance with the eligibility and affordability provisions of the program, be declared and filed of record as to each property developed with program funds; and

WHEREAS, the Declarant has borrowed the sum of **One Million Four Hundred Thirteen Thousand Five Hundred Fourteen Dollars and 00/100 Cents ($1,413,514.00)** pursuant to the Government's HOME-ARP Program and HUD's HOME Investment Partnerships Program for the rehabilitation of 11 affordable rental units on the herein described Site, and in consideration of such loan, Owner intends to establish covenants, conditions and restrictions running with the land to comply with the requirements of the HOME and HOME-ARP program;

WHEREAS, the Government holds a mortgage lien interest in the site and is required by HUD regulations relating to the HOME Investment Partnerships Program to require the establishment of covenants, conditions and restrictions running with the land and to enforce such covenants, conditions and restrictions;

NOW, THEREFORE, the Declarant, for its assigns, subsequent purchasers, lessees and successors in interest hereby declares that the Site is and shall be held transferred, sold, conveyed and occupied, subject to the conditions, restrictions and reservations hereinafter set out, which are hereby established and declared to be covenants running with the land:

1. RESTRICTED USES:

(a) The site shall be maintained solely as residential property. Declarant and its assigns, subsequent purchasers, lessees and successors in interest agree that the 11 HOME and HOME-ARP-assisted units shall be rented to low income and very low households. Low income households are those households with gross incomes at or below sixty percent (60%) of the median income for the community. Very low income households are those households with adjusted gross incomes at or below fifty percent (50%) of the median income for the community. During the duration of these covenants, there is no minimum of the number of the HOME-assisted units that shall be rented to very low income households except as provided elsewhere herein.

(b) Declarant and its assigns, subsequent purchasers, lessees and successors in interest shall charge HOME rents in HOME-ARP units as established from time to time by HUD pursuant to any regulations promulgated by HUD or the Government. The rents so charged must include utility costs. The maximum allowable HOME rent must be reduced by a utility allowance approved by Government if tenant is required to pay separately for utilities. Utility allowances approved by Government may vary as periodic adjustments are made. Should HUD revise these or other rent guidelines set out herein so as to permit Declarant and its assigns, subsequent purchasers, lessees and successors in interest to adjust the rent charged, Declarant and its assigns, subsequent purchasers, lessees and successors in interest must obtain the prior approval of the Government and provide tenants with no less than thirty (30) days' written notice before

adjustments are implemented.

(c) The family size and the gross income for all tenants must be determined at the time of initial occupancy and annually for the duration of these covenants. Declarant and its assigns, subsequent purchasers, lessees and successors in interest shall obtain and verify income and family size information from each tenant upon initial rent up and annually during the duration of these covenants. Declarant and its assigns, subsequent purchasers, lessees and successors in interest shall provide information on family size, gross income and rent charged for all tenants to the Government within sixty (60) days after the initial rent up and the annual review date. Declarant and its assigns, subsequent purchasers, lessees and successors in interest shall obtain any necessary releases from tenant to allow Government to independently verify the information provided.

(d) The Declarant and its assigns, subsequent purchasers, lessees and successors in interest shall, on an annual basis, for the duration of these covenants, review the income, family size and exclusions of all tenants and determine if any are over-income. An over-income tenant is a household with a gross income exceeding eighty percent (80%) of the median for the community. Declarant and its assigns, subsequent purchasers, lessees and successors in interest shall not evict over-income tenants based on income. Declarant and its assigns, subsequent purchasers, lessees and successors in interest shall increase the rent of the site to not less than thirty percent (30%) of the households adjusted gross income, except tenants of HOME-assisted units that have been allocated low-income housing tax credits by a housing credit agency pursuant to Section 42 of the Internal Revenue Code of 1986 (26 U.S.C. 42) must pay rent governed by Section 42. Units vacated by an over-income tenant must be rented to an income-eligible tenant for the duration of these covenants.

(e) Should the adjusted gross income of a very low income tenant renting a unit at the low HOME rate increase to greater than fifty percent (50%) of the median for the community but less than eighty percent (80%) of the median for the community during the term of the tenancy and for the duration of these covenants, the Declarant and its assigns, subsequent purchasers, lessees and successors in interest may increase the rent for such tenant up to the high HOME rate for the duration of the tenancy. Declarant and its assigns, subsequent purchasers, lessees and successors in interest shall not evict such a tenant on the basis of the increase of the adjusted gross income. The next vacancy shall be rented to a very low income tenant whose income is at or below fifty percent (50%) of the area median income at a rent no higher than the established low HOME rent.

(f) No sale of the site shall be completed without giving notice to the Government in writing at least ten (10) days prior to the closing.

2. DURATION. The covenants and restrictions herein established shall be a covenant running with the land and shall be effective from the date of project completion, established as the date the HUD's Integrated Disbursement and Information System (IDIS) accepts and records the Completion report showing that 11 units assisted by this loan have been rented to low-income and very low-income households, for a period of 20 years and shall be binding upon the Declarant, its assigns, subsequent purchasers, lessees and successors in interest and all parties and persons

claiming under them during the term hereof.

It is intended and agreed that the Government and its successors and assigns and the United States of America shall be deemed a beneficiary of the covenant provided, both for and in their or its own right and also for the purpose of protecting the interest of the community and other parties, public or private, in whose favor or for whose benefits such agreements or covenants have been provided. Said covenant shall run in favor of the Government and the United States for the duration of these covenants. The Government and the United States shall have the right, in the event of any breach of any such covenant, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, or to collect the full amount of any disbursement made to Declarant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

3. **PURCHASER AT FORECLOSURE.** During the term hereof, should any mortgage or deed of trust be foreclosed on the Site, then the title acquired by such foreclosure, and the person or persons who thereby and thereafter become the owner or owners of such property, shall be subject to and bound by all the restrictions, conditions and covenants set forth in this instrument. In the event of foreclosure by, acceptance of deed-in-lieu of foreclosure by, or assignment by any Superior Mortgage(s) to the U.S. Department of Housing and Urban Development (HUD), all restrictions relating to affordable housing programs provided for in this Deed and Declaration of Restrictive Covenants or provided for in any other document related to this transaction shall automatically and permanently terminate and shall have no further force to or effect on subsequent owners or purchasers of the property.

4. **FUTURE DEEDS.** Declarant, its assigns, subsequent purchasers, lessees and successors in interest agree that all of the covenants, conditions and restrictions contained in this deed shall be inserted in full in all future deeds related to the Site during the term hereof.

5. **SEVERABILITY OF PROVISIONS.** Invalidation of any one of these provisions by judgment or Court order shall not affect any other provisions which shall remain in effect.

IN WITNESS WHEREOF, Declarant and Government have executed this Deed and Declaration of Restrictive Covenants effective as of the day and year first above written.

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SIGNATURE PAGE TO FOLLOW

SIGNATURE PAGE - DECLARANT

QURESHI DEVELOPMENT GROUP, LLC
By: Hera Qureshi
Its: Managing Member

By: _____
Hera Qureshi, Managing Member

COMMONWEALTH OF KENTUCKY)
) SCT
COUNTY OF FAYETTE)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this the _____ day of July, 2024, by Hera Qureshi, Managing Member of Qureshi Development Group, LLC.

_____
Notary Public, State At Large, Kentucky
My Commission Expires: _____
Commission Number: _____

EXHIBIT A

530 North Martin Luther King Boulevard, Lexington, KY 40508

All that tract or parcel of land with improvements thereon known as 530 Martin Luther King Blvd, formerly known as 530 Walnut Street, in the City of Lexington, Fayette County, Kentucky and fronting 70 feet, more or less, on the east side of Martin Luther King Blvd, formerly Walnut Street; thence extending southeasterly·between and bounded by Rand Avenue on the North and Engman Avenue on the South, a distance of about 129 feet, more or less, to the property belonging to Arnspiger.

Being the same property conveyed to PHILIP D. NEEDHAM, by deed dated April 30, 2019 of record in Deed Book 3664, Page 120, in the Fayette County Clerk's Office.

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AGREEMENTS, THE FINAL FORM OF WHICH SHALL BE APPROVED BY THE DIVISION OF GRANTS AND SPECIAL PROGRAMS AND THE DEPARTMENT OF LAW, WITH THE QURESHI DEVELOPMENT GROUP TO PROVIDE $1,413,514.00 IN FEDERAL FUNDS (HOME, HOME-ARP), UNDER THE HOME INVESTMENT PARTNERSHIPS PROGRAM, FOR THE MLK APARTMENT PROJECT, PENDING APPROVAL OF ALL NECESSARY BUDGET AMENDMENTS.

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, the final form of which shall be approved by the Division of Grants and Special Programs and the Department of Law, with the Qureshi Development Group, to provide $1,413,514.00 in federal funds (HOME, HOME-ARP) under the HOME Investment Partnerships Program, for the MLK Apartment Project, pending approval of all necessary budget amendments.

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
0617-24:BGS:4878-7470-5358, v. 1

RESOLUTION NO. 383 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AGREEMENTS, THE FINAL FORM OF WHICH SHALL BE APPROVED BY THE DIVISION OF GRANTS AND SPECIAL PROGRAMS AND THE DEPARTMENT OF LAW, WITH THE QURESHI DEVELOPMENT GROUP TO PROVIDE $1,413,514.00 IN FEDERAL FUNDS (HOME, HOME-ARP), UNDER THE HOME INVESTMENT PARTNERSHIPS PROGRAM, FOR THE MLK APARTMENT PROJECT, PENDING APPROVAL OF ALL NECESSARY BUDGET AMENDMENTS.

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, the final form of which shall be approved by the Division of Grants and Special Programs and the Department of Law, with the Qureshi Development Group, to provide $1,413,514.00 in federal funds (HOME, HOME-ARP) under the HOME Investment Partnerships Program, for the MLK Apartment Project, pending approval of all necessary budget amendments.

Section 2 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: July 9, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0617-24:BGS:4878-7470-5358, v. 1

LEXINGTON-URBAN COUNTY GOVERNMENT
DIVISION OF GRANTS AND SPECIAL PROGRAMS
HOME-ARP LOAN AGREEMENT

THIS HOME-ARP AGREEMENT ("Agreement"), dated and entered into this the _____ day of August, 2024, is by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes, 200 East Main Street, Lexington, Fayette County, Kentucky 40507, through its Division of Grants and Special Programs ("Government"), and **QURESHI DEVELOPMENT GROUP, LLC**, a Kentucky limited liability company, 991 Star Shoot Parkway, Lexington, Kentucky 40509 ("Owner").

W I T N E S S E T H:

WHEREAS, Government, in accordance with the regulations codified at 24 CFR 92.102 – 92.106 for the HOME Investment Partnerships Program – American Rescue Plan (HOME-ARP), has been designated a Participating Jurisdiction by the U.S. Department of Housing and Urban Development ("HUD") and is the recipient of federal funding from the HOME Investment Partnerships Program-American Rescue Plan;

WHEREAS, the Government has been awarded federal funds from HUD's HOME Investment Partnerships Program-American Rescue Plan (CFDA # 14.239) under Federal Award Number M21-MP-21-0201 awarded September 20, 2021;

WHEREAS, Owner has requested federal funds from the Government's HOME-ARP for the rehabilitation of rental units for low-income persons and/or households;

WHEREAS, Government is willing to make a loan to the Owner upon the terms and conditions hereinafter set forth;

WHEREAS, Owner will rehabilitate an existing church building for rental housing for low-income persons and/or household project located at 530 North Martin Luther King Boulevard, Lexington, Fayette County, Kentucky 40508, under the name of MLK Apartments;

NOW, THEREFORE, in consideration of the covenants set out herein, the parties agree as follows:

SECTION 1: PARTICULAR COVENANTS

1.01 The Government hereby agrees to loan to Owner the maximum sum of **Two Hundred Seventy Two Thousand Seven Hundred Eighty Six Dollars and 00/100 Cents ($272,786.00)** ("Loan"). This Loan shall be in the form of a Deferred Payment Loan for the term of twenty (20) years from the date of this Loan Agreement. The Deferred Payment Loan shall be at zero percent (0%) interest for the twenty (20) year period and shall be repayable in full at the end of the twenty (20) year period. Funds shall be used for the rehabilitation of twenty (20) residential units of multi-family housing located at 530 North Martin Luther King Boulevard, Lexington, Fayette County,

Kentucky 40508 ("Project"). The number of HOME-ARP funded units is three (3).

1.02 Owner acknowledges and agrees to remain fully and solely liable for the repayment of the Loan to the Government, pursuant to the terms and conditions of this Agreement and the Mortgage Note executed in connection herewith. The affordability period is twenty (20) years and begins on the day that the HUD's Integrated Disbursement and Information System (IDIS) accepts and records the Completion report required by HUD regulations. Repayment of funds does not affect the period of affordability.

1.03 During the term of this Loan, the Owner shall make no payments of principal provided Owner complies with all of the terms and conditions of this HOME-ARP Agreement, Declaration of Restrictive Covenants, Mortgage Note and Mortgage of even date herewith.

1.04 All sums borrowed hereunder shall be used solely and exclusively for the Project that is further described as the rehabilitation of residential rental property located at 530 North Martin Luther King Boulevard, Lexington, Fayette County, Kentucky 40508, for rent to low-income persons and/or households or for other eligible costs as set forth in 24 CFR 92.2.

1.05 No loan shall be made hereunder unless and until Owner supplies to Government the following documentation:

- Plans and Specifications for the Project
- Copy of Development Agreement and Development Team
- Final Sources and Uses of Funds
- Commitment letters with all terms and conditions for all mortgages, grants, subordination agreements, bridge loans and investment tax credits
- Copy of the Partnership Agreement
- Closing Statement for Purchase of Property
- Construction Cost Estimate
- Construction Contract
- Documentation on syndication costs
- Twenty (20) Year Operating Proforma for the Project
- Documentation that no excess federal funds are in the project

1.06 Upon request, Owner shall provide supporting documentation for all other costs as specified in the Sources and Uses of Funds statement. Government consents to the following loans to the Owner in connection with the Project: a first Mortgage loan in favor of Lexington-Fayette Urban County Government, through its Office of Affordable Housing, in the amount of One Million Three Hundred Fourteen Thousand Four Hundred Eighty Seven Dollars and 00/100 Cents ($1,314,487) ("AHF Loan") (hereinafter the "Permitted Encumbrance(s)"). This Loan shall be in all respects subordinate to the Permitted Encumbrances.

1.07 No loan shall be made hereunder unless and until Owner has delivered to Government a note in the amount of **Two Hundred Seventy Two Thousand Seven Hundred Eighty Six Dollars and 00/100 Cents ($272,786.00)** and a mortgage securing said note, all within one (1) year of the date of this HOME-ARP Agreement for the purpose of securing the Loan made hereunder, which mortgage shall be upon the real property located at 530 North Martin Luther

King, Lexington, Fayette County, Kentucky 40508, together with all buildings and other structures now or hereafter erected or installed and all fixtures now or hereafter attached to or used in, or in the operation of any such lands, buildings and structures which are necessary to complete use and occupancy of such buildings or structures for the purposes for which they were or are to be erected or installed. To the extent permitted by law, all personal property described in the subordinate mortgage shall be deemed to be fixtures and part of the property. As to any part of personal property not permitted by law to be fixtures, the mortgage shall constitute a security agreement under the Uniform Commercial Code.

1.08 For a period of twenty (20) years from the date on which development of the Project is completed, established as the date the HUD's Integrated Disbursement and Information System (IDIS) accepts and records the Completion report, one hundred percent (100%) of the HOME-ARP (three (3) units) shall be rented to low-income and very low-income households. HOME-ARP units restricted to qualifying population below sixty percent (60%) of the median income for the community. Very low-income households are those households with adjusted gross incomes at or below fifty percent (50%) of the median income for the community. During this same twenty (20) year period, for projects of five (5) or more HOME-ARP units, twenty percent (20%) of the HOME-ARP units shall be rented to very low-income households except as otherwise set out herein in Section 1.11. Owner shall use the Section 8 Program definition of annual gross income (24 CFR 5.609).

1.09 For a period of twenty (20) years from the date on which development of the Project is completed, established as the date the HUD's Integrated Disbursement and Information System (IDIS) accepts and records the Completion report, Owner shall charge HOME rents in HOME-ARP units as established from time to time by HUD pursuant to any regulations promulgated by HUD or the Government. The rents so charged must include utility costs. The maximum allowable HOME rent must be reduced by a utility allowance approved by Government. The Utility Allowance must be approved by the Government prior to Lease-Up. Utility allowances approved by Government may vary as periodic adjustments are made. Should HUD revise these or other rent guidelines set out herein so as to permit Owner to adjust the rent charged, Owner must obtain the approval of the Government prior to adjusting rents and provide tenants with no less than thirty (30) days' written notice before adjustments are implemented.

1.10 The family size and the adjusted gross income for all tenants in HOME-ARP units must be determined at the time of initial occupancy and annually for a period of twenty (20) years from the date on which development of the Project is completed. Project is deemed to be completed on the date the HUD's Integrated Disbursement and Information System (IDIS) accepts and records the Completion report. Owner shall obtain and verify income and family size information from each qualifying household upon initial rent up and annually during the twenty (20) year affordability period. Owner shall provide information on family size, adjusted gross income and rent charged for all tenants in HOME-ARP units to the Government's Division of Grants and Special Programs within sixty (60) days after the initial rent up and the annual review date. Owner shall obtain and provide third party source documentation and must be submitted annually. Owner shall obtain any necessary releases from tenant to allow Government to independently verify the information provided.

1.11 For a period of twenty (20) years from the date on which development of the Project is completed, established as the date the HUD's Integrated Disbursement and Information System (IDIS) accepts and records the Completion report, Owner shall comply with the affirmative marketing requirements established by the Government pursuant to 24 CFR 92.351(a). The Owner must adopt and follow written tenant selection policies and criteria that: (1) limit the housing to very low- income and low-income families; and (2) are reasonably related to the applicants' ability to perform the obligations of the lease (*i.e.*, to pay the rent, not to damage the housing; not to interfere with the rights and quiet enjoyment of other tenants). The Owner shall provide all information to the Government necessary to the monitoring of the Owner's marketing strategy to ensure compliance with this section.

1.12 **ANNUAL REVIEW.**

(a) The Owner shall, on an annual basis, during a period of twenty (20) years from the date on which development is completed, review the income, family size and exclusions of all tenants in HOME-ARP units and determine if any are over-income. Development is deemed to be completed on the date the HUD's Integrated Disbursement and Information System (IDIS) accepts and records the Completion report. An over-income tenant is a household with an adjusted gross income exceeding eighty percent (80%) of the median income for the community. Owner shall not evict over-income tenants based on income. Owner shall increase the rent of the HOME-ARP unit to thirty percent (30%) of the household's adjusted gross income. HOME-ARP units vacated by an over-income tenant must be rented to a qualifying household tenant during the twenty (20) year period, except tenants of HOME-ARP-assisted units that have been allocated low-income housing tax credits by a housing credit agency pursuant to Section 42 of the Internal Revenue Code of 1986 (26 U.S.C. 42) must pay rent governed by Section 42. HOME-ARP units vacated by an over-income tenant must be rented to an income-eligible tenant for the duration of these covenants.

(b) should the adjusted gross income of a very low-income tenant renting a unit at the low HOME rate increase to greater than fifty percent (50%) of the median for the community but less than eighty percent (80%) of the median for the community during the term of the tenancy and during the twenty (20) year period from the date on which development of the Project is completed, the Owner shall set the rent limits for qualifying household for the duration of the tenancy. The Project is deemed to be completed on the date the initial tenant surveys are verified. Owner shall not evict such a tenant on the basis of the increase of the adjusted gross income. The next vacancy shall be rented to a qualifying household whose income is at or below fifty percent (50%) of the area median income at a rent no higher than the established HUD HOME-ARP rent limits.

1.13 During the twenty (20) year period of affordability, the Owner shall permit the Government, its employees, and its consultants access to all of its financial records so that Government can make a determination of the continued financial viability of the Project.

1.14 No loan shall be made hereunder unless and until all necessary parties execute deed restrictions or other covenants to limit the use of the property in conformance with the terms of the eligibility and affordability provisions of the HOME-ARP of the HUD. Such instrument shall be fully and properly executed by the Owner, shall be in recordable form, and shall become a covenant

which runs with the land. Such restrictions or covenants shall be made a part of any instrument, executed subsequent to this Loan Agreement and the Mortgage Note and Mortgage referenced herein, conveying any interest in said property.

1.15 The Owner shall construct all units in the Project in accordance with the Kentucky Building Code, as amended, and all applicable State and local codes, ordinances, and zoning requirements. The housing must meet the accessibility requirements of 24 CFR part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) implemented at 28 CFR parts 35 and 36, as applicable. Covered multifamily dwellings, as defined at 24 CFR 100.201, must also meet the design and construction requirements at 24 CFR 100.205, which implements the Fair Housing Act (42 U.S.C. 3601-3619). Construction contract(s) and construction documents must describe the work to be undertaken in adequate detail so that inspections can be conducted. The Owner shall be responsible for construction inspections and shall provide copies of all inspections to the Government. The Government shall also inspect for work in progress and shall make a final inspection.

1.16 The Owner shall maintain all units within a building containing a unit receiving a HOME subsidy in good condition and repair in accordance with Chapter 12.1 of the Code of Ordinances of the Lexington-Fayette Urban County Government, as amended, for the full twenty (20) year term of this Loan. Owner shall not remove or demolish any portion of any unit. Owner shall complete or restore promptly and in good workmanlike manner any unit which may be constructed, damaged or destroyed to the extent insurance proceeds are actually received and to pay when due all claims for labor performed and materials furnished. Owner shall not create, permit or suffer to be created or to exist any claims or liens for the labor or materials supplied for the development of the units set out herein. Owner will comply with all laws affecting said project and will not commit or permit any waste thereon or commit or permit any act thereon in violation of law.

Government may conduct inspections of units annually for purposes of determining Owner's compliance with maintenance requirements during the twenty (20) year period of affordability. Upon written notification of violations of maintenance requirements, Owner shall make corrections within 60 days.

1.17 Except for such interests in the real property as may be conveyed, assigned or otherwise transferred by Owner in connection with the Permitted Encumbrances, the Owner shall not transfer any interest in the real property described herein in any manner or through any document or instrument of any kind during the term of the Loan without the consent of the Government. Notwithstanding anything to the contrary herein, any transfers of partnership or ownership interests in the Owner are expressly permitted and shall not constitute a default hereunder.

1.18 The Loan set out herein may be assumed by an individual or entity capable and able to enter into enforceable contracts, agreements or other loan documents as may be required to ensure compliance with the requirements and intent of the HOME-ARP upon the prior written consent of the Government's Division of Grants and Special Programs, which consent shall not be unreasonably withheld or delayed.

1.19 Any lease entered into between Owner and a tenant shall require the tenant to provide information as to family size and income as set out herein. Non-renewable leases shall not be utilized. The lease shall be in conformance with the Uniform Residential Landlord and Tenant Act to the extent the Uniform Residential Landlord and Tenant Act is applicable to Owner and the requirements of 24 CFR 92.253. Leases for the HOME-ARP units shall be submitted to the Government for approval prior to execution. The requirements set forth in this paragraph shall be in effect for a period of twenty (20) years from the date on which development of the project is completed.

1.20 The real property and improvements described herein shall be residential rental units and related administrative offices and common areas for the full twenty (20) year term of the loan. Owner shall not convert the units to condominium ownership or any form of cooperative ownership during the twenty (20) year term of the Loan, without the prior written consent of the Government.

1.21 The Owner shall provide, maintain and deliver to the Government evidence of all risk, fire and extended coverage insurance satisfactory to the Government in the order and amount of the Mortgage Note hereby secured, and each policy must include a loss payable clause in favor of the Government as a beneficiary and without right of cancellation or change except upon thirty (30) days' written notice to the Government; the Owner shall assign to the Government any award of damages, or portion thereof, in connection with any condemnation for public use or injury to this property in the same manner and with the same effect as provided for payment of proceeds of fire and other insurance, said award or damages not to exceed the amount secured by the Mortgage Note and to the extent not assigned to the holder of any prior or superior mortgage on this property.

1.22 The Owner shall pay all taxes, legal assessments, water rates, utilities, special assessments or other charges when the same shall become due and without delinquency, and shall not permit any liens to be imposed on this property by any reason of delinquency.

1.23 The Owner shall not seek relief under the bankruptcy laws or declare insolvency, make assignments for the benefit of its creditors or be placed in receivership.

1.24 The Owner shall act in conformity with the requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR Part 100 *et seq.*; Equal Opportunity in Housing (Executive Order 11063, as amended by Executive Order 12259 [3 CFR, 1959-1963 Comp., p 652 and 3 CFR, 1980 Comp., p 307] and implementing regulations at 24 CFR part 107); and Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. 2000d *et seq.*) regarding Nondiscrimination in Federally Assisted Programs and implementing regulations issued at 24 CFR part 1. The Owner shall not discriminate against prospective tenants on the basis of race, color, national origin, religion, sex, familial status or disability. The Owner shall also comply with the provisions of the Violence Against Women Act ("VAWA"), as amended in March 2013.

1.25 The Owner shall act in conformity with the Age Discrimination Act of 1975, (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR Part 146.

1.26 The Owner shall act in conformity with the Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 205, 201, 218, and 225) which provides comprehensive civil rights to

individuals with disabilities in the areas of employment, public accommodations, state and local government services and telecommunications; the Fair Housing Act (42 U.S.C. 3601-19) as implemented by 24 CFR 100.205; and Section 504 of the Rehabilitation Act of 1973 prohibiting discrimination in federally assisted programs on the basis of handicap (29 U.S.C. 791 *et seq.*) and implementing regulations at 24 CFR part 8.

1.27 The Owner shall comply with the requirements of Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971-1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) concerning the use of Minority Business Enterprises; Executive Order 12432 (3 CFR, 1983 Comp., p. 198) regarding Minority Enterprise Development; and, Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR , 1987 Comp., p. 245) regarding Women's Business Enterprises. The Owner shall require its contractors and subcontractors to provide disadvantaged business enterprises with opportunities to participate in the project to ensure equal opportunity for socially and economically disadvantaged small businesses.

1.28 Owner and Government acknowledge that all laborers and mechanics, etc., employed in the construction of any project containing twelve (12) or more dwelling units and assisted with HOME-ARP funds, whether employed by Owner, contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. Section 276(A)-7). The Owner 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.*). Owner agrees that it will be responsible for compliance with these regulations and shall provide Government with evidence of compliance upon request.

1.29 **REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT".** The Owner and/or his Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934, (48 Stat. 948; 62 Stat. 862; title 18 U.S.C. section 874; and title 40 U.S.C. section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontractor's contract to insure compliance therewith by all subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

1.30 The Owner shall require all of its contractors and subcontractors to certify that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federally funded activities.

1.31 The Owner shall comply with the "Lead Based Paint Poisoning Prevention Act of 1971" and HUD Regulations 24 CFR 35 and Section 8 Conforming Rule at 24 CFR 982.401(j). All interior and exterior paints, enamels, finishes, and/or primers used on any surfaces of housing and its environs shall not contain more than .06 of 1 percent of lead by weight (calculated as lead metal) in the total non-volatile content of liquid paints.

1.32 To assure and protect its rights under this Loan, the Government shall have right of access and inspection of the Project at reasonable times and with reasonable notice to the Owner.

1.33 The Owner shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or handicap. The Owner shall state in all solicitations and advertisements for employees placed by or on behalf of Owner that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, sex, age, national origin, or handicap.

1.34 The Owner shall act in conformity with the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970" (42 U.S.C. 4201-4655) and 49 CFR part 24 pertaining to the acquisition of real property and relocation assistance for displaced persons. The Owner shall provide all information to the Government necessary to the monitoring of the Owner's marketing strategy to ensure compliance with this section, as if said policy were fully set out herein in writing.

1.35 The Owner shall comply with the conflict of interest provisions in 24 CFR 84.42 regarding written standards governing the performance of its officers, employees, and agents engaged in awarding and administering contracts.

1.36 In accordance with section 2-33 of the Code of Ordinances of the Lexington-Fayette Urban County Government, the Owner shall ensure that projects being assisted with HOME-ARP funds pursuant to this agreement shall be made available without regard to actual or perceived sexual orientation, gender identity or marital status of any applicant or prospective tenant. Neither Owner nor any of its agents will inquire about the sexual orientation or gender identity of any applicant or prospective tenant.

1.37 The Owner shall comply with the Violence Against Women Act (VAWA) requirements set forth in 24 CFR §5.2005, specifically protections for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, including but not limited to, providing notification of occupancy rights, constructing lease terms of assistance for victims, and providing emergency transfer plans.

1.38 **SOURCE AND USES OF FUNDS.** HOME-ARP funds provided to the Owner hereunder shall be used only for eligible project costs in accordance with the HOME-ARP regulations at 24 CFR 92.206. The specific Sources and Uses of Funds must be delivered to and approved by the Government prior to the delivering of a mortgage and note.

1.39 Changes in the Project work requested by the Owner, for any reason whatsoever must be submitted in writing, properly itemized and supported by sufficient substantiating data to be evaluated and certified by the Division of Grants and Special Programs. The Government will issue a written authorization for such changes and no such modification shall be made without a written agreement signed by the Owner and the Government.

1.40 **TIME OF COMPLETION.** The Owner agrees to complete the development covered by this Agreement on or before **January 1, 2027**, unless the time for completion is extended in writing by the Government. All HOME-ARP units shall be occupied by eligible tenants within six (6) months of completion of development. The Owner shall submit a marketing plan to the Government if it

fails to lease units within six (6) months of completion of development. If HOME-ARP units are not occupied by eligible tenants within eighteen (18) months of completion of development, Owners shall repay all HOME-ARP funds that Owners have received under this Agreement, less pro-rated amount for occupied units.

Time is of the essence, and it is agreed that if all development work is not completed in the time specified for completion and stated herein that it may result in the Government withdrawing funds which have been made available under this Agreement.

1.41 **PROGRESS PAYMENTS.** The Government shall disburse loan proceeds from time to time as the work progresses, as requested by the Owner, but not more frequently than once a month. At no time will the total number of payments exceed twelve (12). At the Government's request, lien releases, A1A application and certificate of payment, schedule of completion, shall be submitted with each request for progress payments. Payments are based upon percentage of work complete at time of request.

No progress payment shall exceed ninety percent (90%) of the value of work in place, as estimated by an inspection by the Government less the aggregate of previous payments. The remaining ten percent (10%) shall be held by the Government as retainage. All remaining retainage held will be included in the final payment to the Owner.

1.42 **ACCEPTANCE AND FINAL PAYMENT.** Upon receipt of notice that the development is ready for final inspection and acceptance, the Government shall promptly make such inspection within five (5) days of receipt of such notice; and when it finds the development acceptable under this Agreement and the Agreement fully performed, shall authorize the payment to the Owner and/or his Contractor the final progress payment which shall be the entire balance then due to Owner and/or his Contractor. Before the Owner and/or his Contractor shall be paid in full, however, he shall submit evidence satisfactory to the Government that all payrolls, materials, bills, and other indebtedness connected with the work have been paid and the Owner and/or his Contractor shall provide satisfactory releases of liens or claims for liens by any Contractors, Subcontractors, Laborers and material suppliers.

Prior to final payment, the Owner will provide a satisfactory summary of all project expenses to document that the additional funds expended by the Owner for development equaled or exceeded the amount so specified in the approved Sources and Uses of Funds. Should the Owner's actual and final share of total project expenses be less than the amount specified in the approved Sources and Uses of Funds, then the Owner will repay to the Government, or have HOME-ARP funds withheld in an amount sufficient to reduce the Government's HOME-ARP Deferred Loan amount to a sum no greater than the amount needed for HOME-ARP gap financing.

Prior to final payment, the Owner shall provide: a post construction appraisal; copies of all Lexington-Fayette Urban County Government Division of Building Inspection reports, including Certificate of Occupancy, Final Sources and Uses of Funds; leases; HOME-ARP Annual Certification Report; completed tenant-funded utilities form(s); and, the final report of contractors/subcontractors employed on the project, with Federal Employer Identification Numbers/Social Security numbers, complete mailing addresses, type of trade/skill, total contract

dollar amount, and indication of Disadvantaged Business Enterprise status, specifically women-owned and/or race/ethnicity categories (Alaskan Native/American Indian, Asian or Pacific Islander, Black Non-Hispanic, Hispanic, or White/Non-Hispanic). Owner shall also provide written report on all efforts made by its contractor and subcontractors to comply with Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) Section 3 regulations at 24 CFR Part 75.

1.43 **REPORTING.** The Owner agrees to provide any reports and information as required by the Participating Jurisdiction. The Owner shall provide after the 15th of each calendar quarter the number of homeless and not homeless households assisted with supportive services and housing counseling, including race and ethnicity, household size, and household type of the household assisted. The Owner shall be responsible for providing the following data: the number of affordable units developed, size of units (number of bedrooms), years of affordability, the number of units meeting Energy Star standards, the number of units made fully accessible under Section 504 accessibility standards, and the number of units occupied by elderly households (either the head or co-head is age 62 or older). The Owner shall also provide an annual report on the number of persons that applied for tenancy but were not served to include race, ethnicity, and single-headed households, both male and female. The owner shall provide copies of financial statements to enable the Participating Jurisdiction to determine the financial condition and continued financial viability of the project. In addition, an annual report shall also provide the following information about the employees of the Owner's organization: race, ethnicity, national origin, age, gender, and disability. The Owner shall provide on the 15th day after the end of each calendar quarter, the number homeless and not homeless households assisted with supportive services and counseling, including the race and ethnicity, household size, and household type of households assisted. The annual report shall be submitted to the Participating Jurisdiction no later than thirty days after the end of the Participating Jurisdiction's fiscal year. Annual reports shall be submitted throughout the twenty (20) year period of affordability.

1.44 **SUPPORTIVE SERVICES.** The Borrower agrees to partner with Lexington Rescue Mission, The Nest-Center for Women, Children and Families, AVOL Lexington and Lexington Share Center to provide supportive services and use the Continuum of Care's Coordinated Entry By-Name List to identify qualifying population. The Owner will provide three (3) units of permanent housing to the defined qualifying population. The Owner will update its Administrative Plan to give these applicants a waiting list preference.

The Owner also agrees to provide under the McKinney-Vento Supportive Services and Homeless Prevention Services the following:

- Assist homelessness to find housing and help with one-time financial assistance.
- Case Manager will assist clients without income with applying for rental assistance, obtaining benefits (SNAP, Medicaid, etc.).
- Provide Service Referrals for counseling and legal advocacy, parenting and family assistance for basic human needs.
- Housing search and counseling services to include compliance with rental lease agreements, securing utilities, credit counseling and money management.
- Outpatient health services to include information to access to health care.

SECTION 2: MISCELLANEOUS

2.01 **INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS.** No member of or delegate to the Congress of the United States and no resident commissioner shall be admitted to any share or part of this Agreement or to any benefits to arise from same, provided that the foregoing provision of this Section shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

No officer, employee or member of the governing body of the Government who exercises any functions or responsibilities in connection with the carrying out of the project to which this Agreement pertains shall have any private interest, direct or indirect, in this Agreement.

2.02 The Owner shall act in conformity with the federal prohibition regarding the employment of, awarding contracts to, or otherwise engaging the services of any contractor, owner, or subcontractor during any period of debarment, suspension or placement of ineligibility status.

2.03 **EXECUTIVE ORDER 11246.** The Owner shall comply with the provisions of Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) concerning Equal Employment Opportunity Programs and implementing regulations at 41 CFR Chapter 60.

2.04 The Owner shall comply with the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) Section 3 Clause and implementing regulations at 24 CFR part 75.

The Owner and/or his Contractor agrees to abide by the Section 3 requirements as set forth above and will also cause this section to be inserted in any subcontracts entered into with third parties for work covered by this Agreement.

2.05 The Owner agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, insofar as they apply to the performance of the contract.

2.06 The Owner agrees to defend, indemnify, and hold Government harmless from any and all losses or claims of whatever kind, that are in any way incidental to, or connected with, or that arise or allege to have arisen, directly or indirectly, in whole or in part, from the execution, performance, or breach of this Agreement by Owner, including any environmental problems, including, without limitation, soil and/or water contamination, and remedial investigations and feasibility studies thereof, which exist at or prior to the Agreement commencement date, regardless of when such losses or claims are made or incurred. This Indemnity Provision shall in no way be limited by any financial responsibility, or loss control requirements below, and shall survive the termination of this Agreement.

For the purposes of this Indemnity Provision:

(a) The word "defend" includes, but is not limited to, investigating, handling, responding to, resisting, providing a defense for, and defending claims, at Owner's expense, using

attorneys approved in writing by Government, which approval shall not be unreasonably withheld.

(b) The word "claims" includes, but is not limited to, claims, demands, liens, suits, notices of violation from Governmental agencies, and other causes of action of whatever kind.

(c) The word "losses" includes, but is not limited to: attorney fees and expenses; costs of litigation; court or administrative costs; 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 Owner and Government, and damage to, or destruction of, any property, including the property of Government.

2.07 **ACCESS TO RECORDS.** The Secretary and the Inspector General of HUD, the Comptroller General of the United States of America, and the Mayor of the Government, or any of their duly authorized representatives, shall have access to all books, accounts, reports, files, and other papers or property of the Owner and the Owner pertaining to this Loan and related development for the purpose of making surveys, audits, examinations, excerpts, and transcripts.

SECTION 3: DEFAULT

3.01 If within one year from the date of completion of the development of the Project, Owner breaches any of the provisions of this Agreement, such shall be considered a default and the full amount of the disbursed amount of the Deferred Payment Loan, plus fifteen percent (15%) of that full amount, shall be immediately due and payable; provided, before the Government may accelerate any amount due under the Deferred Payment Loan or take advantage of any other remedies, Owner shall have a thirty (30) day grace period from receipt of written notice of the fault to cure such default.

3.02 If during the second through the end of the twentieth (20th) year of the Deferred Payment Loan, the Owner breaches any of the provisions of this Agreement, such shall be considered a default and the full disbursed amount of the Deferred Payment Loan shall be immediately due and payable; provided, before the Government may accelerate any amount due under the Deferred Payment Loan or take advantage of any other remedies, Owner shall have a thirty (30) day grace period from receipt of written notice of the default to cure such default.

3.03 Any forbearance by the Government with respect to any of the terms and conditions of this Loan in no way constitutes a waiver of any of the Government's rights or privileges granted hereunder.

3.04 In the event of default by the Owner, the Government may take such measures as may be lawful to it for the recovery of indebtedness and including, but not limited to, foreclosure and sale of the Owner's rights in the Project and/or the assignment and collection of the rents and profits of the Project.

3.05 Owner acknowledge that any default on a superior lien or any initiation of a foreclosure based on any lien shall be a default under this Loan Agreement and that the amount immediately due and payable as a result of such a default shall be governed by Section 3.01 and Section 3.02 of

this Agreement.

3.06 If an event of default occurs under the terms of any documents executed in connection with this HOME-ARP Agreement or any other document executed in connection herewith (collectively, the "Loan Documents"), prior to exercising any right or remedy thereunder, Government shall give Owner written notice of such default. If the default is reasonably capable of being cured within thirty (30) days, Owner shall have thirty (30) days (or such longer period of time as may be specified in the Loan Documents) to effect a cure prior to the exercise by Government of any rights or remedies under the Loan Documents. If the default is such that it is not reasonably capable of being cured within thirty (30) days or such longer period if so specified, and if Owner (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then Borrower shall have such additional time as is reasonably necessary to cure the default prior to the exercise of any rights or remedies by Lender.

SECTION 4: MISCELLANEOUS

4.01 Notwithstanding anything to the contrary contained herein, the covenants and agreements contained in Sections 1 through 3 shall survive the closing.

4.02 Invalidation of any one of these provisions by judgment or Court order shall not affect any other provisions which shall remain in effect.

4.03 This instrument, with documents described herein, constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this Contract at Lexington, Kentucky, the day and year first above written.

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SIGNATURE PAGES TO FOLLOW

SIGNATURE PAGE - LFUCG

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
By: Linda Gorton
Its: Mayor

By: Linda Gorton
Linda Gorton, Mayor

COMMONWEALTH OF KENTUCKY)
) SCT
COUNTY OF FAYETTE)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this the 30 day of August, 2024, by Linda Gorton, as Mayor of the Lexington-Fayette Urban County Government.

Notary Public, State At Large, Kentucky
My Commission Expires: 10/24/2026
Commission Number: KYNP 61125

ATTEST:

Clerk, Urban County Council

SIGNATURE PAGE - OWNER

QURESHI DEVELOPMENT GROUP, LLC
By: Hera Qureshi
Its: Managing Member

By: _____
Hera Qureshi, Managing Member

COMMONWEALTH OF KENTUCKY)
) SCT
COUNTY OF FAYETTE)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this the 29 day of August, 2024, by Hera Qureshi, Managing Member of Qureshi Development Group, LLC.

KARINA TIMOSHCHUK
Notary Public
Commonwealth of Kentucky
Commission Number KYNP50122
My Commission Expires May 2, 2026

_____
Notary Public, State At Large, Kentucky
My Commission Expires: May 2, 2026
Commission Number: KYNP50122

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF GRANTS AND SPECIAL PROGRAMS
HOME LOAN AGREEMENT

THIS HOME LOAN AGREEMENT ("Agreement"), dated and entered into this the _____ day of August, 2024, is by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, pursuant to Chapter 67A of the Kentucky Revised Statutes, 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "Government" or "LFUCG"), through its Division of Grants and Special Programs, and **QURESHI DEVELOPMENT GROUP, LLC**, a Kentucky limited liability company, 991 Star Shoot Parkway, Lexington, Kentucky 40509 (herein "Borrower").

WITNESSETH:

WHEREAS, Government, in accordance with the regulations codified at 24 CFR 92.102 – 92.106 for the HOME Investment Partnerships Program, has been designated a Participating Jurisdiction by the U.S. Department of Housing and Urban Development ("HUD") and is the recipient of federal funding from the HOME Investment Partnerships Program;

WHEREAS, the Government has been awarded federal funds from HUD's HOME Investment Partnerships Program (CFDA # 14.239) under Federal Award Numbers: M17-MC-21-0201, awarded September 22, 2017; M18-MC-21-0201, awarded September 12, 2018; M19-MC-1-0201, awarded September 4, 2019; M20-MC-21-0201, awarded December 29, 2020; M21-MC-21-0201, awarded August 18, 2021; and M23-MC-21-0201, awarded August 16, 2023;

WHEREAS, Government's approved 2017, 2018, 2019, 2020, 2021, and 2023 Annual Action Plans provide **One Million One Hundred Forty Thousand Seven Hundred Twenty Eight Dollars and 00/100 Cents ($1,140,728.00)** to Borrower (Qureshi Development Group, LLC, with Unique Entity Identifier EWF2V3YJ4SL9) in funding from the HOME Investment Partnerships Program for the development of rental housing for low-income HOME-eligible persons and/or households in accordance with the HOME Investment Partnerships Program regulations as stated in 24 CFR Part 92.205-92.206;

WHEREAS, Borrower has requested federal funds from the Government's HOME Program for the rehabilitation of an existing church building for rental housing for low-income persons and/or households;

WHEREAS, Government is willing to make a loan to the Borrower upon the terms and conditions hereinafter set forth;

WHEREAS, Borrower will rehabilitate a multi-family residential project located at 530 North Martin Luther King Boulevard, Lexington, Fayette County, Kentucky 40508 under the name of MLK Apartments;

NOW, THEREFORE, in consideration of the covenants set out herein, the parties agree as follows:

SECTION 1: PARTICULAR COVENANTS

1.01 The Government hereby agrees to loan to Borrower the maximum sum of **One Million One Hundred Forty Thousand Seven Hundred Twenty Eight Dollars and 00/100 Cents ($1,140,728.00)** (hereinafter "Loan"). This Loan shall be in the form of a Deferred Payment Loan for the term of twenty (20) years from the date of this Loan Agreement. The Deferred Payment Loan shall be at zero percent (0%) interest for the twenty (20) year period and shall be repayable in full at the end of the twenty (20) year period. Funds shall be used for the rehabilitation of twenty (20) residential units of multi-family housing located at 530 North Martin Luther King Boulevard, Lexington, Fayette County, Kentucky 40508 ("Project"). The number of HOME funded units is eight (8).

1.02 Borrower acknowledges and agrees to remain fully and solely liable for the repayment of the Loan to the Government, pursuant to the terms and conditions of this Agreement and the Mortgage Note executed in connection herewith. The affordability period is twenty (20) years and begins on the day that the HUD's Integrated Disbursement and Information System (IDIS) accepts and records the Completion report required by HUD regulations. Repayment of funds does not affect the period of affordability.

1.03 During the term of this Loan, the Borrower shall make no payments of principal provided Borrower complies with all of the terms and conditions of this HOME Agreement, Declaration of Restrictive Covenants, Mortgage Note and Leasehold Mortgage of even date herewith.

1.04 All sums borrowed hereunder shall be used solely and exclusively for the Project that is further described as the rehabilitation of residential rental property located at 530 North Martin Luther King Boulevard, Lexington, Fayette County, Kentucky 40508, for rent to low-income persons and/or households or for other eligible costs as set forth in 24 CFR 92.206. Borrower acknowledges that *eight (8) units in the Project shall be administered as HOME-assisted units*, and that the per-unit subsidy shall not exceed the maximum per-unit subsidy amount established under Section 234 Condominium Housing Limits for elevator-type projects that apply to the area in which the units are located. The eight (8) HOME-assisted units shall be floating. At a minimum, the following types of units will be HOME assisted:

Unit Type	# of Units	High HOME	Low HOME
0 BR			
1 BR	6	1	5
2 BR	2	1	1
3 BR			
4 BR			
TOTAL	**8**	**2**	**6**

1.05 No loan shall be made hereunder unless and until Borrower supplies to Government the following documentation:

- Plans and Specifications for the Project

- Copy of Development Agreement and Development Team
- Final Sources and Uses of Funds
- Commitment letters with all terms and conditions for all mortgages, grants, subordination agreements, bridge loans and investment tax credits
- Copy of the Partnership Agreement
- Closing Statement for Purchase of Property
- Construction Cost Estimate
- Construction Contract
- Documentation on syndication costs
- Twenty (20) Year Operating Proforma for the Project
- Documentation that no excess federal funds are in the project

1.06 Upon request, Borrower shall provide supporting documentation for all other costs as specified in the Sources and Uses of Funds statement. Government consents to the following loans to the Borrower in connection with the Project: a first Mortgage loan in favor of Lexington-Fayette Urban County Government, through its Office of Affordable Housing, in the amount of One Million Three Hundred Fourteen Thousand Four Hundred Eighty Seven Dollars and 00/100 Cents ($1,314,487) ("AHF Loan") (hereinafter the "Permitted Encumbrance(s)"). This Loan shall be in all respects subordinate to the Permitted Encumbrances.

1.07 No loan shall be made hereunder unless and until Borrower has delivered to Government a note in the amount of **One Million One Hundred Forty Thousand Seven Hundred Twenty Eight Dollars and 00/100 Cents ($1,140,728.00)**, and a mortgage securing said note, all within one (1) year of the date of this HOME Agreement for the purpose of securing the Loan made hereunder, which mortgage shall be upon the real property located at 530 N. Martin Luther King Boulevard,, Lexington, in Fayette County, Kentucky 40508, together with all buildings and other structures now or hereafter erected or installed and all fixtures now or hereafter attached to or used in, or in the operation of any such lands, buildings and structures which are necessary to complete use and occupancy of such buildings or structures for the purposes for which they were or are to be erected or installed. To the extent permitted by law, all personal property described in the subordinate Mortgage shall be deemed to be fixtures and part of the property. As to any part of personal property not permitted by law to be fixtures, the mortgage shall constitute a security agreement under the Uniform Commercial Code.

1.08 For a period of twenty (20) years from the date on which development of the Project is completed, established as the date the HUD's Integrated Disbursement and Information System (IDIS) accepts and records the Completion report, one hundred percent (100%) of the HOME-assisted (eight (8) units) shall be rented to low-income and very low-income households. None of the HOME-assisted units are required to be rented to very low-income households. Low-income households are those households with adjusted gross incomes at or below sixty percent (60%) of the median income for the community. Very low-income households are those households with adjusted gross incomes at or below fifty percent (50%) of the median income for the community. During this same twenty (20) year period, for projects of five (5) or more HOME-assisted units, twenty percent (20%) of the HOME-assisted units shall be rented to very low-income households except as otherwise set out herein in Section 1.11. Borrower shall use the Section 8 Program definition of annual gross income (24 CFR 5.609).

1.09 For a period of twenty (20) years from the date on which development of the Project is completed, established as the date the HUD's Integrated Disbursement and Information System (IDIS) accepts and records the Completion report, Borrower shall charge the low HOME and high HOME rents in HOME-assisted units as established from time to time by HUD pursuant to any regulations promulgated by HUD or the Government. The rents so charged must include utility costs. The maximum allowable HOME rent must be reduced by a utility allowance approved by Government if tenant is required to pay separately for utilities. The Utility Allowance must be approved by the Government prior to Lease-Up. Utility allowances approved by Government may vary as periodic adjustments are made. Should HUD revise these or other rent guidelines set out herein so as to permit Borrower to adjust the rent charged, Borrower must obtain the approval of the Government prior to adjusting rents and provide tenants with no less than thirty (30) days' written notice before adjustments are implemented.

1.10 The family size and the adjusted gross income for all tenants in HOME-assisted units must be determined at the time of initial occupancy and annually for a period twenty (20) years from the date on which development of the Project is completed. Project is deemed to be completed on the date the HUD's Integrated Disbursement and Information System (IDIS) accepts and records the Completion report. Borrower shall obtain and verify income and family size information from each tenant upon initial rent up and annually during the twenty (20) year affordability period. Borrower shall provide information on family size, adjusted gross income and rent charged for all tenants in HOME-assisted units to the Government's Division of Grants and Special Programs within sixty (60) days after the initial rent up and the annual review date. Borrower shall obtain any necessary releases from tenant to allow Government to independently verify the information provided.

1.11 For a period of twenty (20) years from the date on which development of the Project is completed, established as the date the HUD's Integrated Disbursement and Information System (IDIS) accepts and records the Completion report, Borrower shall comply with the affirmative marketing requirements established by the Government pursuant to 24 CFR 92.351(a). The Borrower must adopt and follow written tenant selection policies and criteria that: (1) limit the housing to very low- income and low-income families; and (2) are reasonably related to the applicants' ability to perform the obligations of the lease (*i.e.*, to pay the rent, not to damage the housing; not to interfere with the rights and quiet enjoyment of other tenants). Additionally, the Borrower may give preference to Veterans in all units. The Borrower shall provide all information to the Government necessary to the monitoring of the Borrower's marketing strategy to ensure compliance with this section.

1.12 **ANNUAL REVIEW.**

(a) The Borrower shall, on an annual basis, during a period of twenty (20) years from the date on which development is completed, review the income, family size and exclusions of all tenants in HOME-assisted units and determine if any are over-income. Development is deemed to be completed on the date the HUD's Integrated Disbursement and Information System (IDIS) accepts and records the Completion report. An over-income tenant is a household with an adjusted gross income exceeding eighty percent (80%) of the median income for the community. Borrower shall not evict over-income tenants based on

income. Borrower shall increase the rent of the HOME-assisted unit to thirty percent (30%) of the household's adjusted gross income. HOME-assisted units vacated by an over-income tenant must be rented to an income-eligible tenant during the twenty (20) year period, except tenants of HOME-assisted units that have been allocated low-income housing tax credits by a housing credit agency pursuant to Section 42 of the Internal Revenue Code of 1986 (26 U.S.C. 42) must pay rent governed by Section 42. HOME-assisted units vacated by an over-income tenant must be rented to an income-eligible tenant for the duration of these covenants. The Government will examine at least two (2) months of source documents evidencing annual income (*e.g.*, wage statement, interest statement, unemployment compensation statement) for the family as specified in 24 CFR §92.203, in accordance with 24 CFR §92.504(c)(3)(iii) and 24 CFR §92.253(d)

(b) Should the adjusted gross income of a very low-income tenant renting a unit at the low HOME rate increase to greater than fifty percent (50%) of the median for the community but less than eighty percent (80%) of the median for the community during the term of the tenancy and during the twenty (20) year period from the date on which development of the Project is completed, the Borrower shall set the rent for such tenant at the high HOME rate for the duration of the tenancy. The Project is deemed to be completed on the date the initial tenant surveys are verified. Borrower shall not evict such a tenant on the basis of the increase of the adjusted gross income. The next vacancy shall be rented to a very low-income tenant whose income is at or below fifty percent (50%) of the area median income at a rent no higher than the established low HOME rent.

1.13 During the twenty (20) year period of affordability, the Borrower shall permit the Government, its employees, and its consultants access to all of its financial records so that Government can make a determination of the continued financial viability of the Project.

1.14 No loan shall be made hereunder unless and until all necessary parties execute deed restrictions or other covenants to limit the use of the property in conformance with the terms of the eligibility and affordability provisions of the HOME Investment Partnerships Program of the H.U.D. Such instrument shall be fully and properly executed by the Borrower, shall be in recordable form, and shall become a covenant which runs with the land. Such restrictions or covenants shall be made a part of any instrument, executed subsequent to this Loan Agreement and the Mortgage Note and Mortgage referenced herein, conveying any interest in said property.

1.15 The Borrower shall construct all units in the Project in accordance with the Kentucky Building Code, as amended, and all applicable State and local codes, ordinances, and zoning requirements. The housing must meet the accessibility requirements of 24 CFR part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) implemented at 28 CFR parts 35 and 36, as applicable. Covered multifamily dwellings, as defined at 24 CFR 100.201, must also meet the design and construction requirements at 24 CFR 100.205, which implements the Fair Housing Act (42 U.S.C. 3601-3619). Construction contract(s) and construction documents must describe the work to be undertaken in adequate detail so that inspections can be conducted. The Borrower shall be responsible for construction inspections and shall provide copies of all inspections to the Government. The Government shall also inspect for work in progress and shall

make a final inspection.

1.16 The Borrower shall maintain all units within a building containing a unit receiving a HOME subsidy in good condition and repair in accordance with Chapter 12.1 of the Code of Ordinances of the Lexington-Fayette Urban County Government, as amended, for the full twenty (20) year term of this Loan. Borrower shall not remove or demolish any portion of any unit. Borrower shall complete or restore promptly and in good workmanlike manner any unit which may be constructed, damaged or destroyed to the extent insurance proceeds are actually received and to pay when due all claims for labor performed and materials furnished. Borrower shall not create, permit or suffer to be created or to exist any claims or liens for the labor or materials supplied for the development of the units set out herein. Borrower will comply with all laws affecting said project and will not commit or permit any waste thereon or commit or permit any act thereon in violation of law.

Government may conduct inspections of units annually for purposes of determining Borrower's compliance with maintenance requirements during the twenty (20) year period of affordability. Upon written notification of violations of maintenance requirements, Borrower shall make corrections within 60 days.

1.17 Except for such interests in the real property as may be conveyed, assigned or otherwise transferred by Borrower in connection with the Permitted Encumbrances, the Borrower shall not transfer any interest in the real property described herein in any manner or through any document or instrument of any kind during the term of the Loan without the consent of the Government. Notwithstanding anything to the contrary herein, any transfers of partnership or ownership interests in the Borrower are expressly permitted and shall not constitute a default hereunder.

1.18 The Loan set out herein may be assumed by an individual or entity capable and able to enter into enforceable contracts, agreements or other loan documents as may be required to ensure compliance with the requirements and intent of the HOME Program upon the prior written consent of the Government's Division of Grants and Special Programs, which consent shall not be unreasonably withheld or delayed.

1.19 Any lease entered into between Borrower and a tenant shall require the tenant to provide information as to family size and income as set out herein. Non-renewable leases shall not be utilized. The lease shall be in conformance with the Uniform Residential Landlord and Tenant Act to the extent the Uniform Residential Landlord and Tenant Act is applicable to Borrower and the requirements of 24 CFR 92.253. Leases for the HOME-assisted units shall be submitted to the Government for approval prior to execution. The requirements set forth in this paragraph shall be in effect for a period of twenty (20) years from the date on which development of the project is completed.

1.20 The real property and improvements described herein shall be residential rental units and related administrative offices and common areas for the full twenty (20) year term of the loan. Borrower shall not convert the units to condominium ownership or any form of cooperative ownership during the twenty (20) year term of the Loan, without the prior written consent of the Government.

1.21 The Borrower shall provide, maintain and deliver to the Government evidence of all risk, fire and extended coverage insurance satisfactory to the Government in the order and amount of the

Mortgage Note hereby secured, and each policy must include a loss payable clause in favor of the Government as a beneficiary and without right of cancellation or change except upon thirty (30) days' written notice to the Government; the Borrower shall assign to the Government any award of damages, or portion thereof, in connection with any condemnation for public use or injury to this property in the same manner and with the same effect as provided for payment of proceeds of fire and other insurance, said award or damages not to exceed the amount secured by the Mortgage Note and to the extent not assigned to the holder of any prior or superior mortgage on this property.

1.22 The Borrower shall pay all taxes, legal assessments, water rates, utilities, special assessments or other charges when the same shall become due and without delinquency, and shall not permit any liens to be imposed on this property by any reason of delinquency.

1.23 The Borrower shall not seek relief under the bankruptcy laws or declare insolvency, make assignments for the benefit of its creditors or be placed in receivership.

1.24 The Borrower shall act in conformity with the requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR Part 100 *et seq.*; Equal Opportunity in Housing (Executive Order 11063, as amended by Executive Order 12259 [3 CFR, 1959-1963 Comp., p 652 and 3 CFR, 1980 Comp., p 307] and implementing regulations at 24 CFR part 107); and Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. 2000d *et seq.*) regarding Nondiscrimination in Federally Assisted Programs and implementing regulations issued at 24 CFR part 1. The Borrower shall not discriminate against prospective tenants on the basis of race, color, national origin, religion, sex, familial status or disability. The Borrower shall also comply with the provisions of the Violence Against Women Act ("VAWA"), as amended in March 2013.

1.25 The Borrower shall act in conformity with the Age Discrimination Act of 1975, (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR Part 146.

1.26 The Borrower shall act in conformity with the Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 205, 201, 218, and 225) which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services and telecommunications; the Fair Housing Act (42 U.S.C. 3601-19) as implemented by 24 CFR 100.205; and Section 504 of the Rehabilitation Act of 1973 prohibiting discrimination in federally assisted programs on the basis of handicap (29 U.S.C. 791 *et seq.*) and implementing regulations at 24 CFR part 8.

1.27 The Borrower shall comply with the requirements of Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971-1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) concerning the use of Minority Business Enterprises; Executive Order 12432 (3 CFR, 1983 Comp., p. 198) regarding Minority Enterprise Development; and, Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR , 1987 Comp., p. 245) regarding Women's Business Enterprises. The Borrower shall require its contractors and subcontractors to provide disadvantaged business enterprises with opportunities to participate in the project to ensure equal opportunity for socially and economically disadvantaged small businesses.

1.28 Borrower and Government acknowledge that all laborers and mechanics, etc., employed in

the construction of any project containing twelve (12) or more dwelling units and assisted with HOME funds, whether employed by Borrower, contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. Section 276(A)-7). The Borrower 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.*). Borrower agrees that it will be responsible for compliance with these regulations and shall provide Government with evidence of compliance upon request.

1.29 **REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT".** The Borrower and/or his Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934, (48 Stat. 948; 62 Stat. 862; title 18 U.S.C. section 874; and title 40 U.S.C. section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontractor's contract to insure compliance therewith by all subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

1.30 The Borrower shall require all of its contractors and subcontractors to certify that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federally funded activities.

1.31 The Borrower shall comply with the "Lead Based Paint Poisoning Prevention Act of 1971" and H.U.D. Regulations 24 CFR 35 and Section 8 Conforming Rule at 24 CFR 982.401(j). All interior and exterior paints, enamels, finishes, and/or primers used on any surfaces of housing and its environs shall not contain more than .06 of 1 percent of lead by weight (calculated as lead metal) in the total non-volatile content of liquid paints.

1.32 To assure and protect its rights under this Loan, the Government shall have right of access and inspection of the Project at reasonable times and with reasonable notice to the Borrower.

1.33 The Borrower shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or handicap. The Borrower shall state in all solicitations and advertisements for employees placed by or on behalf of Borrower that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, sex, age, national origin, or handicap.

1.34 The Borrower shall act in conformity with the "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970" (42 U.S.C. 4201-4655) and 49 CFR part 24 pertaining to the acquisition of real property and relocation assistance for displaced persons. The Borrower shall provide all information to the Government necessary to the monitoring of the Borrower's marketing strategy to ensure compliance with this section, as if said policy were fully set out herein in writing.

1.35 The Borrower shall comply with the conflict of interest provisions in 24 CFR 84.42 regarding written standards governing the performance of its officers, employees, and agents engaged in awarding and administering contracts.

1.36 In accordance with section 2-33 of the Code of Ordinances of the Lexington-Fayette Urban County Government, the Borrower shall ensure that projects being assisted with HOME funds pursuant to this agreement shall be made available without regard to actual or perceived sexual orientation, gender identity or marital status of any applicant or prospective tenant. Neither Borrower nor any of its agents will inquire about the sexual orientation or gender identity of any applicant or prospective tenant.

1.37 The Borrower shall comply with the Violence Against Women Act (VAWA) requirements set forth in 24 CFR §5.2005, specifically protections for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, including but not limited to, providing notification of occupancy rights, constructing lease terms of assistance for victims, and providing emergency transfer plans.

1.38 **SOURCE AND USES OF FUNDS.** HOME funds provided to the Borrower hereunder shall be used only for eligible project costs in accordance with the HOME regulations at 24 CFR 92.206. The specific Sources and Uses of Funds must be delivered to and approved by the Government prior to the delivering of a mortgage and note.

1.39 Changes in the Project work requested by the Borrower, for any reason whatsoever must be submitted in writing, properly itemized and supported by sufficient substantiating data to be evaluated and certified by the Division of Grants and Special Programs. The Government will issue a written authorization for such changes and no such modification shall be made without a written agreement signed by the Borrower and the Government.

1.40 **TIME OF COMPLETION**. The Borrower agrees to complete the development covered by this Agreement on or before **January 1, 2027**, unless the time for completion is extended in writing by the Government. All HOME-assisted units shall be occupied by eligible tenants within six months of completion of development. The Borrower shall submit a marketing plan to the Government if it fails to lease units within six months of completion of development. If HOME-assisted units are not occupied by eligible tenants within eighteen months of completion of development, Borrowers shall repay all HOME funds that Borrowers have received under this Agreement, less pro-rated amount for occupied units.

Time is of the essence, and it is agreed that if all development work is not completed in the time specified for completion and stated herein that it may result in the Government withdrawing funds which have been made available under this Agreement.

1.41 **PROGRESS PAYMENTS.** The Government shall disburse loan proceeds from time to time as the work progresses, as requested by the Borrower, but not more frequently than once a month. At no time will the total number of payments exceed twelve (12). At the Government's request, lien releases shall be submitted with each request for progress payments.

No progress payment shall exceed ninety percent (90%) of the value of work in place, as estimated by an inspection by the Government less the aggregate of previous payments. The remaining ten percent (10%) shall be held by the Government as retainage. At such time as the

Government deems appropriate, based on quality of work performed and other pertinent factors, the rate of retainage may be reduced; although, any reduction in retainage, below the ten percent (10%) level, is made solely at the Government's discretion. All remaining retainage held will be included in the final payment to the Borrower.

1.42 ACCEPTANCE AND FINAL PAYMENT. Upon receipt of notice that the development is ready for final inspection and acceptance, the Government shall promptly make such inspection within five (5) days of receipt of such notice; and when it finds the development acceptable under this Agreement and the Agreement fully performed, shall authorize the payment to the Borrower and/or his Contractor the final progress payment which shall be the entire balance then due to Borrower and/or his Contractor. Before the Borrower and/or his Contractor shall be paid in full, however, he shall submit evidence satisfactory to the Government that all payrolls, materials, bills, and other indebtedness connected with the work have been paid and the Borrower and/or his Contractor shall provide satisfactory releases of liens or claims for liens by any Contractors, Subcontractors, Laborers and material suppliers.

Prior to final payment, the Borrower will provide a satisfactory summary of all project expenses to document that the additional funds expended by the Borrower for development equaled or exceeded the amount so specified in the approved Sources and Uses of Funds. Should the Borrower's actual and final share of total project expenses be less than the amount specified in the approved Sources and Uses of Funds, then the Borrower will repay to the Government, or have HOME funds withheld in an amount sufficient to reduce the Government's HOME Deferred Loan amount to a sum no greater than the amount needed for HOME gap financing.

Prior to final payment, the Borrower shall provide: a post construction appraisal; copies of all Lexington-Fayette Urban County Government Division of Building Inspection reports, including Certificate of Occupancy, Final Sources and Uses of Funds; leases; HOME Annual Certification Report; completed tenant-funded utilities form(s); and, the final report of contractors/subcontractors employed on the project, with Federal Employer Identification Numbers/Social Security numbers, complete mailing addresses, type of trade/skill, total contract dollar amount, and indication of Disadvantaged Business Enterprise status, specifically women-owned and/or race/ethnicity categories (Alaskan Native/American Indian, Asian or Pacific Islander, Black Non-Hispanic, Hispanic, or White/Non-Hispanic). Borrower shall also provide written report on all efforts made by its contractor and subcontractors to comply with Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) Section 3 Clause.

1.43 REPORTING. The Borrower agrees to provide any reports and information as required by the Participating Jurisdiction. The Borrower shall be responsible for providing the following data: the number of affordable units developed, size of units (number of bedrooms), years of affordability, the number of units meeting Energy Star standards, the number of units made fully accessible under Section 504 accessibility standards, and the number of units occupied by elderly households (either the head or co-head is age 62 or older). The Borrower shall also provide an annual report on the number of persons that applied for tenancy but were not served to include race, ethnicity, and single-headed households, both male and female. In addition, an annual report shall also provide the following information about the employees of the Borrower's organization: race, ethnicity, national origin, age, gender, and disability. The annual report shall be submitted

to the Participating Jurisdiction no later than thirty days after the end of the Participating Jurisdiction's fiscal year. Annual reports shall be submitted throughout the twenty (20) year period of affordability. Annually the Borrower must submit to the Government the most recent Single Audit, Financial Audit or Profit/Loss Statement and Balance Sheet if the Financial Audit is not available pursuant to [official name for Grants HOME internal policies and procedures] and in accordance with its recordkeeping and reporting requirements under 24 CFR §92.504(c)(3)(vi).

SECTION 2: MISCELLANEOUS

2.01 INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS. No member of or delegate to the Congress of the United States and no resident commissioner shall be admitted to any share or part of this Agreement or to any benefits to arise from same, provided that the foregoing provision of this Section shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

No officer, employee or member of the governing body of the Government who exercises any functions or responsibilities in connection with the carrying out of the project to which this Agreement pertains shall have any private interest, direct or indirect, in this Agreement.

2.02 The Borrower shall act in conformity with the federal prohibition regarding the employment of, awarding contracts to, or otherwise engaging the services of any contractor, owner, or subcontractor during any period of debarment, suspension or placement of ineligibility status.

2.03 EXECUTIVE ORDER 11246. The Borrower shall comply with the provisions of Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) concerning Equal Employment Opportunity Programs and implementing regulations at 41 CFR Chapter 60.

2.04 The Borrower shall comply with the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) Section 3 Clause and implementing regulations at 24 CFR part 135.

The Borrower and/or his Contractor agrees to abide by the Section 3 Clause set forth above and will also cause this section to be inserted in any subcontracts entered into with third parties for work covered by this Agreement.

2.05 The Borrower agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, insofar as they apply to the performance of the contract.

2.06 VAWA REGULATIONS. The Violence Against Women Act (VAWA) requirements as amended in March 2013 set forth in 24 CFR part 5, subpart L, apply to all HOME tenant-based rental assistance and rental housing assisted with HOME funds. The Borrower shall comply with the Violence Against Women Act (VAWA) requirements set forth in 24 CFR §5.2005 and 24 CFR § 92.359, specifically protections for victims of domestic violence, dating violence, sexual assault,

or stalking, including but not limited to, providing the notice and certification form described in 24 CFR 5.2005(a), notification of occupancy rights, constructing lease terms of assistance for victims, providing emergency transfer plans, and notification of eviction. Moreover, the Borrower agrees that all leases that are approved by the Borrower shall contain the Government required VAWA lease \ term/addendum, as described in 24 CFR 92.359(e) and the Government HOME Policies and Procedures.

2.07 The Borrower agrees to defend, indemnify, and hold Government harmless from any and all losses or claims of whatever kind, that are in any way incidental to, or connected with, or that arise or allege to have arisen, directly or indirectly, in whole or in part, from the execution, performance, or breach of this Agreement by Borrower, including any environmental problems, including, without limitation, soil and/or water contamination, and remedial investigations and feasibility studies thereof, which exist at or prior to the Agreement commencement date, regardless of when such losses or claims are made or incurred. This Indemnity Provision shall in no way be limited by any financial responsibility, or loss control requirements below, and shall survive the termination of this Agreement;

For the purposes of this Indemnity Provision:

(a) The word "defend" includes, but is not limited to, investigating, handling, responding to, resisting, providing a defense for, and defending claims, at Borrower's expense, using attorneys approved in writing by Government, which approval shall not be unreasonably withheld.

(b) The word "claims" includes, but is not limited to, claims, demands, liens, suits, notices of violation from Governmental agencies, and other causes of action of whatever kind.

(c) The word "losses" includes, but is not limited to: attorney fees and expenses; costs of litigation; court or administrative costs; 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 Borrower and Government, and damage to, or destruction of, any property, including the property of Government.

2.08 **ACCESS TO RECORDS.** The Secretary and the Inspector General of HUD, the Comptroller General of the United States of America, and the Mayor of the Government, or any of their duly authorized representatives, shall have access to all books, accounts, reports, files, and other papers or property of the Borrower and the Borrower pertaining to this Loan and related development for the purpose of making surveys, audits, examinations, excerpts, and transcripts.

SECTION 3: DEFAULT

3.01 If within one year from the date of completion of the development of the Project, Borrower breaches any of the provisions of Sections 1 and 2 of this Agreement, such shall be considered a default and the full amount of the disbursed amount of the Deferred Payment Loan, plus fifteen percent (15%) of that full amount, shall be immediately due and payable; provided, before the

Government may accelerate any amount due under the Deferred Payment Loan or take advantage of any other remedies, Borrower shall have a thirty (30) day grace period from receipt of written notice of the fault to cure such default.

3.02 If during the second through the end of the twenty (20) year of the Deferred Payment Loan, the Borrower breaches any of the provisions of Sections 1 and 2 of this Agreement, such shall be considered a default and the full disbursed amount of the Deferred Payment Loan shall be immediately due and payable; provided, before the Government may accelerate any amount due under the Deferred Payment Loan or take advantage of any other remedies, Borrower shall have a thirty (30) day grace period from receipt of written notice of the default to cure such default.

3.03 Any forbearance by the Government with respect to any of the terms and conditions of this Loan in no way constitutes a waiver of any of the Government's rights or privileges granted hereunder.

3.04 In the event of default by the Borrower, the Government may take such measures as may be lawful to it for the recovery of indebtedness and including, but not limited to, foreclosure and sale of the Borrower's rights in the Project and/or the assignment and collection of the rents and profits of the Project.

3.05 Borrower acknowledge that any default on a superior lien or any initiation of a foreclosure based on any lien shall be a default under this Loan Agreement and that the amount immediately due and payable as a result of such a default shall be governed by Section 3.01 and Section 3.02 of this Agreement.

3.06 If an event of default occurs under the terms of any documents executed in connection with this HOME Agreement or any other document executed in connection herewith (collectively, the "Loan Documents"), prior to exercising any right or remedy thereunder, Government shall give Borrower written notice of such default. If the default is reasonably capable of being cured within thirty (30) days, Borrower shall have 30 days (or such longer period of time as may be specified in the Loan Documents) to effect a cure prior to the exercise by Government of any rights or remedies under the Loan Documents. If the default is such that it is not reasonably capable of being cured within thirty (30) days or such longer period if so specified, and if Borrower (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then Borrower shall have such additional time as is reasonably necessary to cure the default prior to the exercise of any rights or remedies by Lender.

SECTION 4: MISCELLANEOUS

4.01 Notwithstanding anything to the contrary contained herein, the covenants and agreements contained in Sections 1 through 3 shall survive the closing.

4.02 Invalidation of any one of these provisions by judgment or Court order shall not affect any other provisions which shall remain in effect.

4.03 This instrument, with documents described herein, constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this Contract at Lexington, Kentucky, the day and year first above written.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGES TO FOLLOW

SIGNATURE PAGE - LFUCG

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
By: Linda Gorton
Its: Mayor

By: Linda Gorton
Linda Gorton, Mayor

COMMONWEALTH OF KENTUCKY)
) SCT
COUNTY OF FAYETTE)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this the 30 day of August, 2024, by Linda Gorton, as Mayor of the Lexington-Fayette Urban County Government.

Notary Public, State At Large, Kentucky
My Commission Expires: 10/24/2026
Commission Number: KYNP61125.

ATTEST:

Clerk, Urban County Council

SIGNATURE PAGE – BORROWER

QURESHI DEVELOPMENT GROUP, LLC
By: Hera Qureshi
Its: Managing Member

By: _____
Hera Qureshi, Managing Member

COMMONWEALTH OF KENTUCKY)
) SCT
COUNTY OF FAYETTE)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this the 29 day of August, 2024, by Hera Qureshi, Managing Member of Qureshi Development Group, LLC.

KARINA TIMOSHCHUK
Notary Public
Commonwealth of Kentucky
Commission Number KYNP50122
My Commission Expires May 2, 2026

_____
Notary Public, State At Large, Kentucky
My Commission Expires: May 2, 2026
Commission Number: KYNP50122

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0698-24

File ID:	0698-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	06/25/2024
File Name:	PSA Tania Walker - It Takes A Village Program 2024			**Final Action:**	07/09/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to execute an Agreement with Tania Walker to serve as Director of the It Takes a Village Summer Youth Program for ONE Lexington, at a cost not to exceed $8,000. [Mayor's Office, Carama]

Notes:

Sponsors:

Enactment Date: 07/09/2024

Attachments: Memo Tania Walker (24), One Lexington Summer Youth Program Coordinator Agreement 24_Signed, RESO 0698-24 It Takes a Village Summer Youth Program (Tania Walker) 4862-8226-7085 v.1.docx, R-384-2024

Enactment Number: R-384-2024

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	07/09/2024	Approved and Referred to Docket	Urban County Council	07/09/2024		Pass
1	Urban County Council	07/09/2024	Received First Reading	Urban County Council	07/09/2024		
1	Urban County Council	07/09/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	07/09/2024	Approved				Pass

Text of Legislative File 0698-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to execute an Agreement with Tania Walker to serve as Director of the It Takes a Village Summer Youth Program for ONE Lexington, at a cost not to exceed $8,000. [Mayor's Office, Carama]

Summary

Authorization to execute a Professional Services Agreement with Walker Construction LLC for Tania Walker to be the Director of the It Takes A Village Summer Youth Program (2024) at a cost of $8,000. Funds are Budgeted. (L0698-24) (Carama/Scott)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: { Select Yes, Completed by [Brittany Smith, 6/25/24]}

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

Fully Budgeted [select]: Yes

Account Number: 1101-133006-1321-71299

This Fiscal Year Impact: $8,000

Annual Impact: $N/A

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

TO: Mayor Linda Gorton
Urban County Council

FROM: Devine Carama,
Director, ONE Lexington

CC: Tyler Scott, Chief of Staff

DATE: April 30, 2024

SUBJECT: Professional Service Agreement for Director of It Takes A Village Summer Program

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Request

Request Council authorization to execute a Professional Services Agreement with Walker Construction LLC for Tania Walker to be the Director of the It Takes A Village Summer Youth Program (2024).

Reason For Request

It Takes A Village Summer Youth Program provides trauma informed care programming from June 4, 2024 through July 25, 2024 (8 weeks) for teens impacted by gun violence. The Program Director will oversee daily program implementation, provide onsite supervision, and assist with reports to ONE Lexington in coordination with the Community Outreach Advocate.

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

The cost for this FY is: $8,000

The cost for future FY is: N/A

Are the funds budgeted?

The funds are budgeted:

Account number: 1101-133006-1321-71299

File Number: 0698-24

Director/Commissioner: Devine Carama/Tyler Scott

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and entered into on the 4th day of_June, 2024, by and between the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "Government"), on behalf of ONE Lexington ("Sponsor") and Tania Walker, 2005 Polk Lane, Lexington, Ky 40511 (hereinafter referred to as "Contractor")

WITNESSETH

WHEREAS, the Sponsor is a program established by the Government to help address gun violence among youth and young adults.

WHEREAS, the Sponsor seeks to enhance the quality of life in the youth impacted by providing educational and workforce preparation opportunities coupled with recreational activities for Lexington youth ages 13 - 17.

WHEREAS, the Government, through its Sponsor, has prepared a trauma informed care approach, summer youth program.

WHEREAS, the Government seeks help implementing this program approach during the summer with youth from underserved communities who are most impacted by gun violence.

WHEREAS, the Contractor has been selected as an independent contractor to aide in implementing this Model by being Director of Summer Youth Program

NOW THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions and covenants hereinafter set forth, the parties hereto agree as follows:

SECTION I
OBLIGATIONS OF CONTRACTOR

1. Contractor agrees that its responsibilities under this Agreement shall include the following activities:
    a. Attending any training requested by the Government and/or its Sponsor;
    b. Overseeing day to day activities of Summer Youth Program.
    c. Timely completion of any reports requested by the Government and/or its Sponsor.

2. Contractor agrees to comply with all terms of the Government's Model, which is attached hereto and incorporated herein by reference. The Contractor understands and agrees that the failure to comply with the Model is a material breach of this Agreement, and in the event of such a material breach, the Government may immediately terminate this Agreement without providing advance notice to the Contractor as may be required elsewhere in this Agreement.

3. Contractor agrees it shall not distribute any materials bearing the Government's Logo or that of its Sponsor without prior authorization from Government.

SECTION II

OBLIGATIONS OF GOVERNMENT

1. On a mutually agreeable date(s) after the effective date of this Agreement, Government agrees to pay Contractor a biweekly stipend of $2,000.00. The total amount paid to Contractor shall not exceed $8,000.00 during the initial "Term" of this Agreement as defined in Section III below.

2. Government agrees to provide training to the Contractor on how to implement its Model.

SECTION III

GENERAL CONDITIONS

1. This Agreement shall be effective from June 4, 2024, through July 25, 2024 ("Term").

2. This Agreement may be terminated by either party for any reason upon five (5) written days notice to the other party. In the event of termination, the Contractor shall be paid in full for all services performed to the date of such termination in accordance with this Agreement.

3. The Government acknowledges and agrees that this Agreement shall not in any way interfere with or prevent the engagement of the Contractor in other employment, presently or otherwise.

4. The Contractor acknowledges that he/she is an independent contractor under this Agreement and not any employee of the Government for any purpose. 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.

5. The Contractor is solely responsible for his or her conduct and actions while performing services under this Agreement and understands that the Government will not indemnify, defend, or hold him or harmless from liability should a claim or action be brought against the Government or Sponsor.

6. 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.

7. This Agreement represents the entire and integrated agreement between the Government and the Contractor and supersedes all prior negotiations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Contractor and the Government.

8. This Agreement shall be governed by the laws of the Commonwealth of Kentucky.

[INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____
Linda Gorton, Mayor

ATTEST:

_____
Clerk of the Urban County Council

CONTRACTOR

BY: _____
NAME:

RESOLUTION NO. _____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH TANIA WALKER TO SERVE AS DIRECTOR OF THE IT TAKES A VILLAGE SUMMER YOUTH PROGRAM FOR ONE LEXINGTON, AT A COST NOT TO EXCEED $8,000.00.

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 an agreement, attached hereto and incorporated herein by reference, with Tania Walker to serve as Director of the It Takes a Village Summer Youth Program for ONE Lexington.

Section 2 – That an amount, not to exceed $8,000.00, is hereby authorized for payment to Tania Walker from account # 1101-133006-71299, pursuant to the terms of the Agreement.

Section 3 – That this Resolution shall become effective as of June 4, 2024.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0698-24:BGS: 4862-8226-7085, v. 1

RESOLUTION NO. 384 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH TANIA WALKER TO SERVE AS DIRECTOR OF THE IT TAKES A VILLAGE SUMMER YOUTH PROGRAM FOR ONE LEXINGTON, AT A COST NOT TO EXCEED $8,000.00.

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 an agreement, attached hereto and incorporated herein by reference, with Tania Walker to serve as Director of the It Takes a Village Summer Youth Program for ONE Lexington.

Section 2 – That an amount, not to exceed $8,000.00, is hereby authorized for payment to Tania Walker from account # 1101-133006-71299, pursuant to the terms of the Agreement.

Section 3 – That this Resolution shall become effective as of June 4, 2024.

PASSED URBAN COUNTY COUNCIL: July 9, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0698-24:BGS: 4862-8226-7085, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0699-24

File ID:	0699-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	06/25/2024
File Name:	Andrews Consulting PSA			**Final Action:**	07/09/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to execute an Agreement with Andrews Counseling and Consulting, PLLC, to provide counseling support to participants of the It Takes a Village Summer Youth Program for ONE Lexington, at a cost not to exceed $28,000. [Office of the Mayor, Carama]

Notes:

Sponsors:		**Enactment Date:**	07/09/2024
Attachments:	Memo Andrews Counsel, Andrews Consulting Agreement 2024, RESO 0699-24 It Takes a Village Summer Youth Program 4889-4833-7101 v.1.docx, R-385-2024	**Enactment Number:**	R-385-2024
Deed #:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	07/09/2024	Approved and Referred to Docket	Urban County Council	07/09/2024		Pass
1	Urban County Council	07/09/2024	Received First Reading	Urban County Council	07/09/2024		
1	Urban County Council	07/09/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	07/09/2024	Approved				Pass

Text of Legislative File 0699-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to execute an Agreement with Andrews Counseling and Consulting, PLLC, to provide counseling support to participants of the It Takes a Village Summer Youth

Program for ONE Lexington, at a cost not to exceed $28,000. [Office of the Mayor, Carama]

Summary

Authorization to execute a Professional Services Agreement with Andrews Counseling PLLC to provide weekly group trauma counseling support to participants in It Takes A Village Summer Youth Program for 8 weeks, June 4, 2024, through July 23, 2024, at a cost of $28,000. Funds are Budgeted. (L0699-24) (Carama/Scott)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: { Select Yes, Completed by [Brittany Smith, 6/25/24]}

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

Fully Budgeted [select]: Yes

Account Number: 1101-133006-1321-71299

This Fiscal Year Impact: $28,000

Annual Impact: $N/A

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

TO: Mayor Linda Gorton
Urban County Council

FROM: Devine Carama,
Director, ONE Lexington

CC: Tyler Scott, Chief of Staff

DATE: May 9, 2024

SUBJECT: Professional Service Agreement for Trauma Counseling

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Request

Request Council authorization to execute a Professional Services Agreement with Andrews Counseling PLLC to provide weekly group trauma counseling support to participants in It Takes A Village Summer Youth Program for 8 weeks, June 4th – July 23rd, 2024.

Reason For Request

It Takes A Village Summer Youth Program participants are youth impacted by gun violence. Trauma informed care service will provide professional counseling designed to prevent the negative impact of trauma. Andrew Counseling will provide one on one evaluations and consultation, and 14 structured group sessions on Tuesdays and Thursday over 8 weeks. Additional service will be offered to the parents of It Takes A Village participants.

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

The cost for this FY is: $28,000

The cost for future FY is: N/A

Are the funds budgeted?

The funds are budgeted:

Account number: 1101-133006-1321-71299

File Number: 0699-24

Director/Commissioner: Devine Carama/Tyler Scott

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") dated this 15th day of May, 2024.

BETWEEN:

LFUCG
200 E. Main Street, Lexington, KY 40507
(the "Client")

- AND -

Andrews Counseling & Consulting, PLLC of 114 Pasadena Dr, Lexington, KY 40503, USA
(the "Contractor").

BACKGROUND:

A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.

B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The Client hereby agrees to engage the Contractor to provide the Client with services (the "Services") consisting of: *Andrews Counseling & Consulting is committed to providing psychoeducational groups focusing on therapeutic interventions in a group setting. These groups will center on topics such as gun violence, ecological trauma (community violence), and grief.*

2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

Term of Agreement

3. The term of this Agreement (the "Term") will begin on the date that both parties have executed this Agreement and will remain in full force and effect for a term of eight weeks starting June 3, 2024 through July 26, 2024.

4. Either Party may terminate this Agreement at any time for any reason by giving thirty (30) days advance written notice.

Currency

5. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in US Dollars.

Compensation

6. For the services rendered by the Contractor as required by this Agreement, the total amount of compensation paid to Contractor shall not exceed $ 28,000. Client will provide compensation (the "Compensation") to the Contractor as follows: The ratio expected--1 Licensed therapist to every 12 attendees is approximately four groups, given we have approximately 48 attendees. Our rate per attendee would be $125 for a 90-minute group; however, this would be, at most, a total of $28,000 for this contract

Reimbursement of Expenses

7. In connection with providing the Services hereunder, the Contractor will only be reimbursed for expenses that have been approved in advance.

8. The Contractor will furnish vouchers to the Client for all such expenses.

9. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

10. The Contractor agrees that it will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client. This obligation will survive the expiration or termination of this Agreement and will continue indefinitely.

11. All written and oral information and materials disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

12. Parties agree that this provision shall not be interpreted so as to violate the Kentucky Open Records Act.

Ownership of Materials and Intellectual Property

13. All intellectual property and related materials (the "Intellectual Property") including any related work in progress that is developed or produced under this Agreement, will be the property of the Contractor. This includes PowerPoint, books, handouts, and any related intellectual property.

14. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Contractor.

15.

Return of Property

16. Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

Capacity/Independent Contractor

17. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

18. **Exhibit A**

Scope of Services

Psycho-Educational Services

CONTRACTOR shall provide psycho-educational services to attendees. Such services may include, but are not limited to: Anger Management, Self Esteem, Coping with Grief, and other psychoeducation programs.

Psycho-educational Services Curriculum: All psycho-educational programming shall include services that are considered evidence-based practices (EBP), best practices or promising practices and shall be held in accordance with their identified guidelines. Specific tools, activities, and methods to be used may already be outlined in the EBP, best practices, or promising practices training/curriculum chosen.

Notice

19. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

a. LFUCG: 200 E. Main Street, Lexington, KY 40507
b. Attn: Devine Carama

c. Andrews Counseling & Consulting, PLLC
114 Pasadena Dr, Lexington, KY 40503, USA

20. .

Modification of Agreement

21. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Assignment

22. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

23. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Enurement

24. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

Titles/Headings

25. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

26. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

27.

Service Agreement (Contractor) Page 6 of 6

Governing Law

28. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of Kentucky, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

29. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

30. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____th day of _____, 2024.

LFUCG

Per:_____(Seal)

Andrews Counseling & Consulting, PLLC

Per:_____(Seal)

RESOLUTION NO. _____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH ANDREWS COUNSELING AND CONSULTING, PLLC, TO PROVIDE COUNSELING SUPPORT TO PARTICIPANTS OF THE IT TAKES A VILLAGE SUMMER YOUTH PROGRAM FOR ONE LEXINGTON, AT A COST NOT TO EXCEED $28,000.00.

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 an agreement, attached hereto and incorporated herein by reference, with Andrews Counseling & Consulting, PLLC, to provide counseling support to participants of the It Takes a Village Summer Youth Program for ONE Lexington.

Section 2 – That an amount, not to exceed $28,000.00, is hereby authorized for payment to Andrews Counseling & Consulting, PLLC, from account # 1101-133006-71299, pursuant to the terms of the Agreement.

Section 3 – That this Resolution shall become effective as of June 4, 2024.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0699-24:BGS: 4889-4833-7101, v. 1

RESOLUTION NO. 385 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH ANDREWS COUNSELING AND CONSULTING, PLLC, TO PROVIDE COUNSELING SUPPORT TO PARTICIPANTS OF THE IT TAKES A VILLAGE SUMMER YOUTH PROGRAM FOR ONE LEXINGTON, AT A COST NOT TO EXCEED $28,000.00.

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 an agreement, attached hereto and incorporated herein by reference, with Andrews Counseling & Consulting, PLLC, to provide counseling support to participants of the It Takes a Village Summer Youth Program for ONE Lexington.

Section 2 – That an amount, not to exceed $28,000.00, is hereby authorized for payment to Andrews Counseling & Consulting, PLLC, from account # 1101-133006-71299, pursuant to the terms of the Agreement.

Section 3 – That this Resolution shall become effective as of June 4, 2024.

PASSED URBAN COUNTY COUNCIL: July 9, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0699-24:BGS: 4889-4833-7101, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0701-24

File ID:	0701-24	**Type:**	Ordinance	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	06/25/2024
File Name:	Dissolution of the Special Events Commission			**Final Action:**	07/09/2024

Title: An Ordinance repealing Article XXV of Chapter 2 of the Code of Ordinances related to the Lexington-Fayette Urban County Special Events Commission; providing that all duties of the Special Events Commission shall be assumed by the Office of the Mayor; and substituting the Office of Mayor for the Special Events Commission in Sections 15-1.2(1); 17-29.4; and 17-29.6 of the Code; and substituting Festival or Special Event Coordinator in Sections 15-1.2(2) and 17-29.8 of the Code; allowing Street Performers to connect to Urban County Power Sources with written permission from the Urban County Government in Section 17-29.8; and substituting the Urban County Government or its Depts. for the Special Events Commission in Section 13-6 of the Code, effective upon passage of Council. [Mayor's Office, Lyons]

Notes:

Sponsors:		**Enactment Date:**	07/09/2024
Attachments:	Memo to dissolve Special Event Commission, Ordinance repealing Special Events Commission, ORD 0701-24- Ordinance repealing Special Events Commission 4855-1751-2087 v.1.docx, O-080-2024	**Enactment Number:**	O-080-2024
Deed #:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	07/09/2024	Approved and Referred to Docket	Urban County Council	07/09/2024		Pass
1	Urban County Council	07/09/2024	Received First Reading	Urban County Council	07/09/2024		
1	Urban County Council	07/09/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	07/09/2024	Approved				Pass

Text of Legislative File 0701-24

Title

An Ordinance repealing Article XXV of Chapter 2 of the Code of Ordinances related to the Lexington-Fayette Urban County Special Events Commission; providing that all duties of the Special Events Commission shall be assumed by the Office of the Mayor; and substituting the Office of Mayor for the Special Events Commission in Sections 15-1.2(1); 17-29.4; and 17-29.6 of the Code; and substituting Festival or Special Event Coordinator in Sections 15-1.2(2) and 17-29.8 of the Code; allowing Street Performers to connect to Urban County Power Sources with written permission from the Urban County Government in Section 17-29.8; and substituting the Urban County Government or its Depts. for the Special Events Commission in Section 13-6 of the Code, effective upon passage of Council. [Mayor's Office, Lyons]

Summary

Authorization to dissolve the Special Events Commission, repealing Article XXV of Chapter 2 of the Code of Ordinances and all duties of the commission shall be assumed by the Office of the Mayor. The commission has not been active for seven or more years. No Budgetary impact. (L0701-24) (Lyons/Scott)

Budgetary Implications [select]: NO

Advance Document Review:

Law: { Select Yes, Completed by [Evan Thompson, 7/1/24]}

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

Fully Budgeted [select]: N/A

Account Number: N/A

This Fiscal Year Impact: $N/A

Annual Impact: $N/A

Project:

Activity:

Budget Reference:

Current Balance:

LEXINGTON

TO: **LINDA GORTON, MAYOR**
URBAN COUNTY COUNCIL

FROM: **HEATHER LYONS, MAYOR'S OFFICE**

CC: Sally Hamilton; Tyler Scott

DATE: July 1, 2024

SUBJECT: MOA for Dissolution of the Special Events Commission

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Request Authorization to: Dissolve the Special Events Commission

Why are you requesting? The Special Events Commission has not been active for seven or more years.

Department needs this action completed because:

- The Special Events Commission is still mentioned on Special Event Resolutions and other internal documents. These documents need to be updated as these duties are now performed by the Mayor's office.

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

There is no cost associated with this.

The cost for future FY is: 0

Are the funds budgeted? No funds are required.

Account numbers:

File Number: 0701-24

Director/Commissioner: Heather Lyons/Tyler Scott

ORDINANCE NO. _____ - 2024

AN ORDINANCE REPEALING ARTICLE XXV OF CHAPTER 2 OF THE CODE OF ORDINANCES RELATED TO THE LEXINGTON-FAYETTE URBAN COUNTY SPECIAL EVENTS COMMISSION; PROVIDING THAT ALL DUTIES OF THE SPECIAL EVENTS COMMISSION SHALL BE ASSUMED BY THE OFFICE OF THE MAYOR; AND SUBSTITUTING THE OFFICE OF MAYOR FOR THE SPECIAL EVENTS COMMISSION IN SECTIONS 15-1.2(1); 17-29.4; AND 17-29.6 OF THE CODE; AND SUBSTITUTING FESTIVAL OR SPECIAL EVENT COORDINATOR IN SECTIONS 15-1.2(2) AND 17-29.8 OF THE CODE; ALLOWING STREET PERFORMERS TO CONNECT TO URBAN COUNTY POWER SOURCES WITH WRITTEN PERMISSION FROM THE URBAN COUNTY GOVERNMENT IN SECTION 17-29.8; AND SUBSTITUTING THE URBAN COUNTY GOVERNMENT OR ITS DEPARTMENTS FOR THE SPECIAL EVENTS COMMISSION IN SECTION 13-6 OF THE CODE, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 – That Article XXV of Chapter 2 of the Code of Ordinances be and hereby is repealed in its entirety.

Section 2 – That the duties of the Special Events Commission, including the responsibility to review applications for special events, shall be assumed by the Office of the Mayor, with assistance and coordination from relevant urban county divisions as necessary.

Section 3 – That Section 15-1.2 of the Code of Ordinances be and hereby is amended to read as follows:

Sec. 15-1.2. - Sale of food or goods in festival areas.

(1) *Festival area*, as used in this section, shall mean all of the public right-of-way, including the sidewalks, of any area designated by the office of the mayor ~~of the urban county government~~ to be the site of a festival or special event duly established as such by the office of the mayor.~~and overseen by the urban county special events commission.~~

(2) It shall be unlawful for any vendor or peddler to sell or offer for sale food or goods in a festival area, at any time during the festival, without securing a permit therefor from the festival or special event organizer. ~~urban county special events commission, by making application and remitting payment for the same.~~

(3) Any vendor or peddler who shall sell or offer for sale food or goods, in violation of this section shall be fined not to exceed two hundred fifty dollars ($250.00) or be imprisoned for a period not to exceed seven (7) days, or be both so fined and so imprisoned.

Section 4 – That Section 17-29.4 of the Code of Ordinances be and hereby is amended to read as follows:

Sec. 17-29.4. - Form and conditions of permits.

All permits shall be issued on a form deemed suitable by the administrator. In addition to naming the permittee and any other information deemed appropriate by the administrator, the permit shall contain the following conditions:

(1) Each permit shall be effective for one (1) year, from January 1 to December 31, subject to annual renewal, unless revoked or suspended prior to expiration. No fees will be refunded for revocations or periods of suspension.

(2) The permit issued shall be personal to the permittee only and shall not be transferable in any manner.

(3) The urban county government may suspend the permit or modify its terms as to the size or location of the permitted area, the approved plan, or activities taking place within the permitted area when necessary to clear the public property for public safety or for a ~~"community or~~ festival or special event~~" authorized~~ approved by the office of the mayor~~Lexington-Fayette Urban County Special Events Commission~~. Unless there is an emergency circumstance any such suspension or modification shall be communicated to the permittee by either the administrator or the urban county government's director of special events a reasonable time in advance of the need for the suspension or modification.

(4) The administrator may require the temporary removal of items within the permitted area when street, sidewalk, common areas, or utility repairs necessitate such action.

(5) The permit shall be specifically limited to the area shown on the "exhibit" attached to and made part of the permit and shall indicate the maximum number of persons lawfully allowed within the permitted area.

(6) The permitted area shall be maintained in a neat and orderly appearance at all times and the area shall be cleared of all debris on a periodic basis during the day, and again at the close of each business day. The clear zone must at all times be free from any items, obstacles, or barriers so as to allow clear movement for pedestrians along the right-of-way, and must comply with the requirements of the Americans with Disabilities Act.

(7) No advertising, except for signs which comply with sign regulations in Article 17 of the zoning ordinance.

(8) No furnishings, objects nor any other parts of the business shall be attached, chained, or in any manner affixed to any tree, post, sign, or other fixtures, curb, or sidewalk within or near the permitted area. No additional outdoor seating authorized herein shall be used for calculating seating requirements pertaining to location of, applications for, or issuance of an ABC license for any establishment; or, be used as the basis for computing required off-street parking.

(9) The issuance of a permit does not grant or infer vested rights to use of the area by the permittee. The urban county government retains the right to deny the issuance of a permit or the renewal of a permit for any reason.

(10) Furnishings and any other objects provided shall be maintained and shall be kept safe and in good repair at all times.

(11) The urban county government retains the right to suspend the privilege of using glass containers within the permitted area during festivals and events and when streets are closed. The use of glass containers will be revoked if an incident jeopardizes the health, safety, and welfare of customers or the general public. Any violation of state or local laws will also result in a revocation of this privilege. Repeated offenses may result in revocation or denial of the encroachment permit.

(12) The serving and consumption of alcoholic beverages within the permitted area will be limited to those customers clearly located within the permitted area.

(13) The outdoor cafe permit shall be posted or visibly displayed on the premises.

Section 5 – That Section 17-29.6 of the Code of Ordinances be and hereby is amended to read as follows:

Sec. 17-29.6. - Street entertainers—Definitions.

For the purposes of sections 17-29.6 through 17-29.10, the following words shall have the meanings respectively ascribed in this section:

(1) *Downtown.* The area bounded by the south right of way line of High Street, the west right of way line of Jefferson Street, the north right of way line of Third Street, the east right of way line of Midland Avenue, the east right of way line of East Vine Street between Main Street and Rose Street, and the east right of way line of Rose Street between East Vine Street and East High Street.

(2) *Street entertainer.* A person who, on a public sidewalk, public square or other outdoor public property, performs in order to provide amusement and includes, without limiting the generality of this definition, a street musician.

(3) *Special Event.* All of the public right-of-way, including the sidewalks, of any area designated by the office of the mayor ~~of the urban county government~~ to be the site of a festival or event ~~duly~~ approved ~~established~~ by the office of the mayor.~~and overseen by the urban county special events commission.~~

Section 6 – That Section 17-29.8 of the Code of Ordinances be and hereby is amended to read as follows:

Sec. 17-29.8. - Same—Prohibitions.

(1) While performing in the downtown, a street entertainer must:

(a) Not be located so closely to another street entertainer so as to interfere with that other street entertainer's performance;

(b) Not obstruct pedestrian traffic;

(c) Not cause or allow the obstruction of pedestrian traffic by the street entertainer's audience; and

(d) Not excessively or unreasonably disturb the operation of another business to which the street entertainer is adjacent.

(2) No street entertainer may perform in any one (1) location in the downtown for more than two (2) continuous hours.

(3) No street entertainer may perform in the downtown during a special event, as that term is defined in section 17-29.6(3), unless he receives permission ~~has a permit~~ from the event organizer ~~urban county government special events commission~~. No street entertainer may perform along the route of a parade for which a permit has been issued pursuant to section 18-29, unless he has permission from the organizer of the parade. The provisions of sections 17-29.6—17-29.8, 17-29.10 shall not apply to any street entertainer who is performing during a special event or a parade and who has such a permit or permission.

(4) No street entertainer in the downtown shall use any knife, sword, torch, flame, axe, saw or other object that can cause serious bodily injury to any person, or engage in any activity, including but not limited to, acrobatics, tumbling or unicycling, that can cause serious bodily injury as a part of his performance.

(5) No street entertainer in the downtown shall use any generator, wet cell battery with removable fill caps, or any other power source that poses a fire source or public safety hazard, nor shall he connect or maintain an electrical cord to an adjacent building or urban county government power source without written permission from the property owner or the urban county government, respectively.

Section 7 – That Section 13-6 of the Code of Ordinances be and hereby is amended to read as follows:

Sec. 13-6. - Exempt activities.

(a) No license under this article shall be required of nonresidents who sell farm products, other than trees, shrubs, or ornamental plants, in the urban county; or nonresident owners who sell livestock in the urban county or who board their livestock in the urban county for breeding purposes. The activities described in this subsection shall not constitute being engaged in any occupation, trade, profession or other activity as defined in section 13-4 of this article.

(b) Natural persons of the age of sixty-five (65) and older shall be exempt from the provisions of the occupational license fee as to the first three thousand dollars ($3,000.00) of salaries, wages, commissions or other compensation earned by such persons in the urban county for work done or services performed or rendered in the urban county, and the first three thousand dollars ($3,000.00) of net profits of any business, profession or occupation conducted in the urban county.

(c) No license under this article shall be required of any person authorized by the Lexington-Fayette Urban County Government ~~Special Events Commission~~ to demonstrate, sell or offer for sale any goods, wares or merchandise at any festival or special event sponsored by the urban county government or its departments. ~~that commission, nor from any person authorized by the commissioner of the department of general services to demonstrate, sell or offer for sale any goods, wares or merchandise at any festival or event sponsored by that department.~~

(d) No license under this article shall be required of precinct workers for election training or work at election booths in state, county, and local primary, regular, or special elections within the urban county.

(e) No license under this article is required where expressly exempted elsewhere by ordinance, federal or state law.

(f) Any bank, trust company, combined bank and trust company, or trust, banking and title insurance company organized and doing business in this state, any savings and loan association whether state or federally chartered;

(g) Public service corporations that pay an ad valorem tax on property valued and assessed by the Kentucky Department of Revenue pursuant to the provisions of KRS 136.120. Licensees whose businesses are predominantly non-public service who are also engaged in public service activity are required to pay a license fee on their net profit derived from the non-public service activities apportioned to the urban county government;

(h) Persons or business entities that have been issued a license under KRS Chapter 243 to engage in manufacturing or trafficking in alcoholic beverages. Persons engaged in the business of manufacturing or trafficking in alcoholic beverages are required to file a return, but may exclude the portion of their net profits derived from the manufacturing or trafficking in alcoholic beverages;

(i) Insurance companies incorporated under the laws of and doing business in the Commonwealth of Kentucky, except as provided in KRS 91A.080.

(j) Any compensation received by members of the Kentucky national guard for active duty training, unit training assemblies and annual field training;

(k) Funds received from the state as a share of the tobacco settlement funds to be paid to farmers is exempt from inclusion in net profits for the purpose of calculating the net profits which are subject to this occupational license fee as follows:

(1) Any amount received by a producer of tobacco or a tobacco quota owner from the multi-state settlement with the tobacco industry, known as the Master Settlement Agreement, signed on November 22, 1998;

(2) Any amount received from the secondary settlement fund, referred to as "Phase II", established by tobacco companies to compensate tobacco farmers and quota owners for anticipated financial losses caused by the national tobacco settlement; and

(3) Any amount received from funds of the Commodity Credit Corporation for the Tobacco Loss Assistance Program as a result of a reduction in the quantity of the tobacco quota allotted from the 1998 to the 1999 calendar year as provided under Public Law 106-78 Title 8 sec. 803.

(4) Any amount received as a result of a tobacco buydown program that all quota owners and growers are eligible to participate in.

(l) Individuals and sole proprietorships who file a return as prescribed by section 13-8 which reports gross receipts of four thousand four hundred dollars ($4,400.00) or less for a tax year shall not be required to pay the annual minimum license fee provided in section 13-9 after initial licensure of that business, or the net profit occupational license fees for that tax year.

Section 8 – That this Ordinance shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF THE URBAN COUNTY COUNCIL

PUBLISHED:

ORDINANCE NO. _____ - 2024

AN ORDINANCE REPEALING ARTICLE XXV OF CHAPTER 2 OF THE CODE OF ORDINANCES RELATED TO THE LEXINGTON-FAYETTE URBAN COUNTY SPECIAL EVENTS COMMISSION; PROVIDING THAT ALL DUTIES OF THE SPECIAL EVENTS COMMISSION SHALL BE ASSUMED BY THE OFFICE OF THE MAYOR; AND SUBSTITUTING THE OFFICE OF MAYOR FOR THE SPECIAL EVENTS COMMISSION IN SECTIONS 15-1.2(1); 17-29.4; AND 17-29.6 OF THE CODE; AND SUBSTITUTING FESTIVAL OR SPECIAL EVENT COORDINATOR IN SECTIONS 15-1.2(2) AND 17-29.8 OF THE CODE; ALLOWING STREET PERFORMERS TO CONNECT TO URBAN COUNTY POWER SOURCES WITH WRITTEN PERMISSION FROM THE URBAN COUNTY GOVERNMENT IN SECTION 17-29.8; AND SUBSTITUTING THE URBAN COUNTY GOVERNMENT OR ITS DEPARTMENTS FOR THE SPECIAL EVENTS COMMISSION IN SECTION 13-6 OF THE CODE, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 – That Article XXV of Chapter 2 of the Code of Ordinances be and hereby is repealed in its entirety.

Section 2 – That the duties of the Special Events Commission, including the responsibility to review applications for special events, shall be assumed by the Office of the Mayor, with assistance and coordination from relevant urban county divisions as necessary.

Section 3 – That Section 15-1.2 of the Code of Ordinances be and hereby is amended to read as follows:

Sec. 15-1.2. - Sale of food or goods in festival areas.

(1) *Festival area*, as used in this section, shall mean all of the public right-of-way, including the sidewalks, of any area designated by the office of the mayor to be the site of a festival or special event duly established as such by the office of the mayor.

(2) It shall be unlawful for any vendor or peddler to sell or offer for sale food or goods in a festival area, at any time during the festival, without securing a permit therefor from the festival or special event organizer.

(3) Any vendor or peddler who shall sell or offer for sale food or goods, in violation of this section shall be fined not to exceed two hundred fifty dollars ($250.00) or be imprisoned for a period not to exceed seven (7) days, or be both so fined and so imprisoned.

Section 4 – That Section 17-29.4 of the Code of Ordinances be and hereby is amended to read as follows:

Sec. 17-29.4. - Form and conditions of permits.

All permits shall be issued on a form deemed suitable by the administrator. In addition to naming the permittee and any other information deemed appropriate by the administrator, the permit shall contain the following conditions:

(1) Each permit shall be effective for one (1) year, from January 1 to December 31, subject to annual renewal, unless revoked or suspended prior to expiration. No fees will be refunded for revocations or periods of suspension.

(2) The permit issued shall be personal to the permittee only and shall not be transferable in any manner.

(3) The urban county government may suspend the permit or modify its terms as to the size or location of the permitted area, the approved plan, or activities taking place within the permitted area when necessary to clear the public property for public safety or for a festival or special event approved by the office of the mayor. Unless there is an emergency circumstance any such suspension or modification shall be communicated to the permittee by either the administrator or the urban county government's director of special events a reasonable time in advance of the need for the suspension or modification.

(4) The administrator may require the temporary removal of items within the permitted area when street, sidewalk, common areas, or utility repairs necessitate such action.

(5) The permit shall be specifically limited to the area shown on the "exhibit" attached to and made part of the permit and shall indicate the maximum number of persons lawfully allowed within the permitted area.

(6) The permitted area shall be maintained in a neat and orderly appearance at all times and the area shall be cleared of all debris on a periodic basis during the day, and again at the close of each business day. The clear zone must at all times be free from any items, obstacles, or barriers so as to allow clear movement for pedestrians along the right-of-way, and must comply with the requirements of the Americans with Disabilities Act.

(7) No advertising, except for signs which comply with sign regulations in Article 17 of the zoning ordinance.

(8) No furnishings, objects nor any other parts of the business shall be attached, chained, or in any manner affixed to any tree, post, sign, or other fixtures, curb, or sidewalk within or near the permitted area. No additional outdoor seating authorized herein shall be used for calculating seating requirements pertaining to location of, applications for, or issuance of an ABC license for any establishment; or, be used as the basis for computing required off-street parking.

(9) The issuance of a permit does not grant or infer vested rights to use of the area by the permittee. The urban county government retains the right to deny the issuance of a permit or the renewal of a permit for any reason.

(10) Furnishings and any other objects provided shall be maintained and shall be kept safe and in good repair at all times.

(11) The urban county government retains the right to suspend the privilege of using glass containers within the permitted area

during festivals and events and when streets are closed. The use of glass containers will be revoked if an incident jeopardizes the health, safety, and welfare of customers or the general public. Any violation of state or local laws will also result in a revocation of this privilege. Repeated offenses may result in revocation or denial of the encroachment permit.

(12) The serving and consumption of alcoholic beverages within the permitted area will be limited to those customers clearly located within the permitted area.

(13) The outdoor cafe permit shall be posted or visibly displayed on the premises.

Section 5 – That Section 17-29.6 of the Code of Ordinances be and hereby is amended to read as follows:

Sec. 17-29.6. - Street entertainers—Definitions.

For the purposes of sections 17-29.6 through 17-29.10, the following words shall have the meanings respectively ascribed in this section:

(1) *Downtown.* The area bounded by the south right of way line of High Street, the west right of way line of Jefferson Street, the north right of way line of Third Street, the east right of way line of Midland Avenue, the east right of way line of East Vine Street between Main Street and Rose Street, and the east right of way line of Rose Street between East Vine Street and East High Street.

(2) *Street entertainer.* A person who, on a public sidewalk, public square or other outdoor public property, performs in order to provide amusement and includes, without limiting the generality of this definition, a street musician.

(3) *Special Event.* All of the public right-of-way, including the sidewalks, of any area designated by the office of the mayor to be the site of a festival or event approved by the office of the mayor.

Section 6 – That Section 17-29.8 of the Code of Ordinances be and hereby is amended to read as follows:

Sec. 17-29.8. - Same—Prohibitions.

(1) While performing in the downtown, a street entertainer must:

(a) Not be located so closely to another street entertainer so as to interfere with that other street entertainer's performance;

(b) Not obstruct pedestrian traffic;

(c) Not cause or allow the obstruction of pedestrian traffic by the street entertainer's audience; and

(d) Not excessively or unreasonably disturb the operation of another business to which the street entertainer is adjacent.

(2) No street entertainer may perform in any one (1) location in the downtown for more than two (2) continuous hours.

(3) No street entertainer may perform in downtown during a special event, as that term is defined in section 17-29.6(3), unless he receives permission from the event organizer. No street entertainer may perform along the route of a parade for which a permit has been issued pursuant to section 18-29, unless he has permission from the organizer of the parade. The provisions of sections 17-29.6—17-29.8, 17-29.10 shall not apply to any street entertainer who is performing during a special event or a parade and who has such a permit or permission.

(4) No street entertainer in the downtown shall use any knife, sword, torch, flame, axe, saw or other object that can cause serious bodily injury to any person, or engage in any activity, including but not limited to, acrobatics, tumbling or unicycling, that can cause serious bodily injury as a part of his performance.

(5) No street entertainer in the downtown shall use any generator, wet cell battery with removable fill caps, or any other power source that poses a fire source or public safety hazard, nor shall he connect or maintain an electrical cord to an adjacent building or urban county government power source without written permission from the property owner or the urban county government, respectively.

Section 7 – That Section 13-6 of the Code of Ordinances be and hereby is amended to read as follows:

Sec. 13-6. - Exempt activities.

(a) No license under this article shall be required of nonresidents who sell farm products, other than trees, shrubs, or ornamental plants, in the urban county; or nonresident owners who sell livestock in the urban county or who board their livestock in the urban county for breeding purposes. The activities described in this subsection shall not constitute being engaged in any occupation, trade, profession or other activity as defined in section 13-4 of this article.

(b) Natural persons of the age of sixty-five (65) and older shall be exempt from the provisions of the occupational license fee as to the first three thousand dollars ($3,000.00) of salaries, wages, commissions or other compensation earned by such persons in the urban county for work done or services performed or rendered in the urban county, and the first three thousand dollars ($3,000.00) of net profits of any business, profession or occupation conducted in the urban county.

(c) No license under this article shall be required of any person authorized by the Lexington-Fayette Urban County Government to demonstrate, sell or offer for sale any goods, wares or merchandise at any festival or special event sponsored by the urban county government or its departments.

(d) No license under this article shall be required of precinct workers for election training or work at election booths in state, county, and local primary, regular, or special elections within the urban county.

(e) No license under this article is required where expressly exempted elsewhere by ordinance, federal or state law.

(f) Any bank, trust company, combined bank and trust company, or trust, banking and title insurance company organized and doing business in this state, any savings and loan association whether state or federally chartered;

(g) Public service corporations that pay an ad valorem tax on property valued and assessed by the Kentucky Department of Revenue pursuant to the provisions of KRS 136.120. Licensees whose businesses are predominantly non-public service who are also engaged in public service activity are required to pay a license fee on their net profit derived from the non-public service activities apportioned to the urban county government;

(h) Persons or business entities that have been issued a license under KRS Chapter 243 to engage in manufacturing or trafficking in alcoholic beverages. Persons engaged in the business of manufacturing or trafficking in alcoholic beverages are required to file a return, but may exclude the portion of their net profits derived from the manufacturing or trafficking in alcoholic beverages;

(i) Insurance companies incorporated under the laws of and doing business in the Commonwealth of Kentucky, except as provided in KRS 91A.080.

(j) Any compensation received by members of the Kentucky national guard for active duty training, unit training assemblies and annual field training;

(k) Funds received from the state as a share of the tobacco settlement funds to be paid to farmers is exempt from inclusion in net profits for the purpose of calculating the net profits which are subject to this occupational license fee as follows:

(1) Any amount received by a producer of tobacco or a tobacco quota owner from the multi-state settlement with the tobacco industry, known as the Master Settlement Agreement, signed on November 22, 1998;

(2) Any amount received from the secondary settlement fund, referred to as "Phase II", established by tobacco companies to compensate tobacco farmers and quota owners for anticipated financial losses caused by the national tobacco settlement; and

(3) Any amount received from funds of the Commodity Credit Corporation for the Tobacco Loss Assistance Program as a result of a reduction in the quantity of the tobacco quota allotted from the 1998 to the 1999 calendar year as provided under Public Law 106-78 Title 8 sec. 803.

(4) Any amount received as a result of a tobacco buydown program that all quota owners and growers are eligible to participate in.

(l) Individuals and sole proprietorships who file a return as prescribed by section 13-8 which reports gross receipts of four thousand four hundred dollars ($4,400.00) or less for a tax year shall not be required to pay the annual minimum license fee provided in section 13-9 after initial licensure of that business, or the net profit occupational license fees for that tax year.

Section 8 – That this Ordinance shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:
0701-24:EPT_4855-1751-2087, v. 1

ORDINANCE NO. 080 - 2024

AN ORDINANCE REPEALING ARTICLE XXV OF CHAPTER 2 OF THE CODE OF ORDINANCES RELATED TO THE LEXINGTON-FAYETTE URBAN COUNTY SPECIAL EVENTS COMMISSION; PROVIDING THAT ALL DUTIES OF THE SPECIAL EVENTS COMMISSION SHALL BE ASSUMED BY THE OFFICE OF THE MAYOR; AND SUBSTITUTING THE OFFICE OF MAYOR FOR THE SPECIAL EVENTS COMMISSION IN SECTIONS 15-1.2(1); 17-29.4; AND 17-29.6 OF THE CODE; AND SUBSTITUTING FESTIVAL OR SPECIAL EVENT COORDINATOR IN SECTIONS 15-1.2(2) AND 17-29.8 OF THE CODE; ALLOWING STREET PERFORMERS TO CONNECT TO URBAN COUNTY POWER SOURCES WITH WRITTEN PERMISSION FROM THE URBAN COUNTY GOVERNMENT IN SECTION 17-29.8; AND SUBSTITUTING THE URBAN COUNTY GOVERNMENT OR ITS DEPARTMENTS FOR THE SPECIAL EVENTS COMMISSION IN SECTION 13-6 OF THE CODE, EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 – That Article XXV of Chapter 2 of the Code of Ordinances be and hereby is repealed in its entirety.

Section 2 – That the duties of the Special Events Commission, including the responsibility to review applications for special events, shall be assumed by the Office of the Mayor, with assistance and coordination from relevant urban county divisions as necessary.

Section 3 – That Section 15-1.2 of the Code of Ordinances be and hereby is amended to read as follows:

Sec. 15-1.2. - Sale of food or goods in festival areas.

(1) *Festival area*, as used in this section, shall mean all of the public right-of-way, including the sidewalks, of any area designated by the office of the mayor to be the site of a festival or special event duly established as such by the office of the mayor.

(2) It shall be unlawful for any vendor or peddler to sell or offer for sale food or goods in a festival area, at any time during the festival, without securing a permit therefor from the festival or special event organizer.

(3) Any vendor or peddler who shall sell or offer for sale food or goods, in violation of this section shall be fined not to exceed two hundred fifty dollars ($250.00) or be imprisoned for a period not to exceed seven (7) days, or be both so fined and so imprisoned.

Section 4 – That Section 17-29.4 of the Code of Ordinances be and hereby is amended to read as follows:

Sec. 17-29.4. - Form and conditions of permits.

All permits shall be issued on a form deemed suitable by the administrator. In addition to naming the permittee and any other information deemed appropriate by the administrator, the permit shall contain the following conditions:

(1) Each permit shall be effective for one (1) year, from January 1 to December 31, subject to annual renewal, unless revoked or suspended prior to expiration. No fees will be refunded for revocations or periods of suspension.

(2) The permit issued shall be personal to the permittee only and shall not be transferable in any manner.

(3) The urban county government may suspend the permit or modify its terms as to the size or location of the permitted area, the approved plan, or activities taking place within the permitted area when necessary to clear the public property for public safety or for a festival or special event approved by the office of the mayor. Unless there is an emergency circumstance any such suspension or modification shall be communicated to the permittee by either the administrator or the urban county government's director of special events a reasonable time in advance of the need for the suspension or modification.

(4) The administrator may require the temporary removal of items within the permitted area when street, sidewalk, common areas, or utility repairs necessitate such action.

(5) The permit shall be specifically limited to the area shown on the "exhibit" attached to and made part of the permit and shall indicate the maximum number of persons lawfully allowed within the permitted area.

(6) The permitted area shall be maintained in a neat and orderly appearance at all times and the area shall be cleared of all debris on a periodic basis during the day, and again at the close of each business day. The clear zone must at all times be free from any items, obstacles, or barriers so as to allow clear movement for pedestrians along the right-of-way, and must comply with the requirements of the Americans with Disabilities Act.

(7) No advertising, except for signs which comply with sign regulations in Article 17 of the zoning ordinance.

(8) No furnishings, objects nor any other parts of the business shall be attached, chained, or in any manner affixed to any tree, post, sign, or other fixtures, curb, or sidewalk within or near the permitted area. No additional outdoor seating authorized herein shall be used for calculating seating requirements pertaining to location of, applications for, or issuance of an ABC license for any establishment; or, be used as the basis for computing required off-street parking.

(9) The issuance of a permit does not grant or infer vested rights to use of the area by the permittee. The urban county government retains the right to deny the issuance of a permit or the renewal of a permit for any reason.

(10) Furnishings and any other objects provided shall be maintained and shall be kept safe and in good repair at all times.

(11) The urban county government retains the right to suspend the privilege of using glass containers within the permitted area

during festivals and events and when streets are closed. The use of glass containers will be revoked if an incident jeopardizes the health, safety, and welfare of customers or the general public. Any violation of state or local laws will also result in a revocation of this privilege. Repeated offenses may result in revocation or denial of the encroachment permit.

(12) The serving and consumption of alcoholic beverages within the permitted area will be limited to those customers clearly located within the permitted area.

(13) The outdoor cafe permit shall be posted or visibly displayed on the premises.

Section 5 – That Section 17-29.6 of the Code of Ordinances be and hereby is amended to read as follows:

Sec. 17-29.6. - Street entertainers—Definitions.

For the purposes of sections 17-29.6 through 17-29.10, the following words shall have the meanings respectively ascribed in this section:

(1) *Downtown.* The area bounded by the south right of way line of High Street, the west right of way line of Jefferson Street, the north right of way line of Third Street, the east right of way line of Midland Avenue, the east right of way line of East Vine Street between Main Street and Rose Street, and the east right of way line of Rose Street between East Vine Street and East High Street.

(2) *Street entertainer.* A person who, on a public sidewalk, public square or other outdoor public property, performs in order to provide amusement and includes, without limiting the generality of this definition, a street musician.

(3) *Special Event.* All of the public right-of-way, including the sidewalks, of any area designated by the office of the mayor to be the site of a festival or event approved by the office of the mayor.

Section 6 – That Section 17-29.8 of the Code of Ordinances be and hereby is amended to read as follows:

Sec. 17-29.8. - Same—Prohibitions.

(1) While performing in the downtown, a street entertainer must:

(a) Not be located so closely to another street entertainer so as to interfere with that other street entertainer's performance;

(b) Not obstruct pedestrian traffic;

(c) Not cause or allow the obstruction of pedestrian traffic by the street entertainer's audience; and

(d) Not excessively or unreasonably disturb the operation of another business to which the street entertainer is adjacent.

(2) No street entertainer may perform in any one (1) location in the downtown for more than two (2) continuous hours.

(3) No street entertainer may perform in downtown during a special event, as that term is defined in section 17-29.6(3), unless he receives permission from the event organizer. No street entertainer may perform along the route of a parade for which a permit has been issued pursuant to section 18-29, unless he has permission from the organizer of the parade. The provisions of sections 17-29.6—17-29.8, 17-29.10 shall not apply to any street entertainer who is performing during a special event or a parade and who has such a permit or permission.

(4) No street entertainer in the downtown shall use any knife, sword, torch, flame, axe, saw or other object that can cause serious bodily injury to any person, or engage in any activity, including but not limited to, acrobatics, tumbling or unicycling, that can cause serious bodily injury as a part of his performance.

(5) No street entertainer in the downtown shall use any generator, wet cell battery with removable fill caps, or any other power source that poses a fire source or public safety hazard, nor shall he connect or maintain an electrical cord to an adjacent building or urban county government power source without written permission from the property owner or the urban county government, respectively.

Section 7 – That Section 13-6 of the Code of Ordinances be and hereby is amended to read as follows:

Sec. 13-6. - Exempt activities.

(a) No license under this article shall be required of nonresidents who sell farm products, other than trees, shrubs, or ornamental plants, in the urban county; or nonresident owners who sell livestock in the urban county or who board their livestock in the urban county for breeding purposes. The activities described in this subsection shall not constitute being engaged in any occupation, trade, profession or other activity as defined in section 13-4 of this article.

(b) Natural persons of the age of sixty-five (65) and older shall be exempt from the provisions of the occupational license fee as to the first three thousand dollars ($3,000.00) of salaries, wages, commissions or other compensation earned by such persons in the urban county for work done or services performed or rendered in the urban county, and the first three thousand dollars ($3,000.00) of net profits of any business, profession or occupation conducted in the urban county.

(c) No license under this article shall be required of any person authorized by the Lexington-Fayette Urban County Government to demonstrate, sell or offer for sale any goods, wares or merchandise at any festival or special event sponsored by the urban county government or its departments.

(d) No license under this article shall be required of precinct workers for election training or work at election booths in state, county, and local primary, regular, or special elections within the urban county.

(e) No license under this article is required where expressly exempted elsewhere by ordinance, federal or state law.

(f) Any bank, trust company, combined bank and trust company, or trust, banking and title insurance company organized and doing business in this state, any savings and loan association whether state or federally chartered;

(g) Public service corporations that pay an ad valorem tax on property valued and assessed by the Kentucky Department of Revenue pursuant to the provisions of KRS 136.120. Licensees whose businesses are predominantly non-public service who are also engaged in public service activity are required to pay a license fee on their net profit derived from the non-public service activities apportioned to the urban county government;

(h) Persons or business entities that have been issued a license under KRS Chapter 243 to engage in manufacturing or trafficking in alcoholic beverages. Persons engaged in the business of manufacturing or trafficking in alcoholic beverages are required to file a return, but may exclude the portion of their net profits derived from the manufacturing or trafficking in alcoholic beverages;

(i) Insurance companies incorporated under the laws of and doing business in the Commonwealth of Kentucky, except as provided in KRS 91A.080.

(j) Any compensation received by members of the Kentucky national guard for active duty training, unit training assemblies and annual field training;

(k) Funds received from the state as a share of the tobacco settlement funds to be paid to farmers is exempt from inclusion in net profits for the purpose of calculating the net profits which are subject to this occupational license fee as follows:

(1) Any amount received by a producer of tobacco or a tobacco quota owner from the multi-state settlement with the tobacco industry, known as the Master Settlement Agreement, signed on November 22, 1998;

(2) Any amount received from the secondary settlement fund, referred to as "Phase II", established by tobacco companies to compensate tobacco farmers and quota owners for anticipated financial losses caused by the national tobacco settlement; and

(3) Any amount received from funds of the Commodity Credit Corporation for the Tobacco Loss Assistance Program as a result of a reduction in the quantity of the tobacco quota allotted from the 1998 to the 1999 calendar year as provided under Public Law 106-78 Title 8 sec. 803.

(4) Any amount received as a result of a tobacco buydown program that all quota owners and growers are eligible to participate in.

(l) Individuals and sole proprietorships who file a return as prescribed by section 13-8 which reports gross receipts of four thousand four hundred dollars ($4,400.00) or less for a tax year shall not be required to pay the annual minimum license fee provided in section 13-9 after initial licensure of that business, or the net profit occupational license fees for that tax year.

Section 8 – That this Ordinance shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: July 9,2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

PUBLISHED: July 16,2024-1t

0701-24:EPT_4855-1751-2087, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0707-24

File ID:	0707-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	197-2024	**In Control:**	Urban County Council
				File Created:	06/25/2024
File Name:	Release of Claims Agreement - Retired Police Canine Ace			**Final Action:**	07/09/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Release of Claims Agreement with Sergeant Robert Fraser, for the care of Retired Canine Ace. [Div. of Police, Weathers]

Notes: stamped and filed in CCO, copy sent to renita inpolice via IO. 7/9 AA

Sponsors:		**Enactment Date:**	07/09/2024
Attachments:	Cover Memo - Release of Claims Agreement - Ace, Brislin Letter - Canine Ace, Release of Claims Agreement - Canine Ace, FA9 - Canine Ace, RESO 0707-24 - Robert Fraser - Ace 4888-3826-9901 v.1.docx, R-386-2024, Contract #197-2024	**Enactment Number:**	R-386-2024
Deed #:		**Hearing Date:**	
Drafter:	Renita Happy	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	07/09/2024	Approved and Referred to Docket	Urban County Council	07/09/2024		Pass
1	Urban County Council	07/09/2024	Received First Reading	Urban County Council	07/09/2024		
1	Urban County Council	07/09/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	07/09/2024	Approved				Pass

Text of Legislative File 0707-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Release of Claims Agreement with Sergeant Robert Fraser, for the care of Retired Canine Ace. [Div. of Police, Weathers]

Summary

Authorization to execute a Release of Claims Agreement with Sergeant Robert Fraser for care of retired canine Ace. No Budgetary impact. (L0707-24) (Weathers/Armstrong)

Budgetary Implications: NO

Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted: N/A

Account Number: N/A

Year Impact: $ -0-

Annual Impact: $ -0-

Project:

Activity:

Budget Reference:

Current Balance:

Lexington-Fayette Urban County Government
DEPARTMENT OF PUBLIC SAFETY

Linda Gorton
Mayor

Kenneth Armstrong
Commissioner

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 25, 2024

SUBJECT: **Release of Claims Agreement – Retired Police Canine Ace**

Request
Authorization to enter into a Release of Claims Against the Lexington-Fayette Urban County Government (LFUCG) Agreement. This agreement will allow the Lexington Police Department to release retired **Canine Ace to Sergeant Robert Fraser.**

Why are you requesting?
The attached agreement will release and forever discharge the LFUCG, and its agents and successors, of and from any all manner of actions, claims and demands whatsoever arising out of the gift of the retired police canine. In return, Sergeant Fraser acknowledges that this agreement will preclude him from utilizing the retired police canine in an "off-duty" employment assignment for security or law enforcement purposes, and is prohibited to sale or transfer the retired police canine to another public safety entity. We are requesting Council approval for Mayor Gorton to sign the attached agreement. There will be no budgetary impact. Upon approval and signing, please forward a copy of the signed agreement to the Chief's Office for our records.

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

The cost for this FY is: N/A

The cost for future FY is: N/A

Are the funds budgeted?
There will be no budgetary impact.

File Number: - 0707-24

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

LBW/rmh

LEXINGTON POLICE DEPARTMENT **MEMORANDUM** Lexington, Kentucky	DATE OF ISSUE 06-17-24	EFFECTIVE DATE	NUMBER

TO:
Lieutenant Jeremy Brislin
Bureau of Special Operations - Operational Support

FROM:
Sergeant Robert Fraser
Bureau of Special Operations - Canine Unit

SUBJECT:
Canine Ace Retirement Memorandum

Lieutenant Brislin,

I am requesting retirement of Canine Ace (Inventory Tag No. 105596) due to diminished physical ability and being at the end of his career. I, Sergeant Rob Fraser, am requesting for him to reside with my family and I. I have filled out the Release of Claims documentation needed for this. Ace has already been neutered earlier in his career.

Thank you for consideration,

Sergeant Robert Fraser 46603

RELEASE OF ALL CLAIMS AGAINST THE
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

I, ROBERT FRASER (name), of LEXINGTON (city), KENTUCKY (state), for and in consideration of being given retired police canine ACE (name), 9 (age), which is a BELGIAN MALINOIS (breed of dog), by the Lexington Police Department, do for myself, my heirs, and representatives, remise, release, and forever discharge the Lexington-Fayette Urban County Government and its agents and successors, of and from any and all manner of actions, claims and demands whatsoever arising out of the gift of the retired police canine. In return, I acknowledge that I am precluded from utilizing the retired police canine in an "off-duty" employment assignment for security or law enforcement purposes, and am prohibited to sale or transfer the retired police canine to another public safety entity.

Witness my hand this 20TH day of JUNE, 2024.

Signature of Recipient

SGT. [signature]

Witness

[signature]

State of Kentucky

County of Fayette

Subscribed and sworn before me by ROBERT FRASER

On this, the 20TH day of JUNE, 2024.

My commission expires: 1-14-27

[signature]

Notary Public

Roger Covell
Notary Public, ID KYNP63188
State at Large, Kentucky
My Commission Expires on Jan. 14, 2...

ROGER COVELL KYNP63188 1-14-27

Supported and approved by the Lexington Police Department.

_____ Date _____

Chief Lawrence Weathers

Lexington Police Department

_____ Date _____

Mayor or Designee

Lexington – Fayette Urban County Government

FA9

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
FIXED ASSET INVENTORY TRANSFER AND EQUIPMENT RETIREMENT FORM

Please Check One		*To* SURPLUS *an item check* TRANSFER *column* *			*Complete for* "DELETES" ONLY		
Transfer	Delete	Inventory Tag No.	Item Description	Old Dept. No.	New Dept. No.	Reason for Request and Method of Disposal	Date
	X	105596	Police Canine Ace	505505		Animal retired to Sgt. Rob Fraser	06/17/24

Old Department		**New Department**
Requested by:	Lt. Jeremy Brislin - Special Operations	*Received by:*
Inventory Coordinator:	Lorie Gambill	*Inventory Coordinator:*
Division Approval:		*Division Approval:*
Date:		*Date:*

RESOLUTION NO. ____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A RELEASE OF CLAIMS AGREEMENT WITH SERGEANT ROBERT FRASER, FOR THE CARE OF RETIRED CANINE ACE.

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 Release of Claims Agreement, which is attached hereto and incorporated herein by reference, with Sergeant Robert Fraser, for the care of retired canine Ace.

Section 2 – That this Resolution shall become effective on its date of passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0707-24:JRR:4888-3826-9901, v. 1

RESOLUTION NO. 386 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A RELEASE OF CLAIMS AGREEMENT WITH SERGEANT ROBERT FRASER, FOR THE CARE OF RETIRED CANINE ACE.

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 Release of Claims Agreement, which is attached hereto and incorporated herein by reference, with Sergeant Robert Fraser, for the care of retired canine Ace.

Section 2 – That this Resolution shall become effective on its date of passage.

PASSED URBAN COUNTY COUNCIL: July 9, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0707-24:JRR:4888-3826-9901, v. 1

RELEASE OF ALL CLAIMS AGAINST THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

I, ROBERT FRASER (name), of LEXINGTON (city), KENTUCKY (state), for and in consideration of being given retired police canine ACE (name), 9 (age), which is a BELGIAN MALINOIS (breed of dog), by the Lexington Police Department, do for myself, my heirs, and representatives, remise, release, and forever discharge the Lexington-Fayette Urban County Government and its agents and successors, of and from any and all manner of actions, claims and demands whatsoever arising out of the gift of the retired police canine. In return, I acknowledge that I am precluded from utilizing the retired police canine in an "off-duty" employment assignment for security or law enforcement purposes, and am prohibited to sale or transfer the retired police canine to another public safety entity.

Witness my hand this 20th day of JUNE, 2024.

Signature of Recipient

SGT.

Witness

State of Kentucky

County of Fayette

Subscribed and sworn before me by ROBERT FRASER

On this, the 20th day of JUNE, 2024.

My commission expires: 1-14-27

KTNF (3188 1-14-27

Notary Public

Roger Covell
Notary Public, ID KYNP63188
State at Large, Kentucky
My Commission Expires on Jan. 14, 2...

Supported and approved by the Lexington Police Department.

Chief Lawrence Weathers

Lexington Police Department

Date 06/25/24

Linda Gorton

Mayor or Designee

Lexington – Fayette Urban County Government

Date 07/09/24

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0713-24

File ID:	0713-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	06/27/2024
File Name:	Meadowbrook Golf Course Lease Agreement with FCPS			**Final Action:**	07/09/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Lease Agreement with the Board of Education of Fayette County, Ky., to lease a twenty-five (25) acre portion of Southern Middle School, for Meadowbrook Golf Course, from the date of execution through June 30, 2025, at a cost not to exceed one dollar ($1.00). [Div. of Parks and Recreation, Conrad]

Notes:

Sponsors:		**Enactment Date:**	07/09/2024
Attachments:	Meadowbrook Golf Course Lease Agreement with FCPS Memo Signed, Meadowbrook Golf Course Contract 2024, RESO 0713-24 (Meadowbrook Golf Course) 4860-8303-8413 v.1.docx, R-387-2024	**Enactment Number:**	R-387-2024
Deed #:		**Hearing Date:**	
Drafter:	Roger Daman	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	07/09/2024	Approved and Referred to Docket	Urban County Council	07/09/2024		Pass
1	Urban County Council	07/09/2024	Received First Reading	Urban County Council	07/09/2024		
1	Urban County Council	07/09/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	07/09/2024	Approved				Pass

Text of Legislative File 0713-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Lease Agreement with the Board of Education of Fayette County, Ky., to lease a twenty-five (25) acre portion of Southern Middle School, for Meadowbrook Golf Course,

from the date of execution through June 30, 2025, at a cost not to exceed one dollar ($1.00). [Div. of Parks and Recreation, Conrad]

Summary

Authorization to execute a lease Agreement with the Board of Education of Fayette County, KY, to lease a Twenty-Five (25) acre portion of Southern Middle School for One ($1.00) Dollar for the Meadowbrook Golf Course from the date of execution through June 30, 2025. Funds are Budgeted. (L0713-24) (Conrad/Ford)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes, Completed by Ashleigh Bailey, 12/6/2023

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: Meadowbrook Operating - 1101-707606-7647-75101-766

This Fiscal Year Impact: $1

Annual Impact: N/A

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

MONICA CONRAD
DIRECTOR, PARKS & RECREATION

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: Monica Conrad, Director, Parks and Recreation

DATE: June 27, 2024

SUBJECT: Meadowbrook Golf Course Lease Agreement with Fayette County Public Schools

---

Request:

Request Council Authorization for the Mayor to execute Lease Agreement with the Board of Education of Fayette County, KY, to lease a Twenty-Five (25) acre portion of Southern Middle School for One ($1.00) Dollar from the date of execution through June 30, 2025.

Purpose:

This Lease Agreement with Fayette County Public Schools provides access to a portion of the Southern Middle School property to allow public recreation for golf.

Budgetary Implication: $1

Are the funds budgeted?

Yes - 1101-707606-7647-75101-766

File Number: 0713-24

Director/Commissioner: Monica Conrad/Chris Ford

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this the 25th of March, 2024, by and between the BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY, Party of the First Part, of 450 Park Place, Lexington, Kentucky 40511, and LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government, Party of the Second Part, of 200 East Main Street, Lexington, Kentucky 40507.

W I T N E S S E T H:

The Party of the First Part does hereby lease to the Party of the Second Part, the premises hereinafter described, for the period of 12 months hereof and covenants to keep party of the Second Part in quiet possession of the premises during said term. The said property is to be used a public golf course and for other recreational purposes and not otherwise. The premises are described as follows, to-wit:

> The rear Twenty-Five (25) acre portion, which sets back Three Hundred (300) feet from the rear building line of the Southern Middle School, of the tract or parcel of land in the County of Fayette and State of Kentucky, about four miles South of the City of Lexington, on the (Downing & Wilson Turnpike), described as follow, to-wit:
>
> Beginning at a point on the edge of said Pike at the corner of the land of William Cassell; thence with said road N. 61-39 W. 87.36 poles to a stake comer to the 19.21 acres allotted to James Maccoun; thence with said tract S. 25-32 W. 101.81 poles to an elm tree, comer to Mrs. cassell on said Turnpike; thence with her line S. 71-1/2 E. 20.21 poles to an angle in the stone fence corner to Mrs. Cassell; thence again with her line S. 65 E. 45.5 poles to a stone, another comer to Mrs. Cassell: thence S. 3-1/2 W. 16.44 poles to an elm tree, corner to W.B. Cassell; thence N. 32 E. 113.1 poles to the beginning, containing 50.04 acres; and being the rear Twenty-Five acre portion of the same property conveyed to the Board of Education of Fayette County, Kentucky, from T. J. Broadus and Willie Mae Broadus, his wife, by deed of conveyance dated the 27th day of May, 1965, and of record in the Fayette County Court Clerk's Office in Deed Book 831, Page 255

In consideration whereof, the party of the second part binds itself to pay for the same the sum of One ($1.00) Dollar, per term of the lease, payable in advance and to take good care of the premises and return the same at the expiration of said term, in as good order as received, ordinary wear and tear expected.

The following additional stipulations are hereby declared to be a part of this lease:

1. That the period of this Lease Agreement is from the date of execution of this agreement through June 30, 2025.

2. Either party may terminate this Lease Agreement upon thirty (30) days written notice to the other party of a desire to terminate same and the posting of such a notice by either party to the other, postage prepaid in the United States mail.

shall be sufficient to terminate the same thirty (30) days from the date upon which the written notice was mailed.

3. The within described premises shall not be underlet, unless with written permission of the party of the First Part.

4. The party of the Second Part shall not permit the existence of a nuisance on said premises, nor shall It commit waste upon the within premises.

5. Should the party of the First Part, at any time, rightfully seek to recover possession of the premises, and be obstructed or resisted therein, and any litigation thereon ensue, the party of the Second Part shall pay and discharge all costs and attorney's fees and expenses that shall arise from enforcing the covenants of this indenture by the party of the First Part.

6. The party of the First Part shall have free access to the premises herein for the purpose of examining or exhibiting the same or to make any needful alterations of said premises.

7. This lease, at the option of the party of First Part, shall be void and forfeited in case of any covenant herein being violated by the party of the Second Part.

8. This lease shall supersede all prior leases regarding this property between the parties hereto.

All notices due under this Lease Agreement shall be sent to the parties at the following addresses:

Superintendent of Schools
Fayette County Public Schools
450 Park Place
Lexington, Kentucky 40511

Lexington-Fayette Urban County Government
Commissioner of Law
200 East Main Street, 11th Floor
Lexington, KY 40507

IN WITNESS WHEREOF, the Party of the First Part has placed the hands of its duly authorized officers as authorized by the Board of Education by a resolution duly authorized at the March 25, 2024, meeting of the Board of Education and the Party of the Second Part has placed the hand of its duly authorized Mayor as authorized by the Lexington-Fayette Urban County Council by a resolution duly authorized at the June 24, 2024, meeting of the Urban County Council, to this Lease Agreement on the day and year first above written.

PARTY OF THE FIRST PART

BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY

BY:_____
TYLER MURPHY, Chair

ATTEST:

_____
DEMETRUS LIGGINS, Secretary

PARTY OF THE SECOND PART:

LEXINGTON-FAYETTE URBAN COUNTY, KENTUCKY

BY:_____
LINDA GORDON, Mayor

ATTEST:

_____
ABIGAIL ALLAN, Council Clerk

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A LEASE AGREEMENT WITH THE BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY, TO LEASE A TWENTY-FIVE (25) ACRE PORTION OF SOUTHERN MIDDLE SCHOOL, FOR MEADOWBROOK GOLF COURSE, FROM THE DATE OF EXECUTION THROUGH JUNE 30, 2025, AT A COST NOT TO EXCEED ONE DOLLAR ($1.00).

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 the Lease Agreement, which is attached hereto and incorporated herein by reference, with the Board of Education of Fayette County, Kentucky, to lease a twenty-five (25) acre portion of Southern Middle School for Meadowbrook Golf Course, from the date of execution through June 30, 2025.

Section 2 – That an amount not to exceed $1.00, is hereby authorized for payment to the Board of Education of Fayette County from account #1101-707606-7647-75101-766, pursuant to the terms of the Lease 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
0713-24:ANB:4860-8303-8413, v. 1

RESOLUTION NO. 387 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A LEASE AGREEMENT WITH THE BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY, TO LEASE A TWENTY-FIVE (25) ACRE PORTION OF SOUTHERN MIDDLE SCHOOL, FOR MEADOWBROOK GOLF COURSE, FROM THE DATE OF EXECUTION THROUGH JUNE 30, 2025, AT A COST NOT TO EXCEED ONE DOLLAR ($1.00).

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 the Lease Agreement, which is attached hereto and incorporated herein by reference, with the Board of Education of Fayette County, Kentucky, to lease a twenty-five (25) acre portion of Southern Middle School for Meadowbrook Golf Course, from the date of execution through June 30, 2025.

Section 2 – That an amount not to exceed $1.00, is hereby authorized for payment to the Board of Education of Fayette County from account #1101-707606-7647-75101-766, pursuant to the terms of the Lease Agreement.

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

PASSED URBAN COUNTY COUNCIL: July 9, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0713-24:ANB:4860-8303-8413, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0715-24

File ID:	0715-24	**Type:**	Resolution	**Status:**	Approved
Version:	2	**Contract #:**		**In Control:**	Urban County Council
				File Created:	06/27/2024
File Name:	Request Council authorization to accept an award for the Fire Training Incentive Grant in an amount up to $4,059,254 for FY 2025 from the Commission on Fire Protection, Personnel, Standards, and Education for Training Incentives for Firefighters.			**Final Action:**	07/09/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to accept an award for the Fire Training Incentive Grant from the Commission on Fire Protection, Personnel, Standards, and Education, which Grant funds are in the amount of $4,059,254 in Commonwealth of Ky. funds, for Fire Training Incentives for Firefighters for FY 2025, 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 Fire and Emergency Management, Wells]

Notes:

Sponsors:		**Enactment Date:**	07/09/2024
Attachments:	24-Blue Sheet Fire Training, FY2025 Budget Amendment FIRE_TRAIN_2025, FY25_ KLEFPF Rates, RESO 0715-24 (Fire Incentive Training Grant) 4870-6430-9197 v.1.docx, R-388-2024	**Enactment Number:**	R-388-2024
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	07/09/2024	Approved and Referred to Docket	Urban County Council	07/09/2024		Pass
2	Urban County Council	07/09/2024	Received First Reading	Urban County Council	07/09/2024		
2	Urban County Council	07/09/2024	Suspended Rules for Second Reading				Pass
2	Urban County Council	07/09/2024	Approved				Pass

Text of Legislative File 0715-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to accept an award for the Fire Training Incentive Grant from the Commission on Fire Protection, Personnel, Standards, and Education, which Grant funds are in the amount of $4,059,254 in Commonwealth of Ky. funds, for Fire Training Incentives for Firefighters for FY 2025, 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 Fire and Emergency Management, Wells]

Summary

Authorization to accept an award for the Fire Training Incentive Grant in an amount up to $4,059,254 for FY 2025 from the Commission on Fire Protection, Personnel, Standards, and Education for Training Incentives for Firefighters. No match is required. (L0715-24) (Wells/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted: FY25 Budget amendment is in process.

Account Number:

This Fiscal Year Impact: $4,059,254

Annual Impact: $0

Project: FIRE_TRAIN_2025

Activity: STA_GRANT

Budget Reference: 2025

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

TO: **LINDA GORTON, MAYOR**
URBAN COUNTY COUNCIL

FROM: **THERESA REYNOLDS, DIRECTOR**
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: **JUNE 26, 2024**

SUBJECT: **Fire Training Incentive for Fiscal Year 2025**

Request: Council authorization to accept an award for the Fire Training Incentive Grant in an amount up to $4,059,254 for FY 2025 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 $4,429 for each eligible firefighter (622 estimated sworn positions) is provided for a total of $2,754,838. In addition, the program contributes up to 47.35% of that total towards the pension of participants, totaling $1,304,416.

What is the cost in this budget year and future budget years? Grant funds for Fiscal Year 2025 total $4,059,254 with no local match required. Future years' funding is dependent upon availability of grant funding.

Are the funds budgeted? FY25 budget amendment is in process.

File Number: 0715-24

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_2025	STA_GRANT	2025		2025	2,754,838	TRAINING INCENTIVE
		LFUCG	DETAIL_ACT	63513	505701	3400	5701		FIRE_TRAIN_2025	STA_GRANT	2025		2025	1,304,416	P & F PENSION
		LFUCG	REVEST	44040	505701	3400	5701		FIRE_TRAIN_2025	STA_GRANT	2025		2025	-4,059,254	INTERGOVERNMENTAL-STATE

RECEIVED
MAY 2 8 2024
GRANTS & SPECIAL PROGRAMS

July 1, 2024

INCENTIVE RATES

$4429.00 per year

Pay Periods per Year	Pay Periods per Month	Rates
12 or 24 Pay Periods	1 or 2 Pay Periods per Month	$369.08
26 Pay Periods	2 Pay Periods per Month	$369.08
26 Pay Periods	3 Pay Periods Per Month	$369.08
Partial Pay Periods	Per Day	$12.30

PENSION RATES

CERS Hazardous	38.61%	$142.50 per month	$4.75 per day
CERS Non-Hazardous	19.71%	$72.75 per month	$2.42 per day
KERS Hazardous	23.74%	$87.62 per month	$2.92 per day

110 Cleveland Drive
Paris, KY 40361

KENTUCKY FIRE COMMISSION
STATE FIRE RESCUE TRAINING

(800) 782-6823
kyfirecommission.kctcs.edu

May 23, 2024

To: Departments receiving Incentive Pay

From: Bruce Roberts, Interim Executive Director

RE: Increase in State Incentive Pay

On April 15, 2024, the Kentucky Legislature passed the executive budget that included an increase in State Incentive Pay from $4,300.00 to $4429.00. With the July payment, the payment will be based on the yearly rate of $4429.00.

As per KRS 95A.250 Section 2(a)

Each qualified professional firefighter whose local government receives a supplement pursuant to subsection (1)(a) of this section, shall receive distribution of the supplement from that local government in twelve (12) equally monthly installments with his or her pay for the last period of each month. The monthly distribution shall be calculated by dividing the supplement amount set forth in subsection (1)(a) of this section by twelve (12).

After July 1, 2024, the yearly rate of $4,429.00 divided by 12 monthly payments will equal $369.08 per month.

Also, the "Unscheduled overtime" rate will also change as per KRS 95a.250 section 2(c).

To determine the addition to the hourly wage rate for calculation of overtime on unscheduled overtime, the annual supplement shall be divided by two thousand eighty (2,080). The overtime rate for unscheduled overtime shall be calculated by adding the quotient, which is the amount of the annual supplement divided by two thousand eighty (2,080), to the hourly wage rate and multiplying the total by one and one-half (1.5). The enhanced overtime rate shall be paid only for unscheduled overtime. Scheduled overtime shall be paid at the one and one-half (1.5) multiplied by the regular hourly wage rate, excluding the supplement.

After July 1, 2024, the unscheduled overtime rate on incentive pay is determined by dividing the yearly rate of $4,429.00 by the divisor of 2,080 hours and multiplying the result by 1.5 to equal a rate of $3.19 per hour.

If you have questions please contact Lisa Bradley, Training Incentive Specialist, in our office at 859-256-3324 or 1-800-782-6823.

THE KENTUCKY FIRE COMMISSION IS NOT RESPONSIBLE FOR ANY SCHEDULED OR UNSCHEDULED OVERTIME PAID TO FIREFIGHTERS.

RESOLUTION NO. _____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, TO ACCEPT AN AWARD FOR THE FIRE TRAINING INCENTIVE GRANT FROM THE COMMISSION ON FIRE PROTECTION, PERSONNEL, STANDARDS, AND EDUCATION, WHICH GRANT FUNDS ARE IN THE AMOUNT OF $4,059,254.00 IN COMMONWEALTH OF KENTUCKY FUNDS, FOR FIRE TRAINING INCENTIVES FOR FIREFIGHTERS FOR FY 2025, 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 an award for the Fire Training Incentive Grant from the Commission on Fire Protection, Personnel, Standards, and Education, which Grant funds are in the amount of $4,059,254.00 in Commonwealth of Kentucky funds, for fire training incentives for firefighters for FY 2025, 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:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0715-24:ANB:4870-6430-9197, v. 1

RESOLUTION NO. 388 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, TO ACCEPT AN AWARD FOR THE FIRE TRAINING INCENTIVE GRANT FROM THE COMMISSION ON FIRE PROTECTION, PERSONNEL, STANDARDS, AND EDUCATION, WHICH GRANT FUNDS ARE IN THE AMOUNT OF $4,059,254.00 IN COMMONWEALTH OF KENTUCKY FUNDS, FOR FIRE TRAINING INCENTIVES FOR FIREFIGHTERS FOR FY 2025, 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 an award for the Fire Training Incentive Grant from the Commission on Fire Protection, Personnel, Standards, and Education, which Grant funds are in the amount of $4,059,254.00 in Commonwealth of Kentucky funds, for fire training incentives for firefighters for FY 2025, 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 9, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0715-24:ANB:4870-6430-9197, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0716-24

File ID: 0716-24 **Type:** Resolution **Status:** Approved

Version: 2 **Contract #:** **In Control:** Urban County Council

File Created: 06/27/2024

File Name: Request Council authorization to accept an award for the Police Training Incentive Grant in an amount up to $4,170,198 for FY 2025 from the Kentucky Justice and Public Safety Cabinet under the Kentucky Law Enforcement Foundation Program Fund.

Final Action: 07/09/2024

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 from the Ky. Justice and Public Safety Cabinet under the Ky. Law Enforcement Foundation Program fund, which Grant funds are in the amount of $4,170,198 in Commonwealth of Ky. funds for Police Training Incentives for FY 2025, 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 Police, Weathers]

Notes:

Sponsors:

Enactment Date: 07/09/2024

Attachments: 24-Blue Sheet Police Training, FY25 KLEFPF Rates, FY2025 Budget Amendment POL_TRAIN_2025, RESO 0716-24 (Police Training Incentive Grant) 4862-8003-9885 v.1.docx, R-389-2024

Enactment Number: R-389-2024

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	07/09/2024	Approved and Referred to Docket	Urban County Council	07/09/2024		Pass
2	Urban County Council	07/09/2024	Received First Reading	Urban County Council	07/09/2024		
2	Urban County Council	07/09/2024	Suspended Rules for Second Reading				Pass
2	Urban County Council	07/09/2024	Approved				Pass

Text of Legislative File 0716-24

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 from the Ky. Justice and Public Safety Cabinet under the Ky. Law Enforcement Foundation Program fund, which Grant funds are in the amount of $4,170,198 in Commonwealth of Ky. funds for Police Training Incentives for FY 2025, 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 Police, Weathers]

Summary

Authorization to accept an award for the Police Training Incentive Grant in an amount up to $4,170,198 for FY 2025 from the Kentucky Justice and Public Safety Cabinet under the Kentucky Law Enforcement Foundation Program Fund. Not match is required. (L0716-24) (Weathers/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted: FY25 Budget amendment is in process.

Account Number:

This Fiscal Year Impact: $4,170,198

Annual Impact: $0

Project: POL_TRAIN_2025

Activity: STA_GRANT

Budget Reference: 2025

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

TO: **LINDA GORTON, MAYOR**
URBAN COUNTY COUNCIL

FROM: **THERESA REYNOLDS, DIRECTOR**
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: **JUNE 26, 2024**

SUBJECT: **Police Training Incentive for Fiscal Year 2025**

Request: Council authorization to accept an award for the Police Training Incentive Grant in an amount up to $4,170,198 for FY 2025 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 $4,429 for each eligible officer (estimated 639 sworn positions eligible) is provided for a total of $2,830,131. In addition, the program contributes up to 47.35% of that total towards the pension of participants, totaling $1,340,067.

What is the cost in this budget year and future budget years? Grant funds for Fiscal Year 2025 total $4,170,198 with no local match required. Future years' funding is dependent upon availability of grant funding.

Are the funds budgeted? FY25 budget amendment is in process.

File Number: 0716-24

Director/Commissioner: Weathers/Armstrong

RECEIVED
MAY 2 8 2024
GRANTS & SPECIAL PROGRAMS

July 1, 2024

INCENTIVE RATES

$4429.00 per year

Pay Periods per Year	Pay Periods per Month	Rates
12 or 24 Pay Periods	1 or 2 Pay Periods per Month	$369.08
26 Pay Periods	2 Pay Periods per Month	$369.08
26 Pay Periods	3 Pay Periods Per Month	$369.08
Partial Pay Periods	Per Day	$12.30

PENSION RATES

CERS Hazardous	38.61%	$142.50 per month	$4.75 per day
CERS Non-Hazardous	19.71%	$72.75 per month	$2.42 per day
KERS Hazardous	23.74%	$87.62 per month	$2.92 per day

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_2025	STA_GRANT	2025		2025	2,830,131	TRAINING INCENTIVE
		LFUCG	DETAIL_ACT	63513	505501	3400	5511		POL_TRAIN_2025	STA_GRANT	2025		2025	1,340,067	P & F PENSION
		LFUCG	REVEST	44040	505501	3400	5511		POL_TRAIN_2025	STA_GRANT	2025		2025	-4,170,198	INTERGOVERNMENTAL-STATE

RESOLUTION NO. _____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT AN AWARD FOR THE POLICE TRAINING INCENTIVE GRANT FROM THE KENTUCKY JUSTICE AND PUBLIC SAFETY CABINET UNDER THE KENTUCKY LAW ENFORCEMENT FOUNDATION PROGRAM FUND, WHICH GRANT FUNDS ARE IN THE AMOUNT OF $4,170,198.00 IN COMMONWEALTH OF KENTUCKY FUNDS FOR POLICE TRAINING INCENTIVES FOR FY 2025, 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 an award for the Police Training Incentive Grant from the Kentucky Justice and Public Safety Cabinet, under the Kentucky Law Enforcement Foundation Program Fund, which Grant funds are in the amount of $4,170,198.00 in Commonwealth of Kentucky funds for police training incentives for FY 2025, 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:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0716-24:ANB:4862-8003-9885, v. 1

RESOLUTION NO. 389 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT AN AWARD FOR THE POLICE TRAINING INCENTIVE GRANT FROM THE KENTUCKY JUSTICE AND PUBLIC SAFETY CABINET UNDER THE KENTUCKY LAW ENFORCEMENT FOUNDATION PROGRAM FUND, WHICH GRANT FUNDS ARE IN THE AMOUNT OF $4,170,198.00 IN COMMONWEALTH OF KENTUCKY FUNDS FOR POLICE TRAINING INCENTIVES FOR FY 2025, 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 an award for the Police Training Incentive Grant from the Kentucky Justice and Public Safety Cabinet, under the Kentucky Law Enforcement Foundation Program Fund, which Grant funds are in the amount of $4,170,198.00 in Commonwealth of Kentucky funds for police training incentives for FY 2025, 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 9, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0716-24:ANB:4862-8003-9885, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0717-24

File ID: 0717-24 **Type:** Resolution **Status:** Approved

Version: 2 **Contract #:** 191-2024 **In Control:** Urban County Council

File Created: 06/27/2024

File Name: Request Council authorization to execute an agreement and accept an award of $183,455 in federal and state funding from the Bluegrass Area Development District for operation of the Lexington Senior Center in FY 2025, the acceptance of which obligates the

Final Action: 07/09/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to execute an Agreement with the Bluegrass Area Development District, Inc., for the acceptance of Federal and State Grant funds in the amount of $183,455, for the operation of the Lexington Senior Center for FY 2025, the acceptance of which obligates the Urban County Government for the expenditure of $234,580 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Aging and Disability Services, Stambaugh]

Notes: signed original given back to Celia in Grants - CILOO filed in CCO 7.9AA

Sponsors:

Enactment Date: 07/09/2024

Attachments: 24-Bluesheet Memo Lexington Sr Center, FY2025 Budget Amendment - SR_CITIZN_2025, Master Contract FY25, Lexington attachments, Signature Sheet, RESO 0717-24 (Lexington Senior Center FY25) 4857-5660-6413 v.1.docx, R-390-2024

Enactment Number: R-390-2024

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	07/09/2024	Approved and Referred to Docket	Urban County Council	07/09/2024		Pass
2	Urban County Council	07/09/2024	Received First Reading	Urban County Council	07/09/2024		
2	Urban County Council	07/09/2024	Suspended Rules for Second Reading				Pass

2 Urban County Council 07/09/2024 Approved Pass

Text of Legislative File 0717-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to execute an Agreement with the Bluegrass Area Development District, Inc., for the acceptance of Federal and State Grant funds in the amount of $183,455, for the operation of the Lexington Senior Center for FY 2025, the acceptance of which obligates the Urban County Government for the expenditure of $234,580 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Aging and Disability Services, Stambaugh]

Summary

Authorization to execute an Agreement and accept an award of $183,455 in federal and state funding from the Bluegrass Area Development District for the operation of the Lexington Senior Center in FY 2025, the acceptance of which obligates the government to provide a match in the amount of $234,580. Budget amendment in process. (L0717-24) (Stambaugh/Allen-Bryant)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Ashleigh Bailey, 6/17/2024

Risk Management: N/A

Fully Budgeted: FY25 Budget amendment is in process.

Account Number:

This Fiscal Year Impact: $418,035

Annual Impact: $0

Project: SR_CITIZN_2025

Activity: MS_GRANT

Budget Reference: 2025

Current Balance: BA in process

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

TO: **LINDA GORTON, MAYOR**
URBAN COUNTY COUNCIL

FROM: **THERESA REYNOLDS, DIRECTOR**
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: **JUNE 26, 2024**

SUBJECT: **Lexington Senior Center Grant Award for Fiscal Year 2025**

Request: Council authorization to execute an agreement and accept an award of $183,455 in federal and state funding from the Bluegrass Area Development District for operation of the Lexington Senior Center in FY 2025, the acceptance of which obligates the government to provide match in the amount of $234,580.

Purpose of Request: A grant application has been prepared by the Department of Social Services for submission to the Bluegrass Area Development District (BGADD) requesting federal funds in the amount of $183,455 under Title III of the Older Americans Act for operation of the Lexington Senior Center in FY 2025. The Lexington Senior Center is a multi-purpose community focal point for services to persons 60 and older in Fayette County. Basic center operations include advocacy, counseling, education, health promotion, access to legal assistance, outreach, recreation, and telephone reassurance. Grant-funded staff includes an Aging Services Program Manager Senior, a Social Worker, a Social Worker Senior, a Staff Assistant Senior, and an Administrative Specialist Senior.

What is the cost in this budget year and future budget years? It is anticipated that federal and state funds in the amount of $183,455 will be available for operations in FY 2025. Grant match has been adopted in the FY 2025 general fund budget in the amount of $234,580. The total cost of operations for this project is $418,035. Funds for future budget years are dependent upon federal and state allocations.

Are the funds budgeted? FY25 budget amendment is in process.

File Number: 0717-24

Director/Commissioner: Stambaugh/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	63111	606102	3190	6081		SR_CITIZN_2025	MS_GRANT	2025		2025	106,834	CLASSIFIED CIVIL SERVICE SALARIES
		LFUCG	DETAIL_ACT	63121	606102	3190	6081		SR_CITIZN_2025	MS_GRANT	2025		2025	195,718	UNCLASSIFIED CIVIL SERVICE SALARIES
		LFUCG	DETAIL_ACT	63511	606102	3190	6081		SR_CITIZN_2025	MS_GRANT	2025		2025	59,633	PENSION CONTRIBUTION
		LFUCG	DETAIL_ACT	63615	606102	3190	6081		SR_CITIZN_2025	MS_GRANT	2025		2025	30,055	LIFE/HEALTH/DENTAL/VISION
		LFUCG	DETAIL_ACT	63621	606102	3190	6081		SR_CITIZN_2025	MS_GRANT	2025		2025	20,634	FICA
		LFUCG	DETAIL_ACT	63622	606102	3190	6081		SR_CITIZN_2025	MS_GRANT	2025		2025	135	UNEMPLOYMENT INSURANCE
		LFUCG	DETAIL_ACT	63624	606102	3190	6081		SR_CITIZN_2025	MS_GRANT	2025		2025	4,826	MEDICARE
		LFUCG	DETAIL_ACT	63625	606102	3190	6081		SR_CITIZN_2025	MS_GRANT	2025		2025	200	VOLUNTARY BENEFITS
		LFUCG	REVEST	44010	606102	3190	6081		SR_CITIZN_2025	MS_GRANT	2025		2025	-72,510	INTERGOVERNMENTAL - FEDERAL
		LFUCG	REVEST	44040	606102	3190	6081		SR_CITIZN_2025	MS_GRANT	2025		2025	-110,945	INTERGOVERNMENTAL - STATE
		LFUCG	REVEST	45911	606102	3190	6081		SR_CITIZN_2025	MS_GRANT	2025		2025	-234,580	TRANSFER FROM GENERAL SERVICE

Contract: AS-2024-2025
Date: July 1, 2024

PROGRAM ADMINISTRATION CONTRACT

THIS AGREEMENT, made and entered as of the 1st day of July, 2024, by and between the BLUEGRASS AREA DEVELOPMENT DISTRICT, hereinafter referred to as the BLUEGRASS ADD, and

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT : DBA LEXINGTON SENIOR CITIZENS CENTER

195 LIFE LANE, LEXINGTON, KY 40502

hereinafter referred to as the SECOND PARTY,

WITNESSED THAT:

WHEREAS THE BLUEGRASS ADD, in the exercise of its lawful duties, has determined upon the necessity for the performance of the following functions, briefly described as:

(1) Administration of the TITLE III Grant from the United States Department of Health and Human Services (DHHS), Administration for Community Living pursuant to the Older Americans Act of 1965, as amended.

Title Page

For

Sub-recipient - FY25 Title III, Homecare, SHIP, Title VII, Ombudsman, NSIP, Title IIIC Elder Nutrition Program Management

Memorandum of Agreement

Between a State Agency, Other Governmental Body, Political Subdivision, an Entity Qualified as Nonprofit under 26 U.S.C. sec.501(c)(3), or an Entity designated as For- profit

Issued by

The Bluegrass Area Development District

Area Agency on Aging & Independent Living

SOLE POINT OF CONTACT

Celeste Robinson

Contract Specialist

699 Perimeter Dr.

Lexington, KY 40517

Telephone: 859-269-8021

E-mail: crobinson@bgadd.org

SUBRECIPIENT Memorandum of Agreement Terms and Conditions

This Memorandum of Agreement (MOA) is entered into, by and between the Bluegrass Area Development District/Area Agency on Aging and Independent Living (BGADD/AAAIL) and Title III, Homecare, SHIP, Title VII, Ombudsman and NSIP (Contractor) to establish an agreement for Services. The initial MOA is effective from July 1,2023 through June 30,2024.

SECTION 1-ADMINISTRATIVE OVERVIEW

1.00-Purpose and Background

The Bluegrass Area Development District/Area Agency on Aging & Independent Living has determined there is a necessity to enter into an agreement for the administration of the Title III, Homecare, SHIP, Ombudsman, and Title VII, Grant, from the United States Administration for Community Living (ACL), Administration on Aging (AOA), pursuant to the Older Americans Act of 1965 (OAA), as amended, KRS 205.204,KRS 205.455-470, 910 KAR Chapter 1, 910 KAR 1:180 and KRS 13B for the counties within the Bluegrass Area Development District (BGADD). Title III is comprised of the following programs: Supportive Services, Congregate Meals, Home Delivered Meals, Disease & Health Promotion, Legal Services, National Family Caregiver Support (NFCSP), and Long-Term Care Ombudsman. Homecare Program is a State General Funded program.

The Bluegrass Area Development District/Area Agency on Aging & Independent Living, in accordance with Section 4360 of the Omnibus Budget Reconciliation Act of 1990 has determined there is a necessity to enter into an agreement to administer a grant from United States Department of Health and Human Services (HHS), Administration for Community Living (ACL), Department for Aging and Independent Living (DAIL) for the provision of a State Health Insurance Assistance Program (SHIP), providing health information, counseling and assistance to eligible persons within the BGADD.

1.01-Issuing Office

The Bluegrass Area Development District is issuing this Contract on behalf of the Bluegrass Area Agency on Aging & Independent Living. The BGADD/AAAIL is the only office authorized to change, modify, amend, alter, or clarify the specifications, terms and conditions of this Contract.

1.02-Communications

The Contract Specialist identified on page 1 is the point of contact for communications concerning contract issues.

1.03-Terminology

For the purpose of this Contract, the following terms may be used interchangeably:

- Vendor: Contractor, Offeror, The Second Party, Proposer

- Contract Specialist: Buyer, Purchaser, Contract Officer

- RFP, Solicitation, RFQ or offer

- Bid, Proposal, or Offer

- Bluegrass Area Development District or BGADD

- Bluegrass Area Agency on Aging and Independent Living, or BGAAAIL

- Commonwealth of Kentucky: Commonwealth, State

- Department for Aging and Independent Living, or DAIL

- Kentucky Cabinet for Health and Family Services, Cabinet for Health and Family Services, or CHFS

- Fiscal Year will be defined as the BGADD fiscal year: July 1 through June 30

- Biennium will be defined as the Commonwealth biennium: July 1 of each even numbered year through June 30 of the next even numbered year.

1.04-Organization

This Contract is organized in the following manner:

Section 1-Administrative Overview

Section 2-Scope of Services

Section 3-Pricing/Invoicing

Section 4-BGADD General Terms and Conditions

Section 5-Federal Requirements

Finance Terms and Conditions of the Contract

1.05-Definitions/Acronyms

1. “AAAIL” means the Area Agency on Independent Living which resides within the Area Development District .

2. “ACL” means Administration for Community Living.

3. “Access Services” means services including transportation, health services (including mental and behavioral health services), outreach, information and assistance (which may include information and assistance to consumers on availability of services under part B and how to receive benefits under and participate in publicly supported programs for which the consumer may be eligible), and case management services.

4. “ADA” means Americans with Disabilities Act

5. “ADD” means Area Development District

6. “Advertising costs” means the cost of advertising media (and corollary administrative costs). Advertising media include magazines, newspapers, radio and television programs, direct mail, exhibits, and the like.

7. “Advocacy” means action taken on behalf of an older person to secure his or her rights or benefits. Advocacy includes receiving, investigating, and working to resolve disputes or complaints; assistance with housing issues; and how to write letters and talk to people about their issues. This does not include services provided by an attorney or person(s) under the supervision of an attorney.

8. “Agency” means the ADD, an entity designated by the Commonwealth to administer, at the local level, the programs funded by the Older Americans Act of 1965, as amended, pursuant to KRS 205.20 and 910 KAR 1:170 Section 1 (2).

9. “Aging and Disability Resource Center” or “ADRC” means a program which provides access to long-term care options by using a wide range of community resources.

10. “Assessment" means the collection and evaluation of information about a person’s situation and functioning to determine the applicant or recipient service level and development of a plan of care utilizing a holistic, person-centered approach by a qualified individual in accordance with 910 KAR 1:170 Section 1(3).

11. “Assisted Transportation” means a one-way trip to accompany an eligible person who requires assistance for safety or protection to or from his or her physician, dentist, or other necessary service pursuant to 910 KAR 1:170 Section 1(4).

12. “Back-up documentation” includes but is not limited to documents that include evidence of a financial transaction, such as debit/credit memos, invoices, receipts, orders, vouchers, account reports/ledgers, cancelled checks which shall be submitted with all invoices.

13. “CHFS” or “Cabinet” means the Cabinet for Health and Family Services per KRS 205.204.

14. “Case Management” means a process, coordinated by a case manager, for the linking of a client to appropriate, comprehensive, and timely home or community based services as identified in the plan of care by planning, referring, monitoring, advocating and following the timeline of the assessment agency to obtain service level and development of the plan of care pursuant to 910 KAR 1:170 Section 1(5).

15. “Case Manager” means the individual employee responsible for case management including coordinating services and supports from all agencies involved in providing services required by the plan of care, ensuring that all service providers have a working knowledge of the plan of care and ensuring that services are delivered as required pursuant to 910 KAR 1:170 Section 1(7).

16. “Cash and Counseling” means a range of services provided or paid for through allowance, vouchers, or cash which are provided to the client so that the client can obtain the supportive services which are needed.

17. “Certification” means the official notification by the Kentucky Long-Term Care Ombudsman that the local Long-Term Care Ombudsman individual staff are qualified and acceptable to function in that capacity as defined in 910 KAR 1:210 Section 1 (4).

18. “Certified Ombudsman” means a person who has received thirty-six (36) hours of formal training from state approved curriculum regarding the Ombudsman program and has received certification by the Kentucky Long-Term Care Ombudsman.

19. “CMS” means the Centers for Medicare and Medicaid Services

20. “Counseling” means advisory services conducted by a certified or licensed professional or someone who has had approved training but not board certified to advise and enable the older person and their family to resolve problems or to relieve temporary stresses encountered by their family.

21. “DAIL” means the Department for Aging and Independent Living which shall serve as the state unit on aging as designated by the Administration on Community Living under the Older Americans Act (OAA)

22. “Disaster” means floods, tornadoes, earthquakes, droughts, extreme heat/cold, fires, chemical spill, power outages in excess of 10 hours, ice storm, severe thunderstorms, wind, or hail storms, contaminated water, pandemics flu, nuclear war, radioactive waste leaks, snow storm, public health emergency, terrorist attacks, accidents, or explosions which result in a halt or temporary discontinuation of services.

23. “Disease Prevention and Health Promotion” means services which include health screenings and assessments; organized physical fitness activities; evidence-based health promotion programs; medication management; home injury control services; and/or information, education, and prevention strategies for chronic disease and other health conditions that would reduce the length or quality of life of the person sixty (60) or older.

24. “District” means Area Development District pursuant to KRS 205.455(4).

25. “District Long-Term Care Ombudsman” or “DLTCO” means the individual certified by the Kentucky Long-Term Care Ombudsman to implement the Ombudsman provisions of the approved contract agency as defined in 910 KAR 1:210 Section 1 (10).

26. “Education” means providing formal or informal opportunities for older individuals to acquire knowledge, experience, or skills.

27. “Emergency Meals” means meals furnished during inclement weather conditions, power failure, or any disaster that may cause isolation or create a special need pursuant to 910 KAR 1:190 Section 6.

28. “Evidence-based” means criteria required to implement Title III-D funded activities as specified by the ACL and approved by DAIL.

29. “Facility” means a Personal Care Home, Family Care Home, Nursing Home, Skilled Nursing Home, Assisted Living Community and Intermediate Care Facility (ICF) and has the same meaning as “long-term care facility” as defined in KRS 216.515.

30. “First-tier (Tier I) subcontract” means a subcontract awarded directly by the District ADD for the purpose of acquiring goods, services, supplies, components, or other items for performance of a contract.

31. “Frail” means functionally impaired in the performance of two (2) activities of daily living, three (3) instrumental activities of daily living, or a combination of one(1)- activity of daily living and two (2) instrumental activities of daily living as defined in 910 KAR 1:180 Section 4(1)(c).

32. “Friendly Visiting” means physically interacting, providing a social connection, and companionship with a client to offer comfort or assistance.

33. “Homecare Program” means a program that offers in-home support and services to individuals 60 years of age and over who have functional disabilities and are at risk of long-term institutional placement. Services include personal care, homemaker, home health aide, home delivered meals, home repair, chore, respite, escort, and assessment as defined in 910 KAR 1:180 Section 1 (11)(b).

34. “Information and Assistance” means a service for individuals that provides current information about services available within the community as defined in 910 KAR 1:170 Section 1(13).

35. “In-home Services” means (a) Homemaker and home health aides; (b) friendly visiting and telephone reassurance; (c) chore maintenance; (d) in-home respite care for families, including adult day care as a respite service for families; and (e) minor modification of homes (also known as home repair in accordance with KRS 205.455(11)) that is necessary to facilitate the ability of older individuals to remain at home, and that is not available under other programs, except that not more than $150 per client may be expended under this part for such modification pursuant to 45 CFR 1321.3, 910 KAR 1:170, Section 1, and the DAIL Taxonomy.

36. “Justification” means a written reason, fact, circumstance, or explanation that justifies or defends a change.

37. “Legal Assistance” means legal advice and representation by an attorney or counseling or other appropriate assistance by a paralegal or law student under the supervision of an attorney.

38. “NCI-AD” means National Core Indicators – Aging and Disability.

39. “Older Americans Act” or “OAA” means the Older Americans Act of 1965 as amended.

40. “OAAPS” means Older Americans Act Performance System.

41. “OEP” means Open Enrollment Period.

42. “Outreach” means interventions with individuals initiated by an agency or organization for the purpose of identifying potential clients or their caregivers and encouraging their use of existing services and benefits as defined by 910 KAR 1:170 Section 1(19).

43. “Performance Measures” means requirements by the contract to evaluate the outcomes, performance and effectiveness of the program. All deliverables are considered as a performance measure.

44. “Person centered planning” means an individualized planning process that is led by the participant, is timely, occurs at times and locations of convenience to the individual, and offers informed choice, defined as choosing from options based on accurate and thorough knowledge and understanding, to the individual regarding the services, and supports they receive and from whom.

45. “Personal Care” means providing assistance for persons with the inability to perform one or more activities of daily living.

46. “Public Information” means the provision of information, assistance or outreach to a group of individuals including contact with several current or potential client/caregivers.

47. “Public relations” includes community relations and means those activities dedicated to maintaining the image of the governmental unit or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.

48. “Recreation” means the provision of activities which foster the health or social well-being of individuals through social interaction.

49. “Respite” means care provided to an older person by a caregiver for a designated time period due to the absence or need for relief of those normally providing care.

50. “RFP” means Request for Proposal.

51. “ State Reporting System” means the database required by the department for program data collection.

52. “Second-Tier (Tier II) subcontract” means a subcontract awarded by a first-tier subcontractor for the purpose of acquiring goods, services, supplies, components, or other items for performance of a contract.

53. “Senior Center Services” means the provision of activities that foster the health or social well-being of individuals through social interactions and leisure as defined in 910 KAR 1:170 Section 1(23).

54. “Service Level” means the minimum contact required through face-to-face visits and telephone calls by the case manager or social service assistant as defined in 910 KAR 1:170 Section 1(24).

55. “SHIP” means State Health Insurance Assistance Program which provides information and assistance to Kentuckians in reference to Medicare benefit assistance and other issues.

56. “Supplemental Services” means services provided on a limited basis through Title IIIE to complement the care provided by grandparents or caregivers. Examples of supplemental services include, but are not limited to, home modifications, assistive technologies, emergency response systems, and incontinence supplies pursuant to the OAA, Part E, Section 373(b)(5).

57. “Supplies” shall include but is not limited to the following in-home items: incontinent supplies, support hose, nutrition supplements, hearing aid batteries, and glasses.

58. “SOP” means Standard Operating Procedure.

59. “ STARS” means SHIP tracking and Reporting System.

60. “Telephone Reassurance” means providing a wellness check by phone with the agreement of the individual in accordance with 910 KAR 1:170 (27).

61. “Third party in-kind contributions” means the value of non-cash contributions (i.e., property or services) that benefit a federally assisted project or program and are contributed by non-Federal third parties, without charge, to a non-Federal entity under a Federal award in accordance with 2 CFR 200.96.

62. “Title III” means programs under Title III of the Older Americans Act of 1965 as amended.

63. “Title III Administration” means administration of the programs for elderly Kentuckians under Title III of the Older Americans Act of 1965 as amended.

64. “Title III-B Supportive Services” means a service to provide community support to people age 60 years and older pursuant to the OAA as amended.

65. “Title III-B Ombudsman” means a program that advocates for the health, safety, welfare, and rights of long-term care residents pursuant to the OAA as amended.

66. “Title III-C1 Congregate Meals” means a meal provided to a qualified individual in a congregate or group setting pursuant to 910 KAR 1:190 Section 1 (6).

67. “Title III-C2 Home Delivered Meals” means a meal provided to a qualified individual in his or her place of residence pursuant to 910 KAR 1:190 Section 1 (14).

68. “Title III-D Disease Prevention and Health Promotion” means a service providing evidence-based disease prevention and health promotion programs to people 60 and older pursuant to the OAA as amended.

69. “Title III-E Caregiver Program” means the NFCSP which assists families to fulfill their roles as caregivers, pursuant to the OAA as amended.

70. “Transportation” means transporting an individual from one location to another.

71. “Upon Request” means 1 business day for requests made in writing and within 1 hour for an onsite visit.

72. “Waiting List” means a formal list of persons determined eligible, and not yet receiving services.

SECTION 2-SCOPE OF SERVICES

2.00-Services Required

The Older Americans Act (OAA) directs each state to develop a comprehensive and coordinated network of providers who can offer services, opportunities, and protections for older Americans to help them maintain health and independence and to be able to continue to function as a part of their community.

Title III of the OAA authorizes funding to state units on aging (SUA) which designate and make funds available to area agencies on aging (AAA) in their states. The SUA in Kentucky is the Department for Aging and Independent Living (DAIL). As authorized by section 305 of the OAA, Kentucky has designated the area development districts to be the area agencies on aging. AAAs identify local needs and fund local services to support older persons and caregivers in their service area. OAA funds are to be used to expand the range of community-based programs and services designed to maintain the independence of older persons in a home environment, to support caregivers, to fill gaps in existing services and to contribute to the development of a comprehensive and coordinated system of services.

Administration of the Nutrition Services Incentive Program (NSIP) cash in-lieu of commodities program, in accordance with Section 311 Older Americans Act of 1965, as amended.

Kentucky has established funding to support, through state dollars homecare, and nutrition programs for older adults – 910 KAR 1:180 and 910 KAR 1:190.

2.01 Deliverables

a) Administrative and Financial

1) Utilize the state reporting system to record data on participants on the waiting list.

2) Submit a correct budget for all programs to BGADD by the deadline provided upon receiving fiscal year allocations.

3) Ensure all invoices with supporting documentation are submitted by the 8th day of each month by 4:30 p.m., Eastern Standard Time or the next business day if the 8th falls on a weekend day or a state holiday. Any corrections to the invoice must be returned to BGADD within 1 business day of notification a correction is needed.

4) Ensure ninety-nine percent (99%) of state funds shall be expended by June 30th.

A) 25% of all funds should be expended by the end of each quarter. Within 14 days of the end of each quarter, if 25% of funds have not been expended, the Contractor shall contact BGADD to discuss any issues and plans for spending the funds.

5) Provide local match equal to or greater than the amount in effect during the prior fiscal year.

6) Distribute client satisfaction surveys to measure outcomes and satisfaction. Client Satisfaction Surveys results must be submitted to BGADD/AAAIL by May 30th, 2025.

7) Provide documentation that all staff and volunteers have received training on preventing, identifying, and reporting abuse, neglect, and exploitation of older adults annually.

8) Provide documentation that all staff and volunteers have received training on Diversity/Equity and Inclusion annually.

9) Provide documentation of homemaker training.

10) Provide documentation at monitoring of sixteen (16) hours of training for case managers.

11) Submit the top three (3) findings of Homecare internal monitoring on October and April 1st of the current year and the actions taken to correct them.

12) Provide documentation that agency staff who interact with citizens have received training from the Office of Dementia Services

13) Ensure that all Senior Center staff participate in the Senior Center Community College training and provide documentation that all staff have attended.

14) Maintain a resilient, disaster ready network by updating the county disaster plans annually and submit to BGAAAIL.

15) 75% of homebound seniors will be offered an evidence-based physical activity program annually.

16) 90% of Senior Centers will offer one smoking cessation intervention annually.

17) Reduce number of seniors reporting social isolation by 3 percent through the use of evidence-based interventions each fiscal year.

18) Increase private pay, cost share, and voluntary contributions by 20% each fiscal year.

19) Ensure that effective communication is established through the use of American Sign Language (ASL) Interpreters, adaptive equipment, or other means to meet the requirements of the ADA is available to individuals who need the accommodation.

20) Title III Contractors, ensure representatives are appointed to the BGADD/AAAAIL Advisory Council and they attend at least 75% of the meetings.

21) Title III Contractors, ensure at minimum two (2) approved Title IIID evidenced based programs will be conducted in each Senior Center annually.

22) Ensure that all client information is updated annually in the state reporting system.

23) Ensure that all consumers are provided with local information and assistance while waiting for services.

24) Ensure that each client has an individual disaster plan documented in the state reporting system.

25) Ensure collaboration with local organizations to plan for shelters that can support older adults during disaster.

b) Services

1) Provide the number of services needed to the greatest number of recipients feasible in order to achieve the goals of the approved area plan.

2) Achieve and maintain a 90% accuracy rate on data collection for key demographic data elements annually.

3) If there is a difference +/- 10% in a category, a justification should be provided that adequately describes the circumstances that contributed to the difference. Justifications are used to identify trends, establish priorities, and plan for the future needs of the aging network and service recipients.

c) Title III-B Ombudsman

A) Ensure the resolution rate shall be seventy percent (70%) or higher each quarter. If the district program is not at 70%, the district program shall submit a plan to the Kentucky Long-Term Care Ombudsman and BGADD/AAAIL to increase the resolution rate for the next quarter.

B) Ensure that a Certified Ombudsman, at a minimum, attends at least one nursing facility resident council meeting annually for each long-term care facility that has a resident council established within the district.

C) Document training for new Certified Ombudsman staff or volunteers in the state reporting system. Documentation will show that 100% of Certification Training provided meets the minimum requirement of thirty-six (36) hours of Certification Training and two (2) hours for Friendly Visitors.

D) Provide continuing education training to Certified Ombudsman staff and volunteers to ensure volunteers are aware of ongoing developments and skills needed to maintain health, safety, welfare and rights of residents. District Programs will provide at a minimum, eighteen (18) of continuing education to Certified Ombudsman staff and volunteers and four (4) hours for Friendly Visitors and Advisory Council Members. These trainings may coincide with advisory council meetings. These activities shall be documented in the state reporting system.

d) Title III-E National Family Caregiver Support Program

A) Provide services in accordance with Title IIIE of the OAA and BGADD/AAAIL policy and procedure.

B) Each client will have a pre-determined allocation amount. Payments will not be made to the provider for any amount exceeding the pre-determined client allocation.

C) All clients must apply for services through the BGADD/AAAIL Aging and Disability Resource Center. Approved clients will have a completed service request and approval form. Without this signed form, no payment will be approved for services rendered.

D) Invoices must be submitted at least monthly and include the client's signature.

E) Provider will receive end of year invoicing deadlines in May. Payment will not be processed for any invoices received after the end of year deadline.

F) Provider should follow BGAAAIL's SOPs when operating the NFCSP

e) SHIP: State Health Insurance Assistance Program:

The SHIP grant is intended to strengthen the capability of States to provide all Medicare eligible individuals information, counseling, and assistance on health insurance matters. The grant from ACL helps ensure that States have a network of staff and volunteers to provide accurate and objective health insurance information and assistance in making informed health coverage decisions and understanding related rights and protections. The SHIP program shall provide the following:

A) Counseling and assistance to eligible individuals in need of health insurance; information including but not limited to:
    a. Information that may assist individuals in obtaining benefits and filing claims under Title XVIII and XIX of the Social Security Act.
    b. Policy comparison information for Medicare supplemental policies (as described in section 1882 (g)(1) of Social Security Act, as amended) and information that may assist eligible individuals with filing claims under such Medicare supplemental policies.
    c. Information regarding long-term care insurance.
    d. Information regarding Medicaid programs, including Medicare Savings Programs.
    e. Information regarding other types of health insurance benefits that may be provided to eligible individuals in the State.
    f. Information regarding all Medicare health insurance coverage options.

B) Counseling to individual beneficiaries unable to access other channels of information or needing and preferring locally based individual counseling services.

C) Systems of referral to appropriate Federal or State departments or agencies that provide assistance with problems related to health insurance coverage (including legal programs).

D) Promote awareness of provisions of the Patient Protection and Affordable Care Act, which include:
    a. Medicare prevention and wellness benefits;
    b. Fraud prevention and awareness initiatives; and
    c. Durable Medical Equipment, Prosthetics, Orthotics and Supplies (DMEPOS), and Competitive Bidding Program.

E) Participate in the Health Insurance Marketplace as follows:
    a. When needed, SHIP Staff should refer individuals to other appropriate programs and services including Navigators, Certified Application Counselors, partners, and federal and state resources.
    b. To serve individuals who are dually eligible for Medicare and Medicaid, SHIP staff should be trained on changes to their state's Medicaid programs, in order to provide accurate counseling.

F) Establish a sufficient number of staff position (including volunteers) necessary to provide the services of a health insurance information, counseling, and assistance program.

G) Assure that SHIP staff members (including volunteers) have no conflict of interest in providing health insurance information, counseling and assistance, and abiding by the SHP Security Plan Guidelines for Safeguarding confidential beneficiary information.

H) Collect and disseminate timely and accurate health insurance information to staff members, including volunteers.

I) Provide training programs for staff members, including volunteers.

J) Coordinate the exchange of health insurance information between the BGAAAIL, staff of departments and agencies of the State government, other pertinent federal agencies including ACL, and SHIP staff, including volunteers.

K) Make recommendations concerning consumer issues and complaints related to the provision of health care to agencies and departments of the federal and state governments responsible for providing or regulating health insurance.

L) Notify the appropriate BGAAAIL staff of changes in program name, key personnel, contact information, etc. immediately upon learning of the change, but not later than 30 days after a change in contact information occurs.

M) Perform targeted outreach to counsel low-income, dual-eligible, and hard-to-reach populations in rural areas and individuals with Limited-English proficiency.

N) Provide beneficiaries with information and assistance concerning Medicare's Preventive Services, Medicare Annual Wellness visit and other healthy living benefits available through Medicare. Provide beneficiaries access to disease prevention and health/wellness information by using outreach and training strategies.

O) Participate in SHIP training, education and communication activities, such as conference calls, webinars, etc. A portion of funds should be designated for travel expenses to these events (where applicable).

P) Ensure that newly appointed staff attend DAIL and BGAAAIL sponsored SHIP staff training. A portion of funds should be designated for travel expenses to these events.

Q) Maintain capabilities to send and receive email communications and other information through the Internet, including expanding/maintaining Internet capability. Counselors must have access to Internet-based enrollment and other counseling tools at the time and place of counseling.).

R) Permit BGAAAIL to monitor the use of grant funds, providing full information as to use and expenditures.

2.02 Reporting Requirements

a) STATE REPORTING SYSTEM

1) Ensure all reported data is accurately reflected and documented in the State Reporting System no later than the 5th of the following month. The data report information shall match the information submitted on the monthly invoice documents for all programs. Data information shall include:

A) All data required by the ADRC.

B) Complete client records, including intake, screening, the DAIL approved assessment, DAIL approved plan of care, and service units.

b) OAAPS State Program Reports

1) OAAPS reports are completed by the states to provide the Administration on Aging (AoA) with a review of the state's annual performance. Three principal types of data are included:

A) performance data on programs and services funded by the Older Americans Act (OAA);

B) demographic/descriptive data on the older adult population obtained from the U.S. Census Bureau and other sources; and

C) descriptive data on the infrastructure of home and community-based services in place to assist older persons, based on ACL studies and related reviews.

2) The state's annual OAAPS report is a roll up compilation of each individual contractor's OAAPS Report. In order to report the regional performance to the Department for Aging and Independent Living, the Contracted Provider shall:

A) Ensure missing data is not equal to or greater than three percent (3%) in any category.

B) Correct any missing data indicated by BGAAAIL within 2 business days of notification.

c) Program specific reporting requirements

1) Ombudsman

A) Ensure that the previous month's cases, complaints, and program activities are documented in State Reporting System by the 15th of each month.

B) Submit a quarterly report on the regional resolution rate to the Kentucky Long-Term Care Ombudsman and BGAAAIL. When the resolution rate is below 70%, submit a plan to increase the resolution rate for the following quarter. Quarterly reports are due October 1st, January 1st, April 1st, and June 30th.

2.) Title III-B

A) Notify BGAAAIL of waitlist updates monthly.

B) Ensure client service information is maintained and updated annually in the state reporting system.

3) Title III-C1 and Title III-C2

A) Ensure cost effective meals by collecting data including the information listed below. The information shall be available to the DAIL Dietitian upon request and/or during monitoring.

B) Track and compare over-produced meal numbers. This would include meals produced, but not consumed by a participant Document the actions taken when overproduction of food occurs. Ensure the provider agencies operate in compliance with the established policy through on-site monitoring twice per fiscal year.

C) Monitor food service operation including the production, distribution and service systems including both congregate and home delivered, twice per fiscal year to evaluate compliance with the Nutrition Program Policy.

D) Standards for food handling and personal hygiene shall be in accordance with the State Food Service Code (902 KAR 45:005).

E) Monitor food-purchasing practices to ensure best cost.

F) Monitor delivery times, routes and meal temperatures.

G) Maintain documentation of Home Delivered Meals clients who were not home to receive meals.

H) Track volunteer numbers and service time.

G) Retain a copy of the daily menu, as served (including substitutions), for a period of 3 years

H) Develop clear, written policies regarding contributions for services that address at minimum, the use of suggested contribution schedules, contribution policies for staff and guests and provisions for protected the confidentiality of individual client contribution amounts.

I) Ensure Title IIIC meal participants have the opportunity for an option to choose a milk/calcium – rich food item for consumption with their meal. This can be skim milk, 1% milk, 2% milk, 1% chocolate milk, calcium fortified orange juice, strawberry yogurt, strawberry banana yogurt or vanilla yogurt.

4) NSIP

A) Subcontract with the Nutrition Services Provider(s) under the Contractor's APPROVED REQUEST FOR PROPOSAL effective this Subcontract fiscal year to reimburse cash payments in lieu of commodities. The funding cycle for this program is October 1, 2024-September 30, 2025.
B) Disburse NSIP monies based on total number of eligible meals served. Expend NSIP monies within same grant year from the time payment is received.
C) Submit monthly food receipts of NSIP eligible meals by the 8th of the following month.
D) Documentation shall be provided with the monthly invoice that shows meals are domestically produced and processed. The documentation must equal the amount of NSIP funds requested reimbursement.
E) Meet NSIP Core Performance Measure of ensuring that 100% of funds are expended within the Federal grant year of allocation.
F) Maintain records to show the amount of cash received and how it was expended. Financial reports, including food receipts totaling the amount of funds requested, shall be submitted to BGADD upon request for payment.
G) Nutrition Program Management Provider shall solicit bids for any subcontract, for meals based on a request for proposal. Meals shall be bid without regard to funding source and shall contain a ready-to-serve cost and a served-delivered cost.

5) SHIP

A) Complete and electronically submit 100% of the SHIP Client Contact Forms resulting from one-on-one counseling, events, mailings, emails, fax transmissions, or other counselor to client correspondence, and the Public Outreach and Media Outreach forms according to ACL and DAIL guidelines in the STARS system.
B) Report STARS data on a monthly basis. This includes data from the Client Contact form and the Public Outreach and Media Outreach and Education Forms.
C) Submit and maintain registration of Local users of STARS via the STARS website.
D) Implement STARS data system security procedures required by ACL that are designed to secure and protect the confidentiality of data submitted into the SHIP STARS database. This includes regularly confirming the status of SHP users who access the database, confirming users with unique IDs, and utilizing any other procedures that may be required to maintain a secure system. All passwords and password changes must comply with ACL security requirements. The Contractor shall comply with all ACL security requirements regarding the STARS user accounts associated with its program.
E) A ten percent increase in the number of client contacts from FY2024
F) A five percent increase in the number of public outreach and education and media outreach and education from FY2024.
G) Adhere to the designated Resource Report deadline, as established by DAIL. Failure to submit complete and timely information may affect funding.
H) Submit monthly progress reports provided by DAIL, as required by policy on the fifteenth (15th) day of each month following the month of service. Failure to report complete and timely information may affect funding.
I) Retain all records pertaining to the SHIP grant, including STARS data, for a period of three (3) years, after notification of award closeout, as set forth and described by 45

CFR 92.42. Copies or other facsimiles of program records, such as electronic media, are acceptable substitutions for original documents.

J) Submit the training records for each activity including but not limited to:
    a. A listing of staff and volunteers
    b. The training attended
    c. Date of completion
K) Implement the Volunteer Recruitment and Program Management (VRPM) to expand volunteer recruitment, retention, management and training.
L) Advertise SHIP services on the radio to help increase awareness
M) Enhance its organizational websites for use as a volunteer recruitment tool in addition to providing general information to the public
N) Create, during the OEP a Part D Savings spreadsheet for the beneficiaries currently receiving Medicare to track their current plans versus them enrolling in a lower estimated cost plan. This is required to be submitted to BGAAAIL twice during the OEP, on November 15th and then at the end of OEP.
O) Screen everyone who contacts SHIP requesting assistance for LIS/MSP eligibility.
P) To increase Client Contacts, starting in August/September 2024-25 (before OEP) a letter must be mailed to clients that have received services within the last year from the BGAAAIL SHIP program provider that includes a reminder letter about OEP with instructions on what to do with the Part D worksheet that will be included with the letter. If the client returns the Part D worksheet, the SHIP Counselor/Volunteer will run a plan comparison and either mail or email it back to the beneficiary for review.

2.03 Subcontractors

a) Each Subcontractor shall:

1) specify how the provider intends to satisfy the service needs of low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas in the area served by the provider;

2) to the maximum extent feasible, provide services to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas in accordance with their need for such services; and

3) meet specific objectives established by the Bluegrass Area Agency on Aging, for providing services to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas within the planning and service area.

4) Subcontractor providing in-home supports must be a certified personal service agency pursuant to 906 KAR 1:180 Section 2(1) through (4) and KRS 216.710(8).

5) Permit BGAAAIL staff to monitor annually, and ensure documentation is maintained and available for BGAAAIL during on-site monitoring, or upon request. Monitoring for Long Term Care Ombudsman services must be performed in coordination with the Kentucky Long Term Care Ombudsman per 910 KAR 1:210.

6) Ensure compliance with applicable statute, regulatory, and contract requirements.

7) Ensure service continuity and for the protection of the health, safety and welfare of the clients receiving services under this Contract. A termination notice of contract must be provided to BGAAAIL with a minimum of 30-day notice. Provider shall continue to provide services for the duration of the contract termination notice.

2.04 Bluegrass Area Agency on Aging and Independent Living Responsibilities

Responsibilities of the AAAIL are largely defined by, but not limited to, the OAA Section 306:

a) Provide, through a comprehensive and coordinated system, for supportive services, nutrition services, senior center services, and other services as designated by DAIL. Supportive Services include but are not limited to Adult Day, Advocacy, Assessment, Assisted Transportation, Case Management, Cash and Counseling, Chore, Counseling, Education, Employment Services, Friendly Visiting, Health Promotion, Home Health Aid, Home Modification, Homemaker, Information and Assistance, Outreach, personal Care, Public Information, Recreation, Respite, Telephone Reassurance, and Transportation,

b) Provide an adequate proportion of funds for the following categories of services:

1) Services associated with access to services (transportation, health services (including mental and behavioral health services), outreach, information and assistance (which may include information and assistance to consumers on availability of services under part B and how to receive benefits under and participate in publicly supported programs for which the consumer may be eligible), and case management services;

2) In-home services, including supportive services for families of older individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and

3) Legal assistance.

c) Report to the State agency in detail the amount of funds expended for each service.

d) Set specific objectives, consistent with State policy, for providing services and outreach to

1) Older individuals residing in rural areas;

2) Older individuals with greatest economic need;

3) Older individuals with greatest social need

4) Older individuals with severe disabilities;

5) Older individuals with limited English proficiency;

6) Older individuals with Alzheimer's disease and related disorders and their caretakers;

7) Older individuals at risk for institutional placement; and

8) Low-income minority older individuals.

e) Coordinate planning, identification, assessment of needs, and provision of services for older individuals with disabilities, with particular attention to individuals with severe disabilities and individuals

at risk for institutional placement, with agencies that develop or provide services for individuals with disabilities.

f) Serve as the advocate for older individuals within the community.

g) The AAAIL shall collaborate with the Kentucky Department for Behavioral Health, Developmental and Intellectual Disabilities State level Mental Health and Aging Coalition and assist the local Mental Health and Aging Coalitions to reach the state level Coalition mission of educating the public, professionals, consumers, caregivers, and other stakeholders, regarding issues related to the aging process and mental health needs of older adults

2.05 General and Administrative Requirements

The Bluegrass Area Agency on Aging and Independent Living, through a variety of contracted providers shall administer all the programs and provide for all the services in accordance with all laws and/or requirements of federal, state, and local fire, health, safety, and sanitation and other standards prescribed in law or regulations; and the terms set forth in this contract, including, but not limited to:

a) Federal Law

1) This grant is subject to the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards under 45 CFR Part 75. These requirements and additional terms and conditions that are applicable to this award can be found on the ACL website (https://www.acl.gov/grants/managing-grant) and include, but are not limited to, the following:

A) Federal Awardee Performance and Integrity Information System (FAPIIS)

B) HHS Grants Policy Statement, Part II

C) Trafficking Victims Protection Act

D) Federal Funding Accountability and Transparency Act (FFATA)

E) Unique Entity Identifier

F) Consolidated Appropriations Act, 2017, Pub. L. 115-31, signed into law on May 5, 2017

b) State Law

1) 910 KAR 1:140

2) 910 KAR 1:170

3) 910 KAR 1:190

4) KRS Chapter 13B – Hearing Procedures Relating to Area Agency on Aging Contractor Selection Actions.

5) KRS 116.048(1)(d) Voter Registration

6) KRS 209.030

7) 910 KAR 1:210

8) KRS 216.541 Willful interference with representatives of Office of the Long-Term-Care Ombudsman prohibited - Retaliation against complainant prohibited - Penalty - Liability insurance for representatives of the ombudsman program.

c) Requirements by the Bluegrass ADD/AAAIL

1) Ensure that all services made available under this Contract are provided and maintained on a continuing basis throughout the fiscal year.

2) Ensure service is in place on the first day of the fiscal year. Any transition costs related to the beginning or termination of a grant will be borne by the Provider.

3) Provide information, upon request of BGADD/AAAIL, concerning all activities performed pursuant to this Contract, including but not limited to, periodic data reporting and data system input concerning program activities or any data that is required by applicable state or federal law.

4) BGADD will never require more documentation of the direct service providers than DAIL requires of the BGADD such that the number of services provided or number of people served by the direct service provider cannot be counted in OAAPS.

5) BGADD will limit the amount of paperwork required of the direct service providers, including using technology where applicable.

6) Utilize the definitions of services provided in this contract including the DAIL taxonomy.

7) Assist BGAAAIL in conducting client surveys regarding aging services. This may include but not be limited to phone surveys, in person interviews, questionnaires, or longitudinal surveys. Results of any surveys will be shared with the District.

8) Attend meetings as scheduled by BGAAAIL, including in-person, telephonic and web-based meetings. When unable to attend, provide notification to BGAAAIL at least one (1) business day in advance to make arrangements with the meeting coordinator to gather information discussed at the meeting.

9) Employ appropriately qualified and trained staff sufficient to carry out the number of programs and types of services provided for participants and provide adequate supervision. A copy of the Provider’s current job descriptions must be available upon request.

10) Establish Internet access and maintain at least one business email address that will be the primary receiving point for all email correspondence from BGADD/AAAIL. Provider must notify BGADD/AAAIL of any email address changes within five (5) business days from the effective date of the change.

11) Provide at a minimum the equivalent insurance coverage for real property and equipment acquired or improved with funds under this contract. Providers must provide proof of coverage to BGADD/AAAIL prior to the commencement, and throughout the grant period.

12) Adhere to all deadlines, deliverables, and performance measures stated in this Contract, unless otherwise instructed. Failure to meet deadlines, deliverables, and/or performance measures may result in loss of funds. Willful submission of incomplete or incorrect materials by a deadline in

order to meet the deadline and later submit a corrected version will not be acceptable for this Contract and may result in loss of funds.

13) BGADD/AAAIL reserves the right to alter deadlines, deliverables, and performance measures stated in this Contract if needed to comply with federal or state requirements, to improve the delivery of services, or to assist with the administration of this Contract.

14) Provide appropriate language access services (interpreters, captioners, assistive listening devices, etc.) in accordance with the ADA for all services.

15) Provide staff training and information as needed concerning topic and information supplied by BGAAAIL.

16) Ensure in-home service providers are following CDC guidelines for infectious disease control and are working with their local health department to mitigate the spread of infectious disease.

d) Required General Policies and Procedures

The Provider shall maintain written policies and procedures on the agency website that include but are not limited to the following:

1) Personnel, including salary, conditions of employment, and job descriptions relative to all personnel involved in the delivery of services under this Contract.

2) Continuity of services

3) Reporting abuse, neglect, and exploitation as indicated by KRS 209.030 within 24 hours of learning of such incidences. Notify BGAAAIL program staff as well.

4) A disaster plan that shall include:

A) Maintaining communications between BGAAAIL and City/County Local Officials during the time of a disaster unless telecommunication devices are rendered inoperable.

B) Contacting all homebound clients in the designated disaster area within 48 hours of the initial disaster to ensure health, safety, and welfare. Biweekly contact will occur thereafter until the Provider resumes services for the client. Documentation of each contact shall be entered into the state reporting system.

5) Waitlist for services

A) Enter information in the state reporting system for individuals who are on a waitlist.

B) Maintain local, state, and federal information and resource contact information, including private pay option, to be provided to individuals who are waiting for services.

C) Document community resources offered to individuals placed on the waiting list, including private pay options.

D) Maintain a written policy and procedure regarding wait lists for service.

E) Maintain a written policy and procedure that addresses the reasons and length of time a client can be placed on and remain in hold status.

F) Maintain a written policy and procedure that addresses how often the individuals on the waitlist are contacted and how the waitlist is purged.

6) Outreach activities to ensure participation of eligible older persons to inform them about the availability of such assistance with special emphasis on the following groups:

A) Older persons with the greatest economic need (with particular attention to low-income minority older persons and low-income older persons with limited English proficiency);

B) older persons with the greatest social need (with particular attention to low-income minority older persons and low- income older persons with limited English proficiency);

C) older persons with severe disabilities;

D) older persons with limited English proficiency;

E) older persons at risk of institutional placement; and

F) older persons with Alzheimer's disease and related disorders with neurological and organic brain dysfunction (and the caregivers of such individuals);

7) Identifying and serving older persons with the greatest economic or social need, with particular attention to low-income older individuals, including low-income minority older persons and older individuals with limited English proficiency.

8) Satisfying the service needs of low-income minority individuals in the area served by the Provider and serving low-income minority older individuals in at least the same proportion as the population of low-income minority older individuals bears to the population of older individuals of the area served by the Provider.

9) Identifying the major languages other than English in the service area and developing a plan for providing service to clients proficient in languages other than English. This plan must include the components outlined in the Policy Guidance on the Title VI Prohibition against National Origin Discrimination as it Affects Persons with Limited English Proficiency which can be found at www.lep.gov16.

10) Assure full accessibility of SHIP services to all categories of Medicare eligible individuals, including the aged, disabled, an end stage renal disease patients. SHIP services are to be provided without discrimination on the basis of race, color, national origin, disability, age, sex, or income. Reasonable efforts must be made to accommodate eligible individuals with existing barriers that limit their access to information, e.g., language, visual, hearing or speech impairments, physical accessibility, literacy, and location.

11) Coordination and utilization of the services and resources of other appropriate public and private agencies and organizations.

12) Obtaining participants' views on the services they receive. Eligible participants' input must be sought and utilized in the planning of services. The service provider must have procedures for obtaining the views of participants about the services they receive. Client surveys, interviews using a structured

method to obtain information, complaint reviews, Boards of Directors or Advisory Council with more than 50% of members over the age of 60 are methods to meet this requirement.

13) Methods to carry out activities to identify older individuals with greatest economic need who may be eligible to receive, but are not receiving, supplemental security income benefits under Title XVI of the Social Security Act, medical assistance under Title XIX of the Social Security Act, and benefits under the Food Stamp Act of 1977 or benefits under any other applicable program. Contractors shall establish methods to assist older individuals in applying for such assistance and such benefits.

14) Procedures for inventory control in compliance with the uniform standards set forth in 2 CFR 200.310-200.316 governing the management and disposition of property which cost was supported by Grant funds.

15) Methods to assure that older persons are provided with volunteer opportunities. Plans for recruitment, training, supervision and recognition shall be included.

16) Procedures for collecting, handling, counting and depositing contributions for Title III and Homecare services. Voluntary contributions shall be allowed and may be solicited for all services for which funds are received under this Act if the method of solicitation is non-coercive. Contributions shall be encouraged for individuals whose self-declared income is at or above 185% of the poverty line.

17) Procedures for informing participants about voluntary contributions in accordance with the Older Americans Act Sec 315(b).

18) Procedures for informing participants in State funded programs about fees and voluntary contributions in accordance with Section 8 of 910 KAR 1:180.

19) Ensure that all individuals receiving Title III and Homecare services have documentation ensure voter registration information has been offered.

20) Ensure the BGAAAIL SOPs are being followed

21) Procedures for encrypting all electronic communications containing Protected Health Information.

2.06 Financial Requirements

a) Budget

1) Create a budget that accurately reflects the administration of the Bluegrass Regional area plan and the services provided to meet the needs of the community as established in the area plan and which replicates the intrastate funding formula at a county level approved by DAIL.

A) Submit a budget for all programs to BGADD at the beginning of the fiscal year according to specific timelines for return on budget provided in a budget instruction letter by BGADD.

B) The cost of operating supplies, personnel, facilities, travel/training, and any additional major cost categories are included in the fixed unit rate per service as established by BGADD/AAAIL.

C) Budget narratives must be included for all budgets submitted to BGADD on a form provided by BGADD, including initial budgets and any budgetary shifts requiring contract modification.

D) Expend a minimum 65% of Title IIIB funds received to carry out part B on Access Services.

2) Adhere to the approved budget, following outlined procedures for amendments.

A) The Provider shall request written approval for any of the following:

(i) to move funds from one service to another,

(I) Funds cannot be moved from one program to another program,

(II) Budgetary shifts between federal fund programs shall follow the Administration for Community Living (ACL) guidance and can only be completed with BGADD approval

(III) Budgetary shifts between Homecare invoice line items

(ii) to reduce the number of services or persons served

3) Designate no more than fifteen percent (15%) of the total original current fiscal year Homecare allocation for in-home supplies

(I) Person centered planning for in-home supplies must be demonstrated in the participants plan of care

b) Cost Principles

The Provider is responsible for efficient and effective administration of federal/state awards and should administer funds consistent with this agreement, program objectives, and the terms and conditions of the funding awards. All costs should be allowable, reasonable, and allocable. BGADD reserves the right to work with the Provider to redesign a program to make it more cost effective and/or customized to a specific community.

1) Allowability of Costs

A) Funds cannot be used:

(i) As match for another federal grant

(ii) To influence political activities

(iii) For the personal gain of an individual through gifts or cash payments

(iv) For illegal activities or to purchase illegal products

B) Funds must be used:

(i) For activities for which the grant is funded

(ii) Documented properly

2) Reasonable Costs

A) The Provider cannot pay more for something than any other entity would in the same circumstances.

(i) The Provider is expected to:

(I) Shop around, compare prices

(II) Buy the best quality at the best price

(III) Seek guidance if unfamiliar with the quality and pricing of a product or service

c) Match Requirements

1) Provide local match equal to or greater than the amount in effect during the fiscal year prior to the period covered by this contract. Failure to provide the required local match may result in a proportionate reduction of state funding.

2) Meet the match requirements through allowable costs and/or third-party in-kind contributions, state funds, or local cash.

3) Provide substantial documentation including, but not limited to, volunteer forms, provider invoices, and floor plan with square footage in order to verify match.

4) Ensure that the application of funds shall be in accordance with requirements for match of the specific funding source, as referenced in 2 CFR 200.29 and 2 CFR 200.306.

5) The federal share of a project cost, as applicable, is earned only when the cost is accrued and the nonfederal share of the cost has been contributed. Receipt of federal funds (through reimbursement) does not constitute earning of these funds. If the Provider is unable to provide the required local match, there will be a proportionate reduction of the federal allotment.

6) Corroborate match as part of the audit process when a program is subject to an audit under Federal Register Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Section C: Subpart F Audit Requirements for programs funded by state funds.

d) Third Party In-Kind (Non-Cash) Contributions

1) The valuation of third party in-kind (non-cash) contributions must be supported with adequate documentation to include, but not be limited to, documentation of size and value of space donated; total volunteer time spent and total value of time including hours and duties performed; and documentation of item contributed.

2) Third party in-kind contributions shall be defined as stated in 2 CFR 200.29, 2 CFR 200.96, 2 CFR 200.306 and its application shall be subject to applicable portions of this regulation, Federal Register Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and contractual provisions.

3) Document received contributions on the budget pages and third-party in-kind documentation shall be submitted with monthly invoices for the month they are received.

e) Program Income

1) The Provider is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

2) Provide all clients an opportunity to voluntarily donate toward the cost of services, as outlined in policies and procedures.

3) Account for, provide source documentation, and expend program income in accordance with 2 CFR 200.80, 2 CFR 200.307, and as further defined by the Administration on Aging (AOA) Policy.

4) Program income collected by a provider may not be used as match. Program income must be reported by program and submitted to the BGADD, with financial reports, for the ADD's approval.

5) All program income must be used for the expansion of services.

6) Program income must be used during the same budget period and in the same program, in which the income is earned.

f) Documentation of Expenditures

1) Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and sub award documentation. All supporting documentation should be clearly identified with the award and general ledger accounts which are to be charged or credited.

2) Records of expenditures must be maintained for each Award by the cost categories of the approved Budget and actual expenditures are compared with the Budgeted amounts at least quarterly.

3) Ensure that all time billed to case management is spent in administering, planning, facilitation, care coordination, evaluation, and advocating for options and services to meet individuals or caregivers needs through communications, resources, information, and clients' needs.

g) Unexpended Funds

1) Make every effort to expend funds in time allotted. The Provider shall communicate with BGADD frequently about the likelihood of unexpended funds in order for BGADD to identify opportunities for spending within the Region.

2) Acknowledge that funds unexpended at the end of the first six months of this contract may be utilized by one or more counties in the Bluegrass Region for the purpose of carrying out the Regional Area Plan on Aging.

3) Upon confirmation of final closure of audit, or final expenditure report, any funds remaining from the allocation shall be refunded to BGADD.

h) Responsibilities

1) Acknowledge that for state-funded contracts, BGADD reserves the right to withhold payments under this Contract and provide services directly to the counties within the Region if BGADD determines that the Provider's performance under this Contract has endangered the health, safety, or welfare of its clients or if BGADD determines the Provider has failed to comply with Federal or State Laws, including the area plan requirements, regulations, or policies.

2) Acknowledge that if the Provider fails to meet any individual component of these requirements, it shall have all reimbursement request(s) held regardless of funding source, program, and amount until such time as the budget report complies with all requirements set forth above.

3) Monitor and respond to any fiscal and/or program exceptions established by evaluation, monitoring and/or auditing of this Contract, and resolve promptly any monitoring, fiscal and program audit exceptions by making direct payment or reduction of future reimbursement, or by other methods approved by BGADD.

i) Audit Requirements

1) After acceptance by the Governing body, the Contractor shall submit an electronic copy of the final audit report and final audited invoice to BGADD by 4:30 pm Eastern Standard Time, December 31st of the current year. Failure to submit the final audit report by the due date may result in forfeit of unexpended funds.

2) The Contractor shall have a financial audit for the period ending June 30th of the current year conducted in accordance with:

A) Federal Register Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Section C: Subpart F Audit Requirements:

(i) Section 200.501 (a): non-federal entities that expend $750,000 or more in a year in Federal awards shall have a single audit; or

(ii) Section 200.501(d): non-federal entities that expend less than $750,000 in a year in Federal awards are exempt from a single audit.

B) Government Audit Standards, 2011 Revision, as issued by the Comptroller General of the United States, and

C) Auditing standards generally accepted in the United States of America.

3) The audit report shall contain a supplemental BGADD Schedule which summarizes Aging funds received by the Contractor. The auditor must issue an opinion on this supplemental schedule. The schedule shall:

A) Present by program the revenues, expenditures, and excess (deficit) of revenues over expenditures. The totals of these programs are to be presented in a separate column. Matching funds are to be separated out by Local Cash, In-Kind, and Program Income.

B) Include an integral disclosure note that shall describe details of deferred revenue.

C) Include notes that describe accounting policies used in preparing the schedule.

D) Note if the Contractor elected to use the 10% de minimis cost rate as covered in Section 200.414 of Federal Register Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Section C: Subpart F Audit Requirements.

4) If the Contractor pays federal or state funds to vendors, contractors, or subcontractors who are not subject to the audit requirements of this contract, then the Contractor shall, at a minimum, provide the final expenditures reports of those entities.

5) If the Contractor is required to make revisions to its fourth quarterly report as a result of the audit, the revised quarterly report shall be marked as “Audited”.

6) The auditor or audit firm shall be a member of the American Institute of Certified Public Accountants (AICPA) and be licensed by and registered with the Kentucky Board of Accountancy, which includes being enrolled in a peer review program. The audit firm's professional members shall maintain their professional proficiency through continuing education and training. Auditors assigned to the engagement shall maintain, at a minimum, the Continuing Professional Education (CPE) requirements of the current edition and official interpretations of Government Auditing Standards (a/k/a Yellow Book).

7) The Contractor shall ensure that the auditor, if in agreement with recommendations of the reviewer, makes timely revisions to the audit report or performs additional follow-up audit work in order to correct quality deficiencies, or if not in agreement, responds in writing why the review recommendation is not valid or not warranted.

8) The Contractor shall not pass-on to BGADD or any program funded by BGADD the costs incurred by the independent auditor for time spent correcting deficiencies in audit reports.

9) Any communications with those charged with governance from the independent auditor to the Contractor, immediately upon receipt, and in particular if there are issues or findings of:

A) Abuse, fraud, illegal acts, or noncompliance with provisions of laws, regulations, contracts, or grant agreements, which could have a direct and material effect on determination of financial statement amounts.

B) Significant deficiencies or material weaknesses in internal control over financial reporting or major programs, or material questioned costs.

10) Any correspondence from a federal agency with audit oversight to the Contractor that concerns financial or compliance issues of an audit, immediately upon receipt.

11) For questions concerning audit requirements or requests for audit deadline extensions, please contact the assigned BGADD Financial Liaison.

12) A copy of any Corrective Action Plan as a result of financial statement findings or federal awards findings and questioned costs sent by the Contractor as a response to the independent auditor or to a federal agency.

13) If the Contractor fails to meet any individual component of these requirements, all reimbursement requests shall be held for payment by BGADD regardless of funding source, program, and amount until the audit report complies with all requirements set forth above.

2.07 Program Requirements

a) Service Population and Eligibility

1) Serve any person age 60 years or older in need of service in the project area regardless of other eligibility criteria normally in use by the Provider. The Provider may not impose a requirement as to duration of residency or citizenship as a condition of service. (SHIP/Legal Services Provider only: except where the applicant is undocumented and does not meet the definition for service under VAWA and/or LSC.)

Service must be accessible and available to people with disabilities and limited English-speaking older persons. Priority must be given to providing services that will assist and benefit older persons with the greatest social need, economic need, limited English Proficient and those at risk for institutional placement.

2) Provide services to the following older adult demographic groups, at minimum, in proportion to their representation in the overall age 60+ population in their service area:

A) Older individuals (60+) with greatest economic need;

B) Older individuals (60+) with greatest social need;

C) Low-income minority older (60+) individuals; and

D) Older individuals (60+) with limited English proficiency.

3) Maintain a policy and procedure that ensures Homecare service delivery is person centered and and to notify client of any change in schedule within one (1) business day.

4) Maintain a written policy and procedure regarding Homecare supplies noting that a limit has been set at seven-hundred dollars ($700) per client per fiscal year, based on need.

5) Provide services throughout the entire service area for which funding is being awarded.

6) Ensure that client eligibility has been determined according to program regulations, prior to the provision of services and that required client information including eligibility, assessments, and journal entries are entered into the state reporting system.

7) Ensure that clients meeting program eligibility requirements shall only be removed or denied services if said client meets the requirements of 910 KAR 1:220 (7)(4)(b).

8) Ensure Homecare clients meet eligibility as outlined in 910 KAR 1:180 Section 4, Eligibility

(A) Utilize a DAIL priority screening. Persons aged sixty (60) and over who are frail, homebound by reason of illness or incapacitating disability, or otherwise isolated shall be given priority in the delivery of services per 910 KAR 1:220

9) Ensure that services and information shall be offered to those clients that express a desire to pursue private pay designation, and a policy is in place to provide appropriate language access services (interpreters, captioners, assistive listening devices, etc.) in accordance with the ADA for all clinical services.

10) Make the best use of existing resources, including but not limited to the following:

A) Incorporating the “informal” network into the services design;

B) Using volunteers and other available local resources as appropriate;

C) Leveraging local support from local municipalities, foundations, school districts, civic groups, fundraising, etc. to increase funds available and create stronger local ownership of the programs; and

D) Coordinating and complementing the existing formal service network – public, non-profit and for-profit.

11) Administer the SHIP program by providing:

A) Counseling and assistance

1. to eligible individuals in need of health insurance
2. to individual beneficiaries unable to access other channels of information or needing and Preferring locally based individual counseling services

B) Information and referral regarding:

1. obtaining benefits and filing claims under Titles XVIII and XIX of the Social Security Act.
2. Policy comparison information for Medicare supplemental policies (as described in section 1882 (g)(1) of the Social Security Act, as amended) and information that may assist eligible Individuals with filing claims under such Medicare supplemental policies
3. long-term care insurance
4. all Medicare health insurance coverage options, including Medicare Savings Programs
5. other types of health insurance benefits that may be provided to eligible individuals in the Region
6. appropriate Federal or State departments or agencies that provide assistance with problems Related to health insurance coverage (including legal problems)
7. other appropriate programs and services including Navigators, Certified Application Counselors, partners, and federal and state resources
8. Medicare's Preventive Services, Medicare Annual Wellness visit and other healthy living Benefits available through Medicare
9. Provide beneficiaries access to disease prevention and health/wellness information by using Outreach and training strategies

C) Promote awareness of provisions of the Patient Protection and Affordable Care Act, which Include:

1. Medicare prevention and wellness benefits;
2. Fraud prevention and awareness initiatives; and
3. Durable Medical Equipment, Prosthetics, Orthotics and Supplies (DMEPOS), and Competitive Bidding Program

b) Changes to Services

1) Notify BGAAAIL in advance of any planned closure of the Provider on a day that would normally be a working day (i.e. staff retreats, unofficial holidays). An agency calendar provided to BGAAAIL is sufficient.

2) Notify BGAAAIL as soon as a decision is made for an unplanned closure that will disrupt the provision of services (i.e. senior center or Provider office closed due to inclement weather).

3) Provide educational materials to each participant regarding substantial changes to the service delivery of programs within five (5) business days, when indicated to do so by BGAAAIL.

4) Post any information regarding local information and assistance changing in services, closure on website and social media.

c) Record Maintenance & Documentation

1) Ensure client records are transferred appropriately, when necessary. Upon termination of this Contract, copies of all appropriate records of all active clients and/or participant data shall be provided to the new service provider in accordance with policy.

2) Ensure the retention of client-specific records, in a secured physical or electronic location, for five (5) years after the last date of service. All records pertaining to the SHIP grant including STARS date shall be retained for a period of 3 years, after notification of award closeout, as set forth and described by 45 CFR 92.42. Copies or other facsimiles of program records, such as electronic media are acceptable substitutions for original documents.

3) Ensure that confidential data is destroyed in accordance with Federal, State, or local privacy laws and regulations.

4) Ensure that back-up documentation is provided for any and all expenditures and revenue claimed on all invoices including but not limited to detailed payroll reports, subcontractor invoices, financial system generated reports, and any additional requested documentation.

5) Ensure all client documentation is available for review in the state reporting system.

6) Ensure documentation is available at monitoring and upon request by BGADD/AAAIL.

7) Submit required documentation electronically to the designated BGADD/AAAIL staff.

8) Ensure that SHIP staff members (including Volunteers) have no conflict of interest in providing health insurance information, counseling and assistance, and abiding by the SHIP Security Plan Guidelines for safeguarding confidential beneficiary information.

9) Document Homecare Client monthly contacts within the client's record in state reporting system that include evaluation of the client's continued need for services and any change in condition or change in status including informal supports, new service providers, reduction or increase of need, and goals.

10) Ensure Homecare Client journal entries and notes justifying clients need for service and service delivery shall be entered in state reporting system for all Homecare clients in accordance with the BGAAAIL policies and procedures.

11) Document in each Homecare Client's electronic file that resources provided through natural supports have been exhausted before accessing Homecare funds. Documentation shall also include demonstration that the client is not eligible to receive the same services through the Kentucky Medicaid Program or Ky Department of Veterans Affairs programs as applicable.

12) Ensure a signed copy of the participant's rights and responsibilities is given to the participant and their legal guardian or POA and the copy of the participant's rights and responsibilities document is placed in the participant's electronic or paper file, as applicable. Electronic signatures and electronic storage are acceptable.

d) Training

1) Staff providing services under this contract, including staff of subcontractors, should be adequately trained to fulfill their duties.

2) Ongoing training should be provided by the Contractor to staff providing services under this contract. Topics should be relevant to the job duties and population served. The number of hours of training should reflect the type of position (i.e.more training hours for a social worker or case manager).

(a) all Homecare Case Managers shall complete sixteen (16) hours of in-service training on aging and disability related topics every fiscal year. Documentation of each case manager's training shall be kept by the Contractor and available for monitoring or upon request by BGAAAIL.

3) Documentation of training shall be available upon request and should indicate the training date, number of hours, training topic, the trainer, and validation by signature or electronic means (i.e. an email certificate or webinar screenshot).

4) All staff and volunteers shall be trained annually on preventing, identifying, and reporting abuse, neglect, and exploitation of older adults. Training should be provided by individuals or organizations with expertise in working with older adults and educated in elder justice.

5) All staff and volunteers shall complete Dementia training offered through the Office of Dementia and supported by BGAAAIL.

6) SHIP counselors should be trained and receive regular updates on Medicaid changes, Medicare changes, Medicare Advantage, initiatives impacting the dual eligible population, and other relevant health insurance information.

7) All online training shall be submitted to BGAAAIL for pre-approval.

8) Mandatory training for SHIP counselors shall include:

-Prescription Drug Plan and Medicare Health Plans

-Filing original Medicare and private insurance claims and/or preparing Medicare appeals

-Comparing policies and explaining what services each policy provides

-Complying with data and performance reporting through SHIP reporting and Tracking System (STARS)

-Policy and procedures for basic SHIP administration

-Volunteer Management

-Program Integrity and quality assurance

9) Participate in web-based and virtual trainings as directed by BGAAAIL.

10) Racial equity and cultural humility training, and organizational efforts reflective of the individuals residing in the region according to the most recent census report. Training should be provided by individuals or organizations with expertise in the field of racial equity and connected to organizational efforts that focus on external equity issues (e.g., program outcomes) as well as internal equity issues (e.g., a racially equitable workforce).

11) Suicide Intervention Awareness

12) Homecare Case Managers shall work with the Kentucky Department of Veterans Affairs to ensure coordination of benefits to those who may be eligible for programs and assistance.

13) Ensure Homecare homemakers providing in-home services are adequately trained.

A) Each new homemaker shall be provided a training course with a minimum of eight (8) hours

of coursework. In addition, new employees shall shadow an experienced homemaker for at least eight (8) hours.

(a) Training topics shall include but not be limited to:

a. Working with Older Individual
b. Working with Individuals with Disabilties
c. Client Confidentiality
d. Maintaining a Clean and Safe Environment
e. Recognizing and Reporting Abuse, Neglect, and Exploitation
f. Skills-related training to perform job duties
g. Cultural humility
h. Person-Centered services

(b) Training for new employees shall be provided at a frequency that allows direct service providers to adequately hire and on-board staff in order to meet the needs of clients.

B) Homemakers shall be provided a minimum of eight (8) hours of training annually.

Training may be provided by:

(1) A recognized institution of learning such as a vocational school, a community college;
(2) An agency charged with education of the public in health-related matters such as the American Red Cross;
(3) Or may be provided by the employing agency utilizing a designated coordinator and appropriate professional specialists as instructors;
(4) Instructors shall include a nurse; a social worker; a home economist; nutritionist or dietitian; professional or homemaker employees

14) A record of training and attendance must be kept and provided during monitoring or upon request.

a) Records should adequately depict the subject, number of hours, and other pertinent information to assure these standards have been met.

e) Staffing for Homecare

A) Provide sufficient supervisory staff to ensure effective administration and coordination of the Homecare program with the following duties:

(a) meet all requirements of 910 KAR 1:180
(b) Perform in-house monitoring of 10% of case records, documenting findings on a quarterly basis
(c) Take corrective actions on areas identified as deficient
(d) Provide in-house trainings and technical assistance based on the findings
(e) Provide in-house review of 25% of all closed cases prior to final close. Documentation of findings and resolutions should be available at monitoring

B) Provide sufficient staff to carry out case management and assessment duties described in 910 KAR 1:180 who meet the requirements outlined in 910 KAR 1:180, Section 5 and also perform the following duties:

(a) Document community resources offered to individuals placed on the Homecare Waitlist
(b) Document in the client's electronic record, on a monthly basis, contacts that include evaluation of the client's continued need for services and any change in condition or change in status including informal supports, new service providers, reduction or increase of need, and goals

(c) Review a social security award letter, bank statement, or official document to verify income and document in the client's file. Document in the state reporting system.
(d) Determine client eligibility, including any required fees utilizing the Homecare fee Schedule
(e) Utilize the person-centered planning approach and document the process in the client record including who was involved, agency, and services they will provide
(f) Record in electronic file informal and formal supports in the homecare client's plan
(g) Record all contacts with the client and/or caregiver, ensuring a minimum of one (1) contact per month
(h) Do not duplicate Medicaid Waiver services and document ineligibility of same or similar services through Medicaid in the client's file
(i) All documentation should be recorded in the state recording system.

C) Ensure that in-home service providers have a scheduling supervisor who monitors and communicates the delivery of services to the case management provider

D) Ensure staff fulfilling the duties of social service assistant (SSA) meet program qualifications per 910 KAR 1:180, 1 (19)(a-h)

f) Volunteers

1) Ensure volunteers that are providing direct service are trained on their role and the Federal, State, local, and contractual requirements of their duties.

2) Ensure volunteers performing the work of a paid staff position meet all qualifications of the position.

3) Maintain volunteer records including but not limited to training, total number of volunteers, training hours provided, job description, and work completed.

4) Provide or arrange for appropriate insurance coverage to protect volunteers from personal liabilities.

g) Acknowledgements

1) Ensure public awareness materials supported with state/federal funds and allocated to the Contractor through this Contract contain the following statement: "This information is made possible by state and/or federal funding provided by the Kentucky Department for Aging and Independent Living."

SHIP materials: "This publication/project was supported by Kentucky with financial assistance, in whole or in part, through a grant from the Administration for Community Living"

2.08 Requirements Specific to Title III Programs

a) Intake and Screening

1) Registered Services as Defined by the Administration on Community Living

A) Utilize ADRC screening to determine eligibility for Title III programs and to provide community resources to potential clients on the waiting list for Title III services.

B) Provide person centered planning and transition support for consumers and families with multiple needs.

C) Record in state reporting system those demographics required by the Administration for Community Living.

2) Unregistered Services

A) Record in state reporting system those demographics required by BGAAAIL and DAIL and make reasonable effort to record additional demographics.

b) Match Requirements

Program	Federal	State/Local
Title III Administration	**75%**	**25%**
Title III-B Supportive Services,	**85%**	**15%**
Title IIIC-1, Congregate	**85%**	**15%**
Title IIIC-2, Home Delivered Meal	**85%**	**15%***
III-D Health Promotion and Disease Prevention	**100%**	**n/a**
Title III-E National Family Caregiver Support Program	**75%**	**25%**
***5% of the 15% Match Requirement must come from state sources.**		

c) Additional Requirements for Title IIIB Supportive Services

1) In-home services shall only be contracted with those personal service agencies certified pursuant to KY Office of the Inspector General. This certification must remain effective for the duration of the contract year.

2) Provide in-home services to clients based upon the client's needs assessment.

3) Ensure current services provided to the client reflect the care plan.

4) Report in-home client contacts and any change in the client's status in state reporting system

5) Utilize the person-centered planning approach and document the process in the client record including who was involved, the agency, and services they will provide.

6) Providing general information to or conducting follow-up for potential clients on the waiting list may not be recorded as a case management service, but may be recorded as a supportive service where applicable (i.e. information and assistance).

7). Ensure homemakers providing in-home services are adequately trained.

A) Each new homemaker shall be provided a training course with a minimum of eight (8) hours of coursework. In addition, new employees shall shadow an experienced homemaker for at least four (4) hours.

a. Training topics shall include but not be limited to:

1. Working with Older Individuals

2. Working with Individuals with Disabilities

3. Client Confidentiality

4. Maintaining a Clean and Safe Environment

5. Recognizing and Reporting Abuse, Neglect, and Exploitation

6. Skills-related training to perform job duties

b. Trainings for new employees shall be provided at a frequency that allows direct service providers to adequately hire and on-board staff in order to meet the needs of clients.

B) Homemakers shall be provided a minimum of six (6) hours of training annually.

C) Training plans must be approved by BGAAAIL.

D) A record of training and attendance must be kept and provided during monitoring or upon request.

a. Records should adequately depict the subject, number of hours, and other pertinent information to assure these standards have been met.

d) Additional Requirements for Ombudsman

1) Ensure compliance with 910 KAR 1:210.

2) Engage with community partners to inform and educate residents, organizations, the long-term care industry, and the general public on issues affecting the long-term care system, the Ombudsman Program, and resident rights per 910 KAR 1:210 Section 4(2)(j).

3) Participate in elder abuse prevention activities including but not limited to:

A) Training facility staff

B) Providing information to facility residents

C) Providing information to caregivers, family, friends, and support networks of facility residents

4) Ensure that for maintenance of effort, the Contractor shall expend on activities of the Ombudsman Program not less than the amount of Title III funds expended by the Contractor in Federal Fiscal Year 2019, pursuant to section 306 (9) (A) of the Older Americans Act,. If the Contract fails to meet any individual component of this requirement it shall have a reduction in administrative funds equal to the unmet maintenance of effort for this program for the next fiscal year.

5) Provide thorough documentation in state reporting system including but not limited to:

A) Ombudsman activities

(i) complaints closed

(ii) consultations to facility staff

(iii) information and assistance to individuals

(iv) participation in facility surveys

(v) resident council participation

(vi) family council participation

(vii) facility visits

B) Training

(i) volunteer ombudsman

(ii) friendly visitors

(iii) ombudsman staff

(iv) facility staff

C) Community Education

6) Employ one (1) full time District Long-Term Care Ombudsman.

7) Recruit volunteers to ensure adequate presence in each long-term care facility.

8) Increase long-term care resident knowledge of home and community based long-term services and supports options.

e) Additional Requirements for Title III-C1 Congregate Meals and Title III-C2 Home Delivered Meals

1) Ensure every meal shall provide one-third (1/3) of the dietary reference intake (DRI), meet the requirements of the most recent Dietary Guidelines for Americans, and have been approved every 3 years or at each bid cycle (whichever is the less duration) by a Kentucky dietitian or certified nutritionist. This includes emergency and shelf-stable meals.

2) Ensure Title IIIC meal participants have the opportunity for an option to choose a milk/calcium – rich food item for consumption with their meal. This can be skim milk, 1% milk, 2% milk, 1% chocolate milk, calcium fortified orange juice, strawberry yogurt, strawberry banana yogurt or vanilla yogurt.

3) Employ a site director on a paid or volunteer basis who is responsible for activities at the site. OAA Title III-C1 funds may pay a maximum of five (5) hours per day of the site director's time.

f) Additional Requirements for Title III-C1 Congregate Meals

1) Provide one (1) hot or nontraditional congregate meal per day, five (5) or more days per week, within each county (except in a rural area where such frequency is not feasible and less frequency is approved in writing by BGAAAIL).

A) All exception requests must be approved by BGAAAIL before the Contractor can serve congregate meals less than five (5) days per week in a rural area.

2) Perform nutrition screening using questions required by DAIL at intake and at least annually thereafter.

a. The score assigned to each question and the total score shall be recorded in state reporting system.

3. Implement a plan for nutrition education that shall include a minimum of one (1) session each month. Information provided should be derived from a reputable, professional source.

g) Additional Requirements for Title III-C2 Home Delivered Meals

1) Administer Title III-C2 Home Delivered Meals in accordance with the OAA, 910 KAR 1:190 and the provisions of this contract.

2) Provide one (1) hot or nontraditional home delivered meal per day, five (5) or more days per week.

3) Perform nutrition screening using questions required by DAIL at intake and at least annually thereafter.

A) The score assigned to each question and the total score shall be recorded in state reporting system.

4) Implement a plan for nutrition education that shall include a minimum of one (1) session each month. Information provided should be derived from a reputable, professional source.

5) Ensure clients meet eligibility as outlined in 910 KAR 1:190 Section 2(3), Eligibility and document how participants of home delivered meals meet eligibility:

A) unable to attend a congregate site because of illness or an incapacitating disability and

B) there is no one in the home able to prepare a nutritious meal on a regular basis.

6) Provide documentation of approval for provision of non-traditional meals.

A) Include documentation of contact with participants who receive non-traditional meal delivery less than once a week.

B) Complete and retain non-traditional meal assessments on all Home Delivered Meal clients receiving non-traditional meals and record the following items in the participant's record:

(i) The need for further nutrition and/or malnutrition risk intervention as determined by a score of six (6) or greater and malnutrition risk score of 2.

(ii) Intervention provided based on score.

(iii) Follow up on previous interventions.

h) Additional Requirements for III-D Disease Prevention and Health Promotion **(Title IIIB Providers Only)**

1) Administer Title III-D Disease Prevention and Health Promotion services and information that are evidence-based at senior centers, at congregate meal sites, or through home delivered meals programs, or other appropriate sites in accordance to section 361 of the OAA, any policies and procedures required of the chosen program, and the provisions of this contract.

2) Ensure Title III-D funds are only utilized for programs that have been, through rigorous evaluation, demonstrated to be evidence-based and effective according to the definitions of the ACL and approved by BGAAAIL.

3) BGAAAIL reserves the right to limit the programs available for selection to more efficiently utilize financial resources and improve the health outcomes across the Region.

4) All programs utilizing Title III-D funding must be pre-approved by BGAAAIL. Contact Sarah Eldridge at seldridge@bgadd.org for program approval.

5) Contractor must provide a minimum of two (2) BGAAAIL approved evidence-based intervention in each Senior Center per fiscal year.

6) Each Title IIIB Provider must engage with local health departments to promote smoking cessation among older adults.

i) Additional Requirements for Title III-E National Family Caregiver Support Program

(Title IIIE Provider Only)

1) Participate in conference calls and attend BGAAAIL meetings or trainings as scheduled and requested by BGAAAIL.

2.09-Monitoring Requirements

The ADD shall monitor and evaluate the performance of activities under of all programs in accordance with this Contract, (45 CFR 1321.11), 910 KAR 1:220, 910 KAR 1:210, 910 KAR 1:180 and all other federal and state laws, regulations, and licensure requirements.

a) Contractor shall ensure that client eligibility has been determined, according to each program regulation, prior to the provision of services and entered into state reporting system and STARS prior to service implementation.

b) Contractor shall respond to BGAAAIL monitoring reports by submission of and compliance with a corrective action plan based on monitoring results.

c) Provide training and technical assistance regarding corrective action plans as needed.

2.10-Related Documents and Materials Incorporated by Reference

KRS Chapter 13B Administrative Hearings KRS 45A Kentucky Model Procurement Code

KRS 116.048 Voter registration agencies

KRS 147A.115 Annual reports of receipt and expenditure of state and federal funding

KRS 205.211 Secretary to correct any underpayment or overpayment of public assistance benefits KRS 209.030 Reports of adult abuse, neglect, or exploitation

200 KAR 2:006 Employees' reimbursement for travel

KRS 216.541 Willful interference with representatives of Office of the Long-Term-Care Ombudsman prohibited - Retaliation against complainant prohibited - Penalty - Liability insurance for representatives of the ombudsman program.

KRS 216.710 Personal services agencies

200 KAR 2:006 Employees' reimbursement for travel

910 KAR 1:140 Appeal Procedures

910 KAR 1:170 Older Americans Act Supportive Services for the Elderly

910 KAR 1:180 Homecare program for the elderly

910 KAR 1:190 Nutrition program for older persons

910 KAR 1:210 Kentucky Long-term Care Ombudsman Program

910 KAR 1:220 General administration, programs for older individuals and persons with disabilities

2020 Reauthorization of the Older Americans Act

2.11 - Equipment and Property

The Vendor shall not purchase equipment or property with contract funds, unless and except as specifically authorized under the scope of work and specifications of this Contract.

If equipment and property purchases are specifically allowed by the Scope of Work the following shall apply:

A. Requirement of Inventory

1. Inventory Tracking

   The Vendor shall conduct a complete, physical inventory of all equipment and/or furniture purchased with funds from this contract and provides such upon monitoring annually. If missing, Said items shall be submitted to the contract specialist identified on the title page as well as acknowledgement that the item was located or missing, and where applicable the steps taken to locate the item and/or report such to the police. If an item is/has been transferred to another location or there is a custodian change, a CHFS-117 form is to be immediately completed and routed to the BGAAAIL Director.

2. Loss/Destruction

   The Vendor shall immediately notify the BGAAAIL if an item purchased with funds through this Contract is damaged, missing, or stolen. In compliance with KRS 45.313, the Vendor shall forward in writing to BGAAAIL the item description and corresponding property tag number with

a written explanation of how the item was damaged, missing, and a police report if the item was stolen.

3. Surplus

All Region owned property and supplies no longer needed, may be declared surplus and disposed of upon prior approval from the BGAAAIL. Upon identification of items to be surplused or returned, the Vendor shall complete a B-217 and mail it to the BGAAAIL Director within thirty (30) calendar days when any of the following occurs:

a. The equipment or furniture is no longer needed by the Vendor and is available for surplus;

b. The contract is terminated; or

c. The contract period ends and will not be renewed.

Upon receipt of the B-217, the Agency's property officer shall review the fixed asset information and advise if the disposal method requested is approved. If the item(s) were purchased by federal funds, any funds received from the sale of the equipment having an acquisition cost of $5,000 or more, must be credited against the appropriate federal grant.

As soon as possible, but no later than five (5) business days of terminating this contract for any reason, the Vendor shall deliver to BGAAAO: a complete and current inventory, including the information referenced in Section 9.48, of any and all of the Agency's equipment and furniture in its possession, custody, or control. Within thirty (30) business days of the contract expiration/termination date, the Vendor shall return or make available any equipment and/or furniture.

If needed, both the CHFS 117 and 217 forms can be obtained by contacting Sole Point of Contact listed on the Title Page.

SECTION 3-PRICING/INVOICING

a) Payments by BGADD to the Contractor shall be conditioned upon:

1) receipt of appropriate, accurate, and actual invoices along with backup documentation including source documentation,

2) receipt of invoices by the 8th day of the month following month of service,

3) continued satisfactory performance, as determined by BGAAAIL, and

4) the availability and allocation of local agency or governmental funds, or state or federal funds necessary to finance the performance of the services described in this Contract.

5) Payment by BGADD to the Contractor shall be made only after approval and full execution of this Contract.

6) Reimbursement of actual allowable expenditures shall be made in accordance with the approved budget and only after the BGADD Financial Officer or their designee has approved the invoice. Payment shall be made upon receipt of funds from CHFS/DAIL to BGADD.

b) Pursuant to KRS 205.211, the CHFS Cabinet Secretary has the authority to correct any underpayment or overpayment of public assistance benefits.

c) Requirements for Invoices

Invoices may be submitted between the sixth (6th) and eighth (8th) day of each month following the month of service to BGADD by the Contractor.

Invoices must be submitted in accordance with Section 3.00 A – Payment and at a minimum include:

A) Vendor's name and address.

B) Program that invoice(s) are using for funding.

C) Clearly list dates of service (from and to) in stated format example: January 1, 2025 to January 31, 2025.

D) The dates covered by the invoice must be between the first day of the month and the last day of the month. Invoices cannot cover part of a different month. For example, April's invoice would be April 1 through April 30, not April 1 through May 19.

E) Total amount due for the current billing cycle.

F) Cumulative total for all invoices to date.

If invoices are not received by the 8th, no approval or payment will take place until the following month's submission of invoices. In this event, individual monthly invoices are required and will not be accepted in a combined amount on a single invoice.

If notification of incorrect invoices is received, the Contractor will have one (1) business day to respond.

If invoices are not correct in totality (financial and programmatic) within one (1) business day, payments will not be made until the following month with the submission of that month's invoice.

The above policies exclude the procedures for the month of June.

A) June invoices shall be due to BGADD in compliance with the Commonwealth's fiscal year close out procedure.

B) A closing memo will be issued to the Contractor upon notification to BGADD by DAIL providing the timeline that must be adhered to for the June invoicing schedule.

All services billed must be documented as required in state reporting system and/or other program-specific systems. **Required data on invoices or invoice backup forms must match data recorded in state reporting system**.

Invoices for payment shall be submitted electronically to the BGADD Aging Accounting Specialist.

Payment shall be conditioned upon receipt of appropriate, accurate, and acceptable invoices submitted in a timely manner.

The Contractor shall submit monthly invoices. The invoice must include at a minimum:

1. Vendor's name and address.

2. Program that invoice(s) are using for funding.

3. Clearly list dates of service (from and to).

Example

Monthly Invoice: Dates of Service from: July 1, 20XX to: July 31, 20XX

4. Date of Invoice (date invoice is prepared). July's invoice should be prepared no later than August 15, 20XX.

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.

d)--BGADD shall recoup any funds it determines are unallowable, excessive, and unreasonable. All costs must follow the guidelines set forth below:

e) Payment will be made to Contractor via electronic banking transaction upon BGADD receiving payment from CHFS/DAIL.

SECTION 4-BGADD GENERAL TERMS AND CONDITIONS

4.00-Memorandum of Agreement Standard Terms and Conditions

4.00.01-Contract Components and Order of Precedence

The BGADD's acceptance of the Contractor's offer indicated by the issuance of a Contract Award by the BGADD and approved by the BGADD Executive Board 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.

In the event of any conflict between or among the provisions contained in the Contract, the order of precedence shall be as enumerated above.

4.00.02-Term of Contract

The term of the Contract is to be for the period of July 1, 2024 through June 30, 2025

The Terms and Conditions of this Contract may be extended or amended according to the provisions of KRS Chapter 45A.

4.00.03-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 BGADD, and incorporated as a written amendment by the BGADD/AAAIL prior to the effective date of such modification or change. Modification shall be subject to prior approval from the Bluegrass Aging Advisory Council, or this authorized designee, and the BGADD Executive Board. 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 Contract Specialist identified on page 1 for consideration and decision.

4.00.04-LRC Policies

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage and would impact any contract established under KRS 45A.690 - 45A.725, where applicable.

A link to the LRC webpage is as follows:

See: https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html

4.00.05-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 BGADD 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.

4.00.06-Authorized to do Business in Kentucky

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.

If a foreign entity, 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.

4.00.07-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. 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. Foreign entity is defined within KRS 14A.1-070.

4.00.08-Payment

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by BGADD. The invoice must conform to the method described in Section 2.06 and 3-Payment and Invoicing Requirements of this Contract.

4.01-General Provisions

4.01.01-Headings

The section headings in this Contract are for reference and convenience only and shall not have any effect on the construction or legal effect of this Contract.

4.01.02-Assignment

This Contract shall be binding upon and inure to the benefit of the respective legal successors of the Parties. However, neither this Contract nor any rights or obligations hereunder may be assigned, in whole or in part, without the prior written consent of CHFS, and BGADD Executive Board.

4.01.03-No Required Use of Contract

This Contract does not guarantee any minimum use of services. The BGADD/AAAIL 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 BGADD/AAAIL 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 BGADD/AAAIL employees. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by BGADD/AAAIL employees.

4.01.04-Severability

It is understood and agreed by the Parties that if any part, term, or provision of this Contract is held by the courts to be illegal or in conflict with any law of the Commonwealth of Kentucky or of the United States of America, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid, if the remainder of the Contract is capable of performance.

4.01.05-Indemnification

The Contractor shall indemnify and hold harmless BGADD and its agents, representatives, officers, directors, employees, insurers, successors, and assigns from and against any and all expenses, costs (including attorneys' fees), causes of action, liability, loss and/or damages suffered or incurred by it or any of them, that results from or arises out of (a) this Contract; (b) any and all acts of the Contractor and or its Subcontractor(s); (c) the policies and procedures of the Contractor, specifically including all Contractor employment practices employed by Contractor during the term of this or any prior Contract with BGADD; (d) any dishonest, fraudulent, criminal, or negligent or unauthorized acts or errors or omissions which are committed by Contractor or any of Contractor's employees or agents or Subcontractors; (e) the publication translation, reproduction, delivery, performance, use or disposition of any data produced by BGADD in an unauthorized manner, provided that such action was not taken by Contractor or as a result of the express written request of CHFS; or (f) Contractor's failure to comply with any applicable state or federal laws or regulations.

4.01.06-Sovereign Immunity

The Parties expressly agree that no provision of this Contract constitutes a waiver by BGADD or the Commonwealth of Kentucky of any immunities from suit or from liability that BGADD or the Commonwealth of Kentucky may have by operation of law.

4.01.07-Force Majeure

Events or conditions beyond the reasonable control of the Parties shall not be construed as non-performance, nor shall reductions be applied as a result of such events. Events or conditions beyond the Party's reasonable control include, but are not limited to, natural or man-made disasters, weather events, transportation crashes, labor strike or shortage, war, riot or other civil unrest, or state or national declared emergency, including a pandemic, or public utility failures. However, BGADD retains the right to obtain the necessary services elsewhere in the event of such non-performance by the Contractor. In this event, the Parties shall negotiate in good faith any appropriate offset to the compensation payable under this Contract. The Contractor shall cooperate and shall require that any Subcontractor cooperate with BGADD in such event. The existence of such causes of delay or failure will extend the period of performance in the exercise of reasonable diligence until after the causes of delay or failure have been removed. Each Party must inform the other, orally or in writing, as soon as possible of the existence of a force majeure event. In order to preserve this right as a defense each Party must inform the other in writing, with confirmation of receipt, within twenty (20) business days of the existence of a force majeure event or otherwise waive this right as a defense to a claim by the other Party of non-performance.

4.01.08-Maintenance of Insurance

During the term of this Contract, The Contractor shall maintain and shall require any Subcontractor to maintain their directors and officers liability insurance, Workers' Compensation insurance, employer liability insurance, and such other liability insurance as reasonably necessary in The Contractor's business judgment to provide adequate coverage against losses and liabilities attributable to the respective acts or omissions of The Contractor and the Subcontractor(s) in the performance of this Contract. The Contractor shall provide or cause to be provided and shall require any Subcontractor to provide or cause to be provided evidence of such coverage upon request.

To the extent that The Contractor and any Subcontractor are not self-insured, each shall, in any event, name BGADD as an additional insured on any policy of coverage, with the exception of the Workers' Compensation and any reinsurance. The Contractor and any Subcontractor shall notify BGADD of the evidence of insurance coverage within five (5) business days of coverage. Notice shall be sent in writing to BGADD.

BGADD shall not be responsible for any premiums or assessments on the policy or policies held by The Contractor or any Subcontractor under this Contract. BGADD may, at its sole option, pay one or more premiums, if it decides that to do so would be in the best interest of the Program. Should BGADD exercise this option, it shall be fully reimbursed by The Contractor, either by The Contractor directly or by an offset against future payments.

The Certificate of Insurance for any policy other than self-insurance or any reinsurance must require that the insurer shall not cancel the coverage without thirty (30) days prior written notice to BGADD.

The Contractor shall notify BGADD within five (5) business days of any cancellation or interruption of The Contractor or Subcontractor's insurance coverage. BGADD shall require in any subcontracts that the Subcontractor provide such notice within five (5) business days to The Contractor and BGADD. The Contractor shall assure and require that any Subcontractor assure that insurance is in effect at all times during the life of this Contract. If their respective insurance coverage expires at any time during the term of this Contract, The Contractor and any Subcontractor shall provide at least thirty (30) calendar

days prior to the expiration date, to the extent possible, a new Certificate of Insurance evidencing coverage as provided herein for not less than the remainder of the term of this Contract.

4.01.09-Licensure, Certification, and Registration

The Contractor shall:

1. Ensure that all appropriate licenses, registrations, and/or certifications necessary for performance under this contract are in good standing and maintained at all times; readily accessible; and available for production upon request.

4.01.10-Permits, Licenses, Taxes, and Laws

The Contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments in which work under this Contract is performed.

To the extent required by law, The Contractor shall pay any sales, use, personal property and income taxes related to this Contract. Any other taxes levied upon this Contract, shall be borne by the Contractor.

Contractor shall be responsible for all applicable Federal (including FICA), State and Local tax withholdings.

4.01.11-Legal Proceedings

Except as specifically disclosed in writing to BGADD by The Contractor, prior to the date of this Contract, The Contractor certifies there are no suits, investigations, or other proceedings pending or threatened against The Contractor or any Subcontractor that would have a material effect on The Contractor's ability to perform under this Contract, or on Subcontractors ability to perform under their respective subcontracts, if applicable. Further, The Contractor shall notify BGADD within one (1) business day, and in writing within three (3) business days, of any suits, investigations, or other proceedings involving the Contractor related to this Contract. The Contractor shall send written notice to the BGADD/AAAIL Contract Designee.

4.01.12-No Grant of Employment or Agency

Nothing in this Contract shall be construed, in any way, as granting to any individual providing services under the Contract any of the claims, privileges, or rights established or recognized under KRS Chapter 18A or KAR Title 101.

At no point shall any individual providing services under this Contract be considered a full-time or part-time employee of BGADD, for any purpose, including but not limited to unemployment, taxes, withholding, health insurance, liability, retirement, Workers' Compensation, vacation, sick or other leave, the Family Medical Leave Act, accrued benefits, evaluations, or any other purpose. At all times, any such individual shall be considered and deemed to be an employee, volunteer, or independent contractor of the Contractor shall be a third-party beneficiary of this Contract or an agent or an employee of the BGADD.

4.01.13-Discrimination Prohibited

During this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment or any individual requesting or receiving services from Contractor based on race, religion, color, national origin, sex, disability, age, political beliefs, veteran's status, national origin, or any protected class identified in federal, state or local laws. The Contractor will not retaliate for prior civil rights activity. The Contractor agrees to comply with , as applicable, the Kentucky Civil Rights Act, the Americans with Disabilities Act of 1990 as Amended (ADA), Section 1557 of the Patient Protection and Affordable Care Act, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as applicable, and all other applicable federal, state and local regulations relating to prohibiting discrimination.

2. The Contractor agrees to post in conspicuous places, available to program or service applicants or recipients, notices setting forth the provisions of this non-discrimination clause.

3. In all program or service solicitations or advertisements placed by or on behalf the Contractor will state that they will not discriminate against anyone applying for or receiving assistance or services based on race, religion, color, national origin, sex, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity, or any other protected class identified in federal, state, or local laws.

4. 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 cancelled, terminated or suspended in whole or in part, and such other sanctions that may be imposed and remedies invoked as provided in or as otherwise provided by law.

5. In compliance with the prohibition against Disability discrimination and in compliance with the implementing guidance for the Americans with Disabilities Act issued by the Department of Justice, the Contractor agrees to provide, free of charge, appropriate accommodations for applicants or recipients with disabilities, including auxiliary aids and services for persons with disabilities who require alternative means of communication.

6. In compliance with the prohibition against National Origin discrimination and, by extension discrimination based on Limited English Proficiency (LEP), the Contractor agrees to provide meaningful language assistance measures free of charge to program or service applicants or recipients with Limited English Proficiency. The language services shall:

A. Be consistent with the general guidance document issued by the Department of Justice, which sets forth the compliance standards recipients of federal financial assistance must follow to ensure that LEP persons have meaningful access to the program's services and activities;

B. Have a method of identifying LEP individuals; and

C. Provide language assistance measures (e.g., oral interpretation and written translation services; training of staff; note to LEP persons of availability of language access assistance; monitoring compliance, etc.).

4.01.14-Staffing

Any individual providing services under this Contract must not be included on any formal registry or listing that is required by law and which relates to abuse, neglect, sexual offenses, or other inappropriate practices or which, in any way, prohibits their employment for or performance of the services required herein, including but not limited to the nurse aid abuse registry and the Child Abuse Prevention and Treatment Act registry. In the event of any such listing or registration, the Contractor shall immediately notify BGADD/AAAIL.

Any individual providing services under this Contract must not be prohibited or debarred from providing services or participating in any state or federal governmental program, including but not limited to the Medicare and Medicaid programs. In the event of any such prohibition or debarment, the Contractor shall immediately notify BGADD/AAAIL.

4.02-Contract Performance

4.02.01-Service Delivery Requirements

All services provided by the Contractor shall be in accordance with all applicable federal and state statutes and regulations.

4.02.02-Total Amount of Funds and Budget Revisions

BGADD shall have the right to recoup the amount of any overpayment, regardless of the reason for the overpayment. Any reconciliation or settlement of fund balances contained in the Summary Line Item Section of this Contract shall be negotiated between BGADD and the Contractor and determined as soon as feasible before the end of the scope of work as set forth under the Contract.

The Contractor shall not request a budget revision within the last sixty (60) days of the contract period.

4.02.03-Subcontractors

Unless otherwise provided for in this contract, the Contractor shall make no subcontract with any other party for furnishing any of the work or services herein contracted without written consent of the BGADD. This provision shall not require the approval of contracts of employment between the Contractor and personnel assigned for services thereunder. The Contractor shall be solely responsible for performance of the entire Contract whether or not subcontractors are used.

4.02.03.01-Responsibility for Subcontractor Contract Requirements

All references to the Contractor shall be construed to encompass both the Contractor and any Subcontractors of the Contractor. The Contractor's contract with any Subcontractor related to this Contract shall specify that all requirements of this Contract are applicable and binding on the Subcontractor. If requested, the Subcontractor must make available to the Contractor and BGADD, copies of personnel records and documentation of employees' compliance with this Contract.

Prime Contractor is responsible for carrying out the Affirmative Action Steps outlined in 2 CFR Part 200.321 when selecting subcontractors.

4.02.03.02-Subcontractor Monitoring Requirements

The Contractor shall monitor Subcontractors for compliance with this Contract and the specific provisions of the Contractor's contract with the Subcontractor.

4.02.04-Indirect Cost

Except as otherwise authorized by this Contract, no indirect costs shall be reimbursed.

4.02.05-Financial Record Retention

The Contractor agrees to maintain all records pertaining to this Contract for a period of not less than three (3) years after all matters pertaining to this Contract (e.g., audit, settlement of audit exceptions, disputes, etc.) are resolved in accordance with applicable federal and/or state laws, regulations, and policies (except as may otherwise be specified in this Contract).

4.02.06-Confidential Information

The Contractor shall comply with the state and federal rules law governing access to and use of information and data provided by BGADD/AAAIL or collected by the Contractor. The Contractor will use such information or data only for those purposes expressly authorized in this Contract. The Contractor will keep all confidential information and data confidential. The Contractor shall have an appropriate agreement or policy with its employees to that effect. Any dissemination of information about projects funded and the scope of work described in the terms and conditions of this Contract, must be fully documented and reviewed by the BGADD's project manager before any representation, electronic or otherwise, of projects, their funding sources, use of data, or data analyses may be posted to a web page or otherwise published.

Any dissemination of information about projects funded and the scope of work on this Contract must be fully documented and reviewed by the BGADD's project manager before any representation of projects, their funding sources, use of data, or data analysis may be posted to a web page or otherwise published.

BGADD, the Cabinet, the Office of the Attorney General, the Office of the Auditor of Public Accounts, or any representative of a government funding agency authorized to review records for audit or investigation purposes shall have unrestricted access on demand to the Contractor's policies and procedures for compliance with these confidentiality requirements, the confidentiality agreements with its personnel, and subcontractor confidentiality assurances.

The foregoing will not apply to:

1. Information that the BGADD/AAAIL has released in writing from being maintained in confidence;

2. Information that at the time of disclosure is in the public domain by having been printed and published and available to the public in libraries or other public places where such data is usually collected; or

3. Information that, after disclosure, becomes part of the public domain as defined above, through no act of the Contractor; or

4. Information required to be disclosed by law.

The Contractor shall have an appropriate agreement with its Subcontractors extending these

confidentiality requirements to all Subcontractors' employees.

4.02.07-HIPAA Confidentiality Compliance

The Contractor agrees to abide by the "HIPAA Privacy Rule," 45 CFR Parts 160 and 164 established under the Health Insurance Portability and Accountability Act, Public Law 104-191 (42 USC 1320d).

4.02.08-Response/Compliance with Audit Findings

The Contractor shall comply with and shall ensure any Subcontractor complies with any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle relating to this contract. The Contractor will provide BGADD, for BGADDs' approval, a Corrective Action Plan that addresses deficiencies identified in any audit(s), review(s), or inspection(s) within thirty (30) calendar days of the close of the audit(s), review(s), or inspection(s). The Contractor shall bear the expense of compliance with any noncompliance finding that impacts or is related to the Contractor's work under this Contract. Noncompliance may also result in penalties.

4.02.09-Research Project Approval and Institutional Review Board Requirements

If applicable, any proposed research project under under this Contract shall follow the procedures and protocols in 920 KAR 1:060 which provides for the Cabinet's review of research projects supported or funded in whole or in part through CHFS. If the proposed research project involves human subjects, it shall comply with federal regulations 45 CFR 46 and the requirements of the Cabinet's Institutional Review Board for the Protection of Human Subjects (IRB). The project manager assigned by CHFS will provide all documentation and protocols for review and approval by the CHFS IRB. No research may begin until the IRB approves the project.

4.02.10-Performance-Based Penalties

Upon a determination of failure to perform services outlined in Section 2-Scope of Services, the BGADD may issue penalties up to five percent (5%) of the total amount of contract for each instance of non-performance.

If the BGADD elects not to exercise any of the penalty clauses herein in a particular instance, this decision shall not be construed as a waiver of the BGADD's right to pursue the future assessment of any performance standard requirement and associated penalties. In addition, a Corrective Action Plan may be issued as outlined in item 1.B. below.

The BGADD/AAAIL will work with the Contractor to resolve performance issues at all times.

1. Requirement of Corrective Action:

    A. Letter of Concern

    Should the BGADD determine that the Contractor or any Subcontractor is in violation of any requirement of this Contract, the BGADD shall notify the Contractor of the deficiency through a "Letter of Concern." The Contractor shall contact the BGAAAIL's representative designated by the BGADD within two (2) business days of receipt of the Letter of Concern and shall indicate how such concern is unfounded or how it will be addressed. If the Contractor fails to timely contact the designated representative regarding a Letter of Concern, the BGADD shall proceed to the additional enforcement contained in this Contract.

B. Corrective Action Plan

Should the BGADD determine that the Contractor or any Subcontractor is not in substantial compliance with any material provision of this Contract, they shall issue a written deficiency notice and require a corrective action plan be filed by the Contractor within ten (10) business days following the date of the notice.

A corrective action plan shall delineate the time and manner in which each deficiency is to be corrected. The plan shall be subject to approval by BGADD/AAAIL or the BGADD Executive Board, which may accept the plan as submitted, may accept the plan with specified modifications, or may reject the plan within ten (10) business days of receipt. BGADD may reduce the time allowed for corrective action depending upon the nature of the deficiency.

C. Failure to Respond to Letter of Concern or Corrective Action Plan Notice

Failure of the Contractor to respond to a Letter of Concern within two (2) business days of receipt of the Letter of Concern may result in the delay or suspension of pay until all conditions of the contract are met.

D. Request for Extension

Upon request, BGADD may extend the time allowed for both a response to the Letter of Concern and a Corrective Action Plan depending upon the nature of the deficiency. The Contractor shall request an extension of time in writing from the representative designated in the Letter of Concern or the written deficiency notice. The written request shall contain a justification and proposed extension period.

2. Failure to Correct any identified deficiency may result in cancellation of this contract.

3. Upon timely resolution of all performance-based issues outlined in the Corrective Action Plan, and if BGADD chose to withhold up to 5% of total amount of the contract, Contractor shall receive reimbursement of those funds.

4.02.11-Performance and Evaluation

BGADD may complete a Performance Evaluation (PE) once a year to document contract performance. PE documents will be maintained by BGADD. Performance documented by PE may be considered when making future awards. To obtain a copy of the PE documents completed for this Contract, contact the Contract Specialist identified on page 1.

4.02.12-Provisions for Termination

The Contract shall be subject to the termination provisions set forth in 200 KAR 5:312. This Contract may be terminated:

- If the Contractor is in default of its contractual obligations, after the BGADD has provided the Second Party written notice of the identified deficiencies and a specified time to cure; For convenience of the BGADD by providing the Contractor thirty (30) calendar days written notice of termination;
- Immediately for cause;
- Upon less than thirty (30) calendar days notice to the Contractor, upon written determination of the BGADD, or his designee, for convenience of the Bluegrass Service Area.

All termination notices shall be sent certified mail, return receipt requested and in accordance with 200 KAR 5:312.

4.02.13-Business Continuity, Disaster Recovery, and Information Security Requirements

The Contractor shall maintain and implement a Business Continuity Plan, Disaster Recovery Plan, and Information Security Plan, which shall detail the steps The Contractor will take in the event of an outage or failure of either The Contractor's or BGADD's data or communication or technical support system. Such plans shall enable The Contractor to continue to meet all contractual requirements of BGADD. The Contractor shall provide a copy of its plans upon request. All costs associated with activating and sustaining execution all plans shall be borne by the Contractor.

4.02.14-Protection of Personal Information Security and Breach Investigation Procedures and Practices Act

When applicable, contractors that receive Personal Information, as defined by KRS 61.931, shall secure and protect the Personal Information by complying with all applicable requirements of the Personal Information Security and Breach Requirements contained in KRS 61.931-KRS 61.934. 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 and that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology:

See:

http://technology.ky.gov/ociso/Pages/InformationSecurityPolicies.StandardandProcedures.aspx

The Contractor shall comply with all applicable notification provisions in KRS 61.932 and KRS 61.933. The Contractor agrees to undertake a prompt and reasonable investigation of any security breach, as defined in KRS 61.931, as required by KRS 61.933. Upon conclusion of an investigation of a security breach of Personal Information, the Contractor agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach. The Contractor agrees that the BGADD may withhold payment(s) owed to the Contractor for any violation of the requirements contained in KRS 61.931-KRS 61.934. The Contractor agrees to cooperate with the BGADD in complying with any response, mitigation, correction, investigation, and notification requirements of the Act.4.03-Breach and Contract Termination.

4.03-Breach and Contract Termination

4.03.01-Remedies for Breach

In the event of breach of contract by the Contractor, BGADD may pursue any remedy available to it under this Contract, KRS Chapter 45A, or by law. The remedies may be invoked without regard to the existence of any other available remedy and may include the enforcement of any holdback provision or payment of any specified liquidated damages.

4.03.02-Transition/Turnover

In the event of non-renewal or termination, upon receipt of required notice of non-renewal or termination, the Contractor shall provide any turnover assistance reasonably necessary to enable BGADD or its designee to effectively close out the Contract and move the work to another Contractor or to perform the work by itself.

The Contractor shall:

1. Provide detailed transition documents at no additional cost to BGADD.

2. Be responsible for the orderly transition of work and the accuracy of data in coordination with the new Contractor.

3. Within ten (10) calendar days after written notification by BGADD of the initiation of transition, provide a detailed Transition Document. Upon receipt of the detailed Transition Document by BGDD, BGADD shall review the document and within fourteen (14) calendar days provide written instructions to The Contractor as to the packaging, documentation, delivery location, and delivery date of all records, as needed to provide orderly transition. If BGADD determines upon review that the Transition Document is missing necessary information, BGADD shall provide The Contractor written instructions as to the information that is still needed, and The Contractor shall amend the Transition Document to include the necessary information.

4. Deliver a complete accounting and report as of the date of termination about the status of services. This report shall be provided to BGADD within twenty-one (21) days of the effective date of termination.

5. Transfer all documents and records pertaining to this Contract in its possession within twenty-one (21) days of the effective date of termination. All documents shall be in a BGADD-approved format.

6. Provide reasonable and appropriate assistance to BGADD and its designee(s) regarding the contents of such documents and records, and shall provide reasonable and appropriate reference materials, including data models and file documentation. This assistance shall be provided to the BGADD within twenty (20) days of the effective date of termination.

7. Pay any and all additional costs incurred by BGADD that are the result of The Contractor's failure to provide the requested records, documents, data or materials within the time frames agreed to in the Transition Document.

4.04-Miscellaneous Provisions

4.04.01-Advertising Award Prohibition

The Contractor shall not refer to the Award of Contract in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the Bluegrass ADD/AAAI.

4.04.02-Bankruptcy

In the event the Contractor becomes a debtor in a case pending under the Federal Bankruptcy Code, the BGADD's right to terminate this Contract may be subject to the rights of a trustee or a debtor-in-possession in bankruptcy to assume or assign this Contract. The trustee shall not have the right to assume or assign this Contract unless the trustee:

1. Promptly cures all defaults under this Contract;

2. Promptly compensates the BGADD for the monetary damages incurred as a result of such default; and

3. Provides adequate assurance of future performance, as determined by the BGADD.

4.04.03-Code of Ethics

The Contractor and all personnel who may provide services under this Contract or any subcontract with the Contractor shall abide by any applicable code of ethics or conduct. Failure of the Contractor to abide by the applicable code of ethics may result in the immediate termination of the contract.

4.04.04-Notices and Pamphlets

All notices, employment, advertisements, information pamphlets, research reports, and similar public notices prepared and released by the Contractor, pursuant to this Contract, shall include a statement identifying the appropriate source of funds, for the project or service, including but not limited to, identifying whether the funding is in whole or in part from federal, CHFS, or other state funds.

4.04.05-Scientific Misconduct

If applicable the Contractor shall set out a procedure for the inquiry, investigation, appeal, and disposition of complaints alleging misconduct in activities involving any and all research projects funded, in whole or in part, with federal funds included in this Contract, and as authorized under the Public Health Services research grants. Such policies and procedures shall be in accordance with the provisions of 42 CFR Part 93, and shall be made available, upon request, to BGADD and CHFS. The Contractor shall immediately report to BGADD of any activity reported to The Contractor under this section.

4.04.06-Intellectual Property

Any formulae, methodology, or other reports and compilations of data provided by the BGADD to the Contractor to meet the terms and conditions of this Contract shall be the exclusive property of BGADD. Any other use of these materials must be reviewed and approved in advance by BGADD. Any intellectual property owned by the Contractor prior to this Contract shall remain the exclusive property of the Contractor.

Any formulae, methodology, other reports, or compilations of data prepared or produced by the Contractor pursuant to this Contract shall, upon request, be made available for use by BGADD without charge. The BGADD reserves a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use the formulae, methodology, or other reports and compilations of data prepared or produced under this Contract.

4.04.07-Business Associate Agreement

A Business Associate Agreement has been determined to be unnecessary for this Agreement.

SECTION 5-FEDERAL REQUIREMENTS

If federal funds are utilized, the Contractor is responsible for complying with all provisions of 2 CFR Part 200, Appendix II.

5.00-Certain Provisions Contained Within 2 CFR, Part 200, Appendix II

5.00.01-Clean Air Act and Federal Water Pollution Control Act

The Contractor and Subcontractors shall agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the HHS and the appropriate Regional Office of the Environmental Protection Agency.

5.00.02-Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Lower Tier Covered Transactions

In accordance with Federal Acquisition Regulation 52.209-5 and 2 CFR 180.300, 2 CFR 200.318, 2 CFR 200.303, and FAP 111-59-00, the Contractor certifies by signing the Contract, that to the best of its knowledge and belief, the Contractor and/or its Principals is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency. If debarred during the life of the contract, the Contractor shall notify the BGADD buyer of record within seventy-two (72) hours of the federal debarment. For this certification, “Principals,” means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

5.00.03-Certification of Lobbying Activities

The Contractor shall disclose any lobbying activities in accordance with Section 1352, Title 31, U.S. Code. The Contractor 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. 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 $10,000.00 and not more than $100,000.00 for each such failure.

5.00.04-Equipment

For reimbursement type contracts, the Contractor shall not purchase equipment or property with contract funds, unless and except as specifically authorized under the scope of work and specifications of this Contract.

Equipment and property reimbursed by BGADD for the purposes of fulfilling the requirements of this Contract, requires prior approval by the BGADD and CHFS before the federal government will allow the costs in accordance with 2 CFR, Part 200.

5.00.05-Telecommunications and Video Surveillance Services or Equipment

In accordance with 2 CFR: 200.216, Contractos and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;
(2) Extend or renew a contract to procure or obtain; or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

I. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities)
II. Telecommunications or video surveillance services provided by such entities or using such equipment.
III. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigaion, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

5.00.06-Domestic Preferences for Procurements

In accordance with 2 CFR: 200.322(a):

a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
b) For purposes of this section:
    1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
    2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregate such as concrete; glass, including optical fiber; and lumber.

5.00.07-Procurement of Recovered Materials

In accordance with 2 CFR: 200.323:

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 CFR part 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 int the EPA guidelines.

5.01-Subrecipient Provisions

This Contract has been identified as a subrecipient agreement. The Contractor (subrecipient) and all lower tier subrecipients shall comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), and the federal funding agency implementing regulations.

Federal agency implementing regulations for the Uniform Guidance are as follows:

2 CFR Part 300, Department of Health and Human Services

2 CFR Part 400, Department of Agriculture

2 CFR Part 802, Department of Veterans Affairs

2 CFR Part 910, Department of Energy

2 CFR Part 1500, Environmental Protection Agency

2 CFR Part 2205, Corporation for National and Community Service

2 CFR Part 2400, Department of Housing and Urban Development

2 CFR Part 2800, Department of Justice

2 CFR Part 2900, Department of Labor

2 CFR Part 3474, Department of Education

Unless otherwise indicated by this Agreement, this sub-award does not include Research and Development.

The Contractor (sub-recipient) and all lower tier sub-recipients shall adhere to all the requirements of the federally approved grant application, Notice(s) of Grant Award and Terms and Conditions. The Contractor shall be fully liable for federal refund of any deficiencies identified in audit, state or federal review.

5.01.01-Federal Funding Accountability and Transparency Act Compliance

In accordance with 2 CFR, Part 170, the Contractor shall comply with the Federal Funding Accountability and Transparency Act (FFATA or Transparency Act), including registration of an unique entity identifier number if the amount of Federal funding awarded to the Contractor is $25,000.00 or more.

The Contractor must disclose to BGADD the names of the top five executives and total compensation to each, if:

1. More than 80% of the Contractor's annual gross revenues originate from federal funds (received directly or indirectly), and those revenues are greater than $25,000,000.00 annually; and

2. Compensation information is not already available to the public (such as, through reporting under the Securities Exchange Act of 1934. See 2 CFR, Part 170 for additional details regarding executive compensation requirements).

5.01.02-Audit Requirements

The Contractor (sub-recipient) shall have an audit conducted in accordance with Generally Accepted Government Auditing Standards and 2 CFR, Part 200, Uniform Guidance, Subpart F – Audit Requirements. The audit report's accompanying financial statements shall be issued in accordance with Generally Accepted Accounting Principles (GAAP) and reflect its financial position, results of operations or changes in net assets, and, where appropriate, cash flows for the fiscal year audited.

The audit shall cover each fiscal year period of the contract duration, and a copy of the Contractor's audit report(s), federal schedule of expenditures, supplemental information by cost center and/or program and audit findings with corrective action plan shall be submitted to the Contract Specialist within nine (9) months after the fiscal year end.

Should the audit report refer to a separate management letter of findings, the Contractor shall include a copy of the management letter with the audit report and comments and/or a corrective action plan. All material findings shall be reported in the audit section of audit findings and shall include the management's response and/or corrective action as required by 2 CFR, Part 200, Subpart F.

The audit report shall include a schedule of expenditures of federal awards and all federal award identification information as stipulated by 2 CFR, Part 200, Subpart F requirements.

The audit report shall include supplemental information of all federal grant and/or award expenditures by cost centers and/or programs identifying all administrative and indirect cost for each state fiscal year. The Contractor shall include in the supplemental information a list of their sub-recipients of federal monies received through this Agreement and provide their sub-recipient name, and unique entity identifier, Catalog of Federal Domestic Assistance (CFDA) number and description, sub-recipient's expenditures and related contract number in addition to all other information as required in 2 CFR, Part 200.

Upon request, a copy of the engagement letter shall be submitted to the agency contact identified in the Contract Commodity Line 1 Extended Description no later than three (3) months prior to The Contractor's fiscal year end, unless BGADD grants an extension in writing. If the Auditor of Public Accounts (APA) is to perform the audit, the name of the APA auditor and the anticipated start date shall be submitted to the agency contact identified in the Contract Commodity Line 1 Extended Description no later than three (3) months prior to fiscal year end, unless that office or its designee grants an extension in writing.

5.01.03-Response/Compliance with Audit Findings

The Contractor shall comply with and shall ensure any sub-recipient's or Subcontractor's compliance with any finding of noncompliance with any law, regulation, audit, inspection, or generally accepted accounting principle relating to this contract. The Contractor will provide BGADD, for BGADD's approval, a Corrective Action Plan that addresses deficiencies identified in any audit(s), review(s), or inspections(s) within thirty (30) calendar days of the close of the audit(s), review(s) or inspection(s). The Contractor shall bear the expense of compliance with any noncompliance finding that impacts or is related to the Contractor's work under this contract.

5.01.04-Reporting Requirements

1. Single Audit Report: When applicable, the Contractor shall ensure audit reports are made available through the Federal Audit Clearinghouse, in accordance with 2 CFR 200.512(b), and shall provide notice of audit completion and availability within ten (10) calendar days of submission to the Federal Audit Clearinghouse, to the individual identified on page 1 of the Contract. If not required to submit audit reports through the Federal Audit Clearinghouse, the Contractor shall submit three (3) written copies of the audit report or an electronic copy to the individual identified on page 1 of the Contract no later than six (6) months following the end of the fiscal year audited, unless an extension is approved in writing by BGADD.

2. All reports and documentation: Electronic submission of required documents may be acceptable at the discretion of the Agency Contact identified on page 1 of the Contract.

5.01.05-Cost Share or Matching

If indicated elsewhere in this Agreement, the Contractor (Sub-recipient) shall provide the required match as outlined in the approved grant application. The Contractor shall be fully liable for refund of any match deficiencies identified in audit. The cost sharing or matching contributions shall meet all of the following criteria:

- Are verifiable from the Contractor's records;

- Are not included as match contributions for any other award;

- Are necessary and reasonable for accomplishment of project or program objectives;

- Are allowable under 2 CFR Part 200, Subpart E – Cost Principles;

- Are not paid by the federal government under another federal award, except where the federal statute authorizing a program specifically provides that federal funds made available for such program can be applied to matching or cost sharing requirements of other federal programs and written authorization has been received from the other federal program; and

- Conform to other provisions of 2 CFR, Part 200, and the federal funding agency implementing regulation for 2 CFR, Part 200, as applicable.

5.01.06-Certification Regarding Drug-Free Workplace

The Contractor certifies that it will comply with the drug-free workplace requirements in 2 CFR Part 182.

5.01.07-Additional Information Required Under 2 CFR §200.331(a)(1)

Upon request, the BGADD will make available any additional information required under 2 CFR §200.331(a)(1), Federal Award Identification.

Attachment A

Older Americans Act

In relation to this contract, the Second Party agrees to perform the following specific and additional functions described with particularity in this attachment for the Title III Program which is subscribed by the parties for identification and made a part hereof as if fully incorporated herein:

1. Perform the functions described with particularity in the Second Party's approved Request for Proposal which is hereby made a part hereof as if fully incorporated herein and is kept on file at the Bluegrass ADD's office in Lexington, Kentucky:

2. Complete the objectives for FY '25 as set forth on the Service Delivery/Budget Back page hereto attached.

3. Submit monthly expenditure reports no later than the **8th of every month beginning August 8th** on the form(s) prescribed by the Bluegrass ADD. **Must match units reported in State Database System.**

4. **Enter all service units into the State Database System by the 5th of the month.**

5. **All invoice corrections must be submitted back to BGADD within 1 business day of notification of needed correction.**

6. **Assure that Senior Center Directors or appropriate staff attend required meetings and training, including Program Director meetings, conducted by or sponsored by the Bluegrass Area Agency on Aging.**

7. The Second Party's fees and expenses relative to the performance of the functions heretofore described shall not exceed the Federal/State amounts as shown in the Title III budgets hereto attached. Expenditures in excess of the attached amounts will be borne by Program Income and additional local funds.

   The amount of local funds required will be computed as follows:

   For Supportive Services, Congregate Meals, Home Delivered Meals : Expenditures will consist of **85%** of Federal monies and **15%** State monies, local monies and/or Second Party in-kind until the maximum amount of Federal/State is accessed. Thereafter, expenditures will consist of Program Income, local monies and/or appropriate in-kind. **Note: Program Income may not be used to meet the 15% match required.**

   Failure of the Second Party to provide required local resources may result in proportionate reduction of Federal funds. The matching requirement must be met through provision of State funds, local cash, and/or Second Party In-kind contributions.

Attachment B

Older Americans Act

In relation to this contract, the Second Party agrees to perform the following specific and additional functions described with particularity in this attachment for the Title III Program which is subscribed by the parties for identification and made a part hereof as if fully incorporated herein:

1. Perform the functions described with particularity in the Second Party's approved Request for Proposal which is hereby made a part hereof as if fully incorporated herein and is kept on file at the Bluegrass ADD's office in Lexington, Kentucky:

2. Participate and support BGAAAIL efforts in the following:
    a. Ensure 75% of homebound seniors will be offered an evidence-based physical activity program annually
    b. Senior Centers will offer at minimum one smoking cessation intervention annually
    c. Reduce the number of seniors reporting social isolation by 3 percent through the use of evidenced-based interventions during fiscal year
    d. Increase private pay, cost share, and voluntary contributions by 20% each fiscal year
    e. All staff who interact with citizens must receive training from the Office of Dementia Services
    f. Support BGAAAIL in efforts to expand opportunities for transportation organizations (for-profit and nonprofit) to further develop transportation options for vulnerable populations and underserved areas through quarterly community meetings to discuss transportation for the elderly and their caregivers
    g. Ensure all staff participate in the Senior Center Community College training and provide documentation that all staff have attended
    h. Provide documentation that all staff and volunteers have received training on preventing, identifying, and reporting abuse, neglect, and exploitation of older adults
    i. Ensure that each client has an individual disaster plan documented in the State Reporting System.

ATTACHMENT C
Certification Regarding
Drug-Free Workplace Requirements (Grants)
Alternative I for Grantees Other Than Individuals

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle V; 41 U.S.C. 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose. The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PAGE 2)

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (Check One)

ALTERNATE I - For applicant/grantees other than individuals:

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about::

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later then five (5) calendar days after such conviction;

(e) Notifying the agency within ten calendar days after receiving notice under subparagraph (d) (2), from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

PLACE OF PERFORMANCE (Street address, city, county, state, zip code)

195 Life Lane, Lexington, Fayette, KY 40502

_____ Check if there are workplaces on file that are not identified here.

Lexington-Fayette Urban County Government — Organization Name

Lexington Senior Citizen Center — Award Number or Project Name

Linda Gorton, Mayor — Name and Title of Authorized Representative

_____ Signature

_____ Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the grantee is providing the certification set out on pages 1 and 2.

2. The certification set out on pages 1 and 2 is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known they may be identified in the grant application. If the grantee does not identify the workplace at the time of application, or upon award, if there is no application, the grantee must keep the identify of the workplace(s) on file in its office and make the information available for Federal inspection.. Failure to identify all known workplaces constitutes a violation of the grantee's drug free workplace requirements.

4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

5. If the workplace identified to the agency changes during the performance of the grant, the granteeshall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).

6. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

   "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

   "Conviction" means finding a guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes:

   "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or position of any controlled substance;

   "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (1) all "direct charge" employees; (II) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and , (III) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of sub-recipients or subcontracts in covered workplaces).

Master Contract
Buyer Name: Bluegrass Area Agency on Aging
July 1, 2024 –June 30, 2025

FIRST PARTY:

BLUEGRASS AREA DEVELOPMENT DISTRICT

_____
Celeste Robinson, Director of Aging

SECOND PARTY:

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT : DBA LEXINGTON SENIOR CITIZENS CENTER

_____
(Authorized Signature)

Linda Gorton, Mayor
(Typed Name and Title

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE BLUEGRASS AREA DEVELOPMENT DISTRICT, INC., FOR THE ACCEPTANCE OF FEDERAL AND STATE GRANT FUNDS IN THE AMOUNT OF $183,455.00, FOR THE OPERATION OF THE LEXINGTON SENIOR CENTER FOR FY 2025, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT FOR THE EXPENDITURE OF $234,580.00 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 Bluegrass Area Development District, Inc., which is attached hereto and incorporated herein by reference, for the acceptance of Federal and State Grant funds in the amount of $183,455.00, for the operation of the Lexington Senior Center for FY 2025, the acceptance of which obligates the Lexington-Fayette Urban County Government for the expenditure of $234,580.00 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 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
0717-24:ANB:4857-5660-6413, v. 1

RESOLUTION NO. 390 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE BLUEGRASS AREA DEVELOPMENT DISTRICT, INC., FOR THE ACCEPTANCE OF FEDERAL AND STATE GRANT FUNDS IN THE AMOUNT OF $183,455.00, FOR THE OPERATION OF THE LEXINGTON SENIOR CENTER FOR FY 2025, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT FOR THE EXPENDITURE OF $234,580.00 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 Bluegrass Area Development District, Inc., which is attached hereto and incorporated herein by reference, for the acceptance of Federal and State Grant funds in the amount of $183,455.00, for the operation of the Lexington Senior Center for FY 2025, the acceptance of which obligates the Lexington-Fayette Urban County Government for the expenditure of $234,580.00 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 established for this Grant.

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

PASSED URBAN COUNTY COUNCIL: July 9, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0717-24:ANB:4857-5660-6413, v. 1

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0718-24

File ID:	0718-24	**Type:**	Resolution	**Status:**	Approved
Version:	2	**Contract #:**	192-2024	**In Control:**	Urban County Council
				File Created:	06/27/2024
File Name:	Request Council authorization to execute a Grant Assistance Agreement for the Kentucky Cleaner Water Round 2 Grant (American Rescue Plan Act funds) awarded in the amount of $1,281,696 for Ultraviolet Radiation Disinfection Retrofit Project for the replace			**Final Action:**	07/09/2024

Title: A Resolution of the Lexington-Fayette Urban County Government accepting the Grant of $1,281,696 in Federal funds from the Ky. Cleaner Water Round 2 Grant (ARPA) for the replacement of Chemical Disinfection Equipment at both the Town Branch and West Hickman Wastewater Treatment Plants (WWTP) with Ultraviolet (UV) Disinfection Equipment, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, approving the Grant assistance Agreement, authorizing the amendment of the Lexington-Fayette Urban County Government's Annual Budget, and authorizing a representative to sign all related documents. [Div. of Water Quality, Martin]

Notes: signed original given back to Celia in Grants - CILOO filed in CCO 7.9AA
signed original AMENDMENT given back to Celia in Grants - CILOO filed in CCO 11.7.24 AA

Sponsors:		**Enactment Date:**	07/09/2024
Attachments:	24-Blue Sheet Memo UV Project GAA, KIA_GrantAssistanceAgreement_22CWS171, RESO 0718-24 - Grant with KIA for IV replacement at WWTP 4881-8134-8815 v.1.docx, R-391-2024, Contract #192-2024, Contract #192-2024	**Enactment Number:**	R-391-2024
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	07/09/2024	Approved and Referred to Docket	Urban County Council	07/09/2024		Pass
2	Urban County Council	07/09/2024	Received First Reading	Urban County Council	07/09/2024		

2	Urban County Council	07/09/2024	Suspended Rules for Second Reading	Pass
2	Urban County Council	07/09/2024	Approved	Pass

Text of Legislative File 0718-24

Title

A Resolution of the Lexington-Fayette Urban County Government accepting the Grant of $1,281,696 in Federal funds from the Ky. Cleaner Water Round 2 Grant (ARPA) for the replacement of Chemical Disinfection Equipment at both the Town Branch and West Hickman Wastewater Treatment Plants (WWTP) with Ultraviolet (UV) Disinfection Equipment, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, approving the Grant assistance Agreement, authorizing the amendment of the Lexington-Fayette Urban County Government's Annual Budget, and authorizing a representative to sign all related documents. [Div. of Water Quality, Martin]

Summary

Authorization to execute a Grant Assistance Agreement for the Kentucky Cleaner Water Round 2 Grant (American Rescue Plan Act funds) awarded in the amount of $1,281,696 for Ultraviolet Radiation Disinfection Retrofit Project for the replacement of chemical disinfection equipment at both the Town Branch and West Hickman Wastewater Treatment Plants (WWTP) with ultraviolet (UV) disinfection equipment. (L0718-24) (Martin/Albright)

Budgetary Implications: No

Advance Document Review:

Law: Yes, Completed by Evan Thompson, 7/1/2024

Risk Management: N/A

Fully Budgeted: Grant funds are Budgeted.

Account Number:

This Fiscal Year Impact: $0

Annual Impact: $0

Project: UV_GRANT_2024

Activity: FED_GRANT

Budget Reference: 2024

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

TO: **LINDA GORTON, MAYOR**
URBAN COUNTY COUNCIL

FROM: **THERESA REYNOLDS, DIRECTOR**
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: **JUNE 27, 2024**

SUBJECT: **Execute Grant Assistance Agreement for the Kentucky Cleaner Water Round 2 Grant from American Rescue Plan Act Funds for the Ultraviolet (UV) Radiation WWTP Disinfection Retrofit project (22CWS171)**

Request: Council authorization to execute a Grant Assistance Agreement for the Kentucky Cleaner Water Round 2 Grant (American Rescue Plan Act funds) awarded in the amount of $1,281,696 for Ultraviolet Radiation Disinfection Retrofit Project for the replacement of chemical disinfection equipment at both the Town Branch and West Hickman Wastewater Treatment Plants (WWTP) with ultraviolet (UV) disinfection equipment.

Purpose of Request: On April 25, 2024 (Resolution 192-2024), Council approved a Conditional Commitment Letter to accept an additional award of $1,165,178 in federal funds under Kentucky Cleaner Water Round 2 Grant 22CWS171; and on June 13, 2024 (Resolution 299-2024), Council approved an additional award of $116,518 in federal funds under Kentucky Cleaner Water Round 2 Grant 22CWS171for the Ultraviolet (UV) Radiation WWTP Disinfection Retrofit project for a total of $1,281,696 in fiscal year 2024. Approval of this recommendation finalizes the Grant Assistance Agreement required to draw the project funds.

What is the cost in this budget year and future budget years? No impact on FY25 budget. Future budget year's funds are dependent upon availability of grant funds.

Are the funds budgeted? Grant funds are budgeted.

File Number: 0718-24

Director/Commissioner: Martin/Albright

GRANT ASSISTANCE AGREEMENT

This Grant Assistance Agreement (the "Agreement") is made and entered into by and between the Kentucky Infrastructure Authority (the "Authority"), a body corporate and politic, constituting a public corporation and governmental agency and instrumentality of the Commonwealth of Kentucky, and the Lexington-Fayette Urban County Government (the "Grantee"), acting herein through its Authorized Official, each a party to this Agreement, which shall be effective upon the date of signing by the Executive Director of the Authority,

W I T N E S S E T H:

WHEREAS, the General Assembly of the Commonwealth of Kentucky, being the duly and legally constituted legislature of Kentucky at its 1988 Regular Session, enacted House Bill 217 amending Chapter 224A of the Kentucky Revised Statutes (the "Act"), creating the "Kentucky Infrastructure Authority" to serve the public purposes identified in the Act; and

WHEREAS, the Authority, attached to the Governor's Office, is charged pursuant to Section 224A.300 of the Act with coordinating the funding and implementation of infrastructure projects and to this end maintains the Water Resource Information System (the "WRIS") a comprehensive database of community water and wastewater projects across Kentucky; and

WHEREAS, House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly approved a $250,000,000 allocation in Federal Funds for Fiscal Year 2023 from the American Rescue Plan Act of 2021/Coronavirus State Fiscal Recovery Fund to the Authority for the Drinking Water and Wastewater Grant Program, known as the Kentucky Cleaner Water Program (the "CWP"), a portion of which funds are the subject of this Agreement; and

WHEREAS, the Grantee now seeks to acquire and construct a project as described in the Grantee's Project Profile in the WRIS (the "Project") and the Authority has determined that the Project meets the guidelines of the Cleaner Water Program and the directives of the General Assembly; and

WHEREAS, the Grantee and the Authority desire to enter into this Agreement which sets forth their respective duties, rights, covenants, and obligations with respect to the acquisition and construction of the Project and the application of the proceeds of a grant from the Cleaner Water Program as administered by the Authority.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the grant hereby effected, and for other good and valuable consideration, the receipt, mutuality and sufficiency of which is hereby acknowledged by the parties hereto, the Authority and the Grantee each agree as follows:

SECTION 1 – DEFINITIONS

All terms utilized herein shall have the same definitions and meaning as ascribed to them in the Act, which Act is hereby incorporated in this Agreement by reference, the same as if set forth herein verbatim; provided, however, that those definitions utilized in the Act having general application are hereby modified in certain instances to apply specifically to the Grantee and its Project.

Act shall mean Chapter 224A of the Kentucky Revised Statutes, as amended (the "KRS").

Agreement shall mean this Grant Assistance Agreement made and entered into by and between the Grantee and the Authority, as authorized by the Act, providing for a Grant to be made to the Grantee or its approved agent, subject to approval by the Authority.

Area Water Management Council shall mean the entity designated as the regional planning body for the respective counties within an Area Development District in Kentucky, which shall prepare and maintain an **Area Water Management Plan**, listing and prioritizing Project Profiles for water and wastewater projects within that region.

Engineer(s) shall mean the professional engineer or firm of professional engineers properly procured in accord with KRS Chapter 45A and 2 CFR 200.317 through 2 CFR 200.327 (where applicable), as amended, by the Grantee in connection with the Project, as identified in the WRIS Cleaner Water Program Database.

Exhibit shall refer to a specific document, or to the completion of a process or procedure to be accomplished as a prerequisite to release of funds to the Grantee by the Authority.

Grant shall mean that portion of the Kentucky CWP funds made available to the Commonwealth by the American Recovery Program Act and allocated by the Kentucky General Assembly in its 2022 Regular Session, which shall be incrementally transferred under this Agreement from the Commonwealth to the Grantee through Grant Number 22CWS171 in the principal amount of $1,281,696 for the purpose of defraying the costs incidental to the Project.

Grantee shall mean any unit of local government, or its designated agent, as approved by the Authority, or any special purpose governmental entity within the Commonwealth eligible for funds under the CWP in accordance with the Act, now having been or hereafter being granted the funds for the Project; and for the purposes of this Agreement shall mean the Grantee identified on the front page of this Agreement.

Project shall mean, when used generally, a water, wastewater or other infrastructure project authorized pursuant to the Act, and when used in specific reference to the Grantee's Project funded by the Authority through the CWP, it shall refer to that

project as described in the Grantee's Project Profile in the WRIS, which has an 8 digit number following the designation WX or SX.

Project Administrator shall mean that individual designated in the Project Profile by that title, who has the capacity and responsibility of supervising the Project and coordinating the preparation of all related documentation on behalf of the Grantee with respect to the Project.

Project Budget shall mean a list of Project expenses and funding sources, in the form set forth in the current Project Profile as set forth in the WRIS.

Project Profile shall mean those specific details of the Project, presented by the Grantee to the respective Area Water Management Council for review and incorporation into the Area Water Management Plan and the WRIS.

System shall mean the utility system owned and operated by the Grantee or the agent of the Grantee, as approved by the Authority, to which the Project shall become a part, and any revenues generated by the Project, which are used to operate and maintain the utility system in the typical manner of a local public utility in Kentucky.

SECTION 2 - OBLIGATIONS OF THE AUTHORITY

The Authority covenants and agrees, conditioned upon the timely performance by the Grantee of its respective obligations, to undertake the following obligations:

A. The Authority shall review and approve Project related documentation provided by the Grantee. Once the Project is under construction, the Authority shall review requests for payment submitted for payment of costs of the Project. Any deficiencies found in said requests will be reported immediately to the Grantee. If there are no deficiencies in said requests or deficiencies have been resolved satisfactorily by the Grantee, the Authority will approve the requests and disburse grant funds to the Grantee in an amount not to exceed, cumulatively, the approved grant amount for the Project.

B. The Authority will communicate and cooperate with the Grantee to best assist the Grantee in meeting its obligations set out in this Agreement.

SECTION 3 - OBLIGATIONS OF THE GRANTEE

The Grantee covenants and agrees to undertake the following obligations:

A. The Grantee shall complete and submit executed copies of all required Exhibits to the Authority, in accordance with the Conditional Commitment Letter instructions.

B. The Grantee may consider utilizing the option for partial funding set out in Section 6, below. Over the course of the acquisition and construction of the Project, the Grantee shall provide such status reports as may be requested by the Authority, and once the Project is under construction submit periodic requests for payment to the Authority accompanied by copies of invoices for costs incurred in accordance with the Authority's standard draw-down request format.

C. The Grantee shall perform and/or cause to be performed all necessary acts consistent with all federal and state labor and procurement laws in connection with the planning, design, acquisition and construction of the Project, including: the proper procurement of land, easements and rights of way; professional services, including but not limited to architectural and engineering services; construction contractor(s) services; and the acquisition of necessary equipment and/or materials.

D. The Grantee shall obtain and keep on file all required permits, licenses and approvals from the appropriate federal, state, and/or local governmental agencies prior to starting construction of the Project.

E. The Grantee shall comply with all applicable federal and state statutes, executive orders, regulatory requirements, and policies relating to the planning and construction of the Project.

F. The Grantee shall cooperate fully with the Authority and provide any documentation requested by the Authority in order to facilitate completing the obligations set out in this Agreement.

G. The Grantee will proceed expeditiously to complete the Project in accordance with the approved final engineering plans and specifications or amendments thereto, prepared by the Project Engineer for the Grantee, if required and as approved by the Authority and other state and federal agencies, as appropriate.

H. The Grantee agrees that throughout the reasonable life of the infrastructure facilities developed under the Project it will retain ownership of, operate, and maintain these facilities, and all appurtenances thereto, keeping them in good and sound repair and good operating condition at its own expense so that the completed Project will continue to provide the services for which it was designed. Change of ownership or disposal of the Project facilities during their useful life may occur only with written approval of the Authority.

I. If the Grantee is a local unit of government, city or county, and determines that it is in the best interest of its citizens, it may enter into a memorandum of agreement with a Kentucky corporation to serve as its agent for the implementation and long-term operation and management of the Project, subject to the Agreement. The form and content of such a memorandum of agreement is subject to the prior approval of the Authority.

J. General Compliance with all Duties. The Grantee shall faithfully and punctually perform all duties with reference to the System required by the American Rescue Plan Act of 2021, and by the terms and provisions of the Act, and this Assistance Agreement.

K. Further Covenants under the American Rescue Plan Act of 2021. The Grantee shall comply with all further requirements or conditions which may arise from time to time in order to assure compliance with the American Rescue Plan Act of 2021, including but not limited to the following:

1. Records Retention. The Grantee shall provide to the Authority access to all records related to the Project for review in determining compliance with this Agreement and all applicable laws and regulations, including the American Rescue Plan Act of 2021/Coronavirus State Fiscal Recovery Fund. The Grantee shall retain all records, including all invoices, relating to the Project for five (5) years after full execution of the Certificate of Completion.

2. Single Audit Requirements. Grantees that expend more than $750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Grantees may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.

3. Civil Rights Compliance. The Grantee is required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the U.S. Department of the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

L. General. The Grantee shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Grantee under the provisions of the American Rescue Plan Act of 2021 and this Assistance Agreement in accordance with the terms of such provisions.

SECTION 4 - MUTUALITY OF OBLIGATIONS

A. The parties agree that the funds granted by the Commonwealth to the Grantee are to be used solely for the purposes of the acquisition and construction of the Project. Further, the parties agree that the obligations imposed upon them are for their respective benefit and the timely fulfillment of the obligations set herein are necessary for the Project.

B. Except as may otherwise be provided herein, the parties to this Agreement shall be solely responsible for any incidental costs incurred in fulfilling their respective obligations under this Agreement and neither party shall have any claim against the other party for reimbursement of incidental costs whether or not a party is in default.

SECTION 5 - TERMS OF AGREEMENT

A. This Agreement shall be valid only after both parties have duly signed and provided the executed document to the other.

B. This Agreement may be terminated by either party at any time for cause and may be terminated by either party without cause upon 30 days written notice to the other party. Termination of this Agreement shall not diminish or in any other manner affect any other remedy that may be available to the parties for any breach of the Agreement that occurs prior to the termination.

C. If, after execution of this Agreement, additional financial assistance is found to be required for the acquisition and construction of the Project and the required additional assistance does or does not become available to the Grantee from any source, the Project may be modified so long as any change in scope and budget is mutually agreed to by the parties to this Agreement, and clearly documented in a revision of the Project Budget within the Project Profile.

SECTION 6 - ADVANCE FUNDING FOR PROJECT PLANNING AND DESIGN

A. The Grantee may request, in writing, that a portion of the grant funds be disbursed prior to Project bidding to pay up to 50% of the budgeted engineering fee for Project planning and design to the Project Engineer to expedite submission of the Project plans and specifications for review by the Kentucky Division of Water. The balance of the budgeted engineering fee for project planning and design may be paid only after approval of the plans by the Kentucky Division of Water.

B. It is specifically understood and agreed by the Grantee in the event that the Project has not been advertised for bids within twenty-four (24) months from the date of

signing of this Agreement, for whatever reason, any funds disbursed for Project planning and design are subject to full and immediate repayment by the Grantee to the Authority.

C. No funds shall be released under this Section until the requirements of Exhibits 1 through 7 of this Agreement have been completed.

SECTION 7. - EVENTS OF DEFAULT AND REMEDIES.

Section 7.1. Events of Default Defined.

The following will be “Events of Default” under this Agreement and the term “Event of Default” or “Default” will mean, whenever it is used in this Agreement, any one or more of the following events:

A. Any unauthorized or improper expenditure of funds by the Grantee, or expenditure of funds by the Grantee other than in accordance with the terms of this Agreement.

B. Failure by the Grantee to observe or perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subsection (A) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied will have been given to the Grantee by the Authority unless the Authority agrees in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Authority will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Grantee within the applicable period and diligently pursued until such failure is corrected.

C. The dissolution or liquidation of the Grantee, or the voluntary initiation by the Grantee of any proceeding under any federal or Kentucky law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the Grantee of any such proceeding which remain undismissed for sixty (60) days, or the entry by the Grantee into an agreement of composition with creditors or the failure generally by the Grantee to pay its debts as they become due.

D. A default by the Grantee under the provisions of any agreements relating to its debt obligations.

Section 7.2. Remedies on Default.

Whenever any Event of Default referred to in Section 7.1 has occurred and is continuing, the Authority may, without any further demand or notice, take one or any combination of the following remedial steps:

A. Declare this Agreement void from the beginning without further obligation to the Grantee and may commence appropriate legal action to enforce its rights under this Agreement including action for recovery of funds expended hereunder.

B. Terminate any remaining grant payments to the Grantee.

C. Exercise all the rights and remedies of the Authority set forth in the Act.

D. Take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Agreement.

E. Submit a formal referral to the appropriate federal agency.

Section 7.3. No Remedy Exclusive.

No remedy herein conferred upon or reserved to the Authority is intended to be exclusive, and every such remedy will be cumulative and will be in addition to every other remedy given hereunder and every remedy now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power and any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 7.4. Consent to Powers of Authority Under Act.

The Grantee hereby acknowledges to the Authority its understanding of the provisions of the Act, vesting in the Authority certain powers, rights and privileges in respect of the Project upon the occurrence of an Event of Default, and the Grantee hereby covenants and agrees that if the Authority should in the future have recourse to said rights and powers, the Grantee shall take no action of any nature whatsoever calculated to inhibit, nullify, void, delay or render nugatory such actions of the Authority in the due and prompt implementation of this Agreement.

Section 7.5. Waivers.

In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

Section 7.6. Agreement to Pay Attorneys' Fees and Expenses.

In the event that either party hereto defaults under any of the provisions hereof and the non-defaulting party employs attorneys or incurs other expenses for the enforcement of

performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will pay on demand therefor to the non-defaulting party the fees of such attorneys and such other expenses so incurred by the non-defaulting party.

SECTION 8 - MISCELLANEOUS PROVISIONS

A. The Grantee may sign this Agreement electronically via a program subject to the approval by the Authority, or manually on a paper copy that is scanned to the portable document format (.pdf) and emailed to the Authority. Transmittal of all other correspondence or documentation, including the required Exhibits identified in the Attachment shall be scanned and attached as a file to email. The Authority and the Grantee, working through the Project Administrator, shall assist each other in securing and maintaining a complete, current Project document file for reference, records, and audit purposes.

B. The headings set forth in this Agreement are for convenience and the terms contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

C. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successor and assigns, respectively, of the parties. Except for the limited use of a memorandum of agreement (as provided in Section 3 herein), this provision shall not be construed to permit an assignment by any party of any of its rights and duties under this Agreement which assignment shall be prohibited except with the prior written consent of the parties hereto.

D. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and may be modified only by a written instrument duly executed by each of the parties hereto.

E. Timely and accurate performance of all actions by the respective parties are mutually recognized by the parties of this Agreement to be of importance to the citizens of the Commonwealth generally, and particularly to those citizens directly affected by the Project.

F. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

G. The Authority may audit or review all documentation and records of the Grantee relating to this Project pursuant to the provisions of Section 45A.150 of the KRS or any other applicable federal or state law.

H. The Grantee agrees that the Authority, 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 documentation or evidence, which are directly pertinent to this Agreement for the purpose of financial audit or program review.

Furthermore, any books, documents, papers records, or other evidence provided to the Commonwealth, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission, which are directly pertinent to this 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 this 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 was providing the services.

I. During the performance of this contract, the Grantee agrees to the following Appendix II to 2 CFR Part 200 contract provisions, as amended:

Equal Employment Opportunity

1. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee 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:

    a. 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.
    b. The Grantee 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.
    c. The Grantee 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.

d. The Grantee 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.
e. The Grantee 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.
f. The Grantee 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.
g. In the event of the Grantee'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.
h. The Grantee 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 Grantee 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.

Contract Work Hours and Safety Standards Act

All contracts that are in excess of $100,000 and involve the employment of mechanics or laborers must include provisions requiring compliance with the Contract Work Hours and Safety Standards Act as follows:

1. Overtime requirements: No contractor or subcontractor contracting for any part of the Agreement 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. The Grantee 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.

Clean Air Act

1. The Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Grantee agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

3. The Grantee agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funding.

Federal Water Pollution Control Act

1. The Grantee agrees to 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.
2. The Grantee agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
3. The Grantee agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funds.

Debarment and Suspension

Contracts shall not be awarded to parties listed on the governmentwide exclusions in the System for Award Management (SAM) listed at www.sam.gov.

Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officials as of the day and year above written.

KENTUCKY INFRASTRUCTURE AUTHORITY

By: _____
Sandy Williams, Executive Director

Date: _____

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: _____
Authorized Official

Print Name: _____

THIS AGREEMENT HAS BEEN EXAMINED BY:

By: _____
LEGAL COUNSEL TO THE KENTUCKY INFRASTRUCTURE AUTHORITY

CWP GRANT CONDITIONS – COMPLIANCE FORMS & EXHIBITS

Note A: Exhibits 1 through 3 must be completed, scanned, and emailed to the Authority on or before the date the Grantee signs the Conditional Commitment Letter. The Conditional Commitment Letter may be signed electronically or manually, then scanned and emailed to the Authority.

Exhibit 1 Notification to the Authority of completed Review / Update of Project Profile

Exhibit 2 Confirmation of Grantee Vendor Number – via KY Finance Cabinet Application

Exhibit 3 Copy of the Transparency Act Reporting Information Form

Note B: Upon receipt of the signed Conditional Commitment Letter and the Authority's verification of Exhibits 1-3, the Authority will forward to the Grantee the Grant Assistance Agreement. The Grantee should proceed to complete Exhibits 4 through 7, scan and send each Exhibit to the Authority by email; and then the Authorized Official may sign the Assistance Agreement, either electronically or by scanning and send attached to email.

Exhibit 4 A) Grantee Resolution (Accepting Grant, Approving Agreement, Amending Budget, Designating an Authorized Official)
B) Certificate of Recording Officer

Exhibit 5 Opinion of Legal Counsel Relating to the Grantee Resolution

Exhibit 6 A) Copy of the Engineering Services Contract; and
B) Grantee & Engineer Fee Confirmation

Note C: The Grantee may request 50% of the engineering design fee (as budgeted in the Project Profile) at this point and may request the balance of the engineering design fee once Exhibit 8 has been sent to the Authority.

Exhibit 7 Copy of the Kentucky eClearinghouse Endorsement Letter with Comments.

Exhibit 8 Copy of the DOW Approval Letter of Project Engineering Plans & Specifications.

Exhibit 9 Copy of the bid package signed by (A) Engineer, (B1) Authorized Official, and (B2) Title Attorney, as appropriate.

Exhibit 10 Certification Regarding Utility Accounting, Cost-Based Rates and Auditing.

Exhibit 11 Certificate of Project Completion.

RESOLUTION NO. _____ - 2024

A RESOLUTION OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ACCEPTING THE GRANT OF $1,281,696.00 IN FEDERAL FUNDS FROM THE KENTUCKY CLEANER WATER ROUND 2 GRANT (ARPA) FOR THE REPLACEMENT OF CHEMICAL DISINFECTION EQUIPMENT AT BOTH THE TOWN BRANCH AND WEST HICKMAN WASTEWATER TREATMENT PLANTS (WWTP) WITH ULTRAVIOLET (UV) DISINFECTION EQUIPMENT, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, APPROVING THE GRANT ASSISTANCE AGREEMENT, AUTHORIZING THE AMENDMENT OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT'S ANNUAL BUDGET, AND AUTHORIZING A REPRESENTATIVE TO SIGN ALL RELATED DOCUMENTS.

WHEREAS, the Kentucky General Assembly has appropriated funds for infrastructure projects in House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly for the Cleaner Water Program; and

WHEREAS, the Lexington-Fayette Urban County Government (the "Grantee") has previously determined that it is in the public interest to acquire and construct certain facilities and improvements to the Grantee's utility system (the "Project"); and

WHEREAS, the Grantee desires funding from the Kentucky Infrastructure Authority (the "Authority") for the purpose of acquisition and construction of the Project; and

WHEREAS, in order to obtain a grant from the Cleaner Water Program for the Project, and administered by the Authority, the Grantee is required to enter into an assistance agreement (the "Agreement") with the Authority.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Lexington-Fayette Urban County Government as follows:

SECTION 1- The Grantee hereby accepts the grant award and approves the Assistance Agreement between the Grantee and the Authority to provide the necessary funds to the Grantee for the Project.

SECTION 2- That the Mayor, on behalf of the Urban County Government, is hereby designated to be the Grantee's "Authorized Official" for this Project and is hereby directed and empowered by the Grantee to execute the Agreement, related documents and agreements, and to otherwise act on behalf of the Grantee to effect such grant award, and to engage a qualified Project Administrator.

SECTION 3- That the Grantee hereby agrees and commits to include, by amendment to its annual budget and audit process, the receipts and expenditures of

funds subject to the Agreement up to and including the date of Project closeout, and 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 the Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or account appropriation within the grant budget previously established for this grant.

SECTION 4- That this resolution shall take effect at the earliest time provided by law.

ADOPTED on _____202___.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

_____
Authorized Signatory

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0718-24:EPT_4895-9131-1794, v. 1

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary/Clerk of the Grantee, and that the foregoing is a full, true and correct copy of a Resolution adopted by the governing body of said Grantee at a meeting duly held on _____, 2024; and that this official action appears as a matter of public record in the official records or journal of the Grantee; and that said meeting was held in accordance with all applicable requirements of Kentucky law, including Sections 61.810, 61.815, 61.820 and 61.823 of the Kentucky Revised Statutes; and that a quorum was present at the meeting; and that this official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature, below, on _____,202_.

_____
Secretary/Clerk

4881-8134-8815, v. 1

RESOLUTION NO. 391 - 2024

A RESOLUTION OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ACCEPTING THE GRANT OF $1,281,696.00 IN FEDERAL FUNDS FROM THE KENTUCKY CLEANER WATER ROUND 2 GRANT (ARPA) FOR THE REPLACEMENT OF CHEMICAL DISINFECTION EQUIPMENT AT BOTH THE TOWN BRANCH AND WEST HICKMAN WASTEWATER TREATMENT PLANTS (WWTP) WITH ULTRAVIOLET (UV) DISINFECTION EQUIPMENT, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, APPROVING THE GRANT ASSISTANCE AGREEMENT, AUTHORIZING THE AMENDMENT OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT'S ANNUAL BUDGET, AND AUTHORIZING A REPRESENTATIVE TO SIGN ALL RELATED DOCUMENTS.

WHEREAS, the Kentucky General Assembly has appropriated funds for infrastructure projects in House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly for the Cleaner Water Program; and

WHEREAS, the Lexington-Fayette Urban County Government (the "Grantee") has previously determined that it is in the public interest to acquire and construct certain facilities and improvements to the Grantee's utility system (the "Project"); and

WHEREAS, the Grantee desires funding from the Kentucky Infrastructure Authority (the "Authority") for the purpose of acquisition and construction of the Project; and

WHEREAS, in order to obtain a grant from the Cleaner Water Program for the Project, and administered by the Authority, the Grantee is required to enter into an assistance agreement (the "Agreement") with the Authority.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Lexington-Fayette Urban County Government as follows:

SECTION 1- The Grantee hereby accepts the grant award and approves the Assistance Agreement between the Grantee and the Authority to provide the necessary funds to the Grantee for the Project.

SECTION 2- That the Mayor, on behalf of the Urban County Government, is hereby designated to be the Grantee's "Authorized Official" for this Project and is hereby directed and empowered by the Grantee to execute the Agreement, related documents and agreements, and to otherwise act on behalf of the Grantee to effect such grant award, and to engage a qualified Project Administrator.

SECTION 3- That the Grantee hereby agrees and commits to include, by amendment to its annual budget and audit process, the receipts and expenditures of

funds subject to the Agreement up to and including the date of Project closeout, and 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 the Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or account appropriation within the grant budget previously established for this grant.

SECTION 4- That this resolution shall take effect at the earliest time provided by law.

ADOPTED on July 9 2024.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Linda Gorton

Authorized Signatory

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0718-24:EPT_4895-9131-1794, v. 1

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary/Clerk of the Grantee, and that the foregoing is a full, true and correct copy of a Resolution adopted by the governing body of said Grantee at a meeting duly held on July 9, 2024; and that this official action appears as a matter of public record in the official records or journal of the Grantee; and that said meeting was held in accordance with all applicable requirements of Kentucky law, including Sections 61.810, 61.815, 61.820 and 61.823 of the Kentucky Revised Statutes; and that a quorum was present at the meeting; and that this official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature, below, on July 9, 2024.

Secretary/Clerk

4881-8134-8815, v. 1

22CWS171

GRANT ASSISTANCE AGREEMENT

This Grant Assistance Agreement (the "Agreement") is made and entered into by and between the Kentucky Infrastructure Authority (the "Authority"), a body corporate and politic, constituting a public corporation and governmental agency and instrumentality of the Commonwealth of Kentucky, and the Lexington-Fayette Urban County Government (the "Grantee"), acting herein through its Authorized Official, each a party to this Agreement, which shall be effective upon the date of signing by the Executive Director of the Authority,

W I T N E S S E T H:

WHEREAS, the General Assembly of the Commonwealth of Kentucky, being the duly and legally constituted legislature of Kentucky at its 1988 Regular Session, enacted House Bill 217 amending Chapter 224A of the Kentucky Revised Statutes (the "Act"), creating the "Kentucky Infrastructure Authority" to serve the public purposes identified in the Act; and

WHEREAS, the Authority, attached to the Governor's Office, is charged pursuant to Section 224A.300 of the Act with coordinating the funding and implementation of infrastructure projects and to this end maintains the Water Resource Information System (the "WRIS") a comprehensive database of community water and wastewater projects across Kentucky; and

WHEREAS, House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly approved a $250,000,000 allocation in Federal Funds for Fiscal Year 2023 from the American Rescue Plan Act of 2021/Coronavirus State Fiscal Recovery Fund to the Authority for the Drinking Water and Wastewater Grant Program, known as the Kentucky Cleaner Water Program (the "CWP"), a portion of which funds are the subject of this Agreement; and

WHEREAS, the Grantee now seeks to acquire and construct a project as described in the Grantee's Project Profile in the WRIS (the "Project") and the Authority has determined that the Project meets the guidelines of the Cleaner Water Program and the directives of the General Assembly; and

WHEREAS, the Grantee and the Authority desire to enter into this Agreement which sets forth their respective duties, rights, covenants, and obligations with respect to the acquisition and construction of the Project and the application of the proceeds of a grant from the Cleaner Water Program as administered by the Authority.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the grant hereby effected, and for other good and valuable consideration, the receipt, mutuality and sufficiency of which is hereby acknowledged by the parties hereto, the Authority and the Grantee each agree as follows:

SECTION 1 – DEFINITIONS

All terms utilized herein shall have the same definitions and meaning as ascribed to them in the Act, which Act is hereby incorporated in this Agreement by reference, the same as if set forth herein verbatim; provided, however, that those definitions utilized in the Act having general application are hereby modified in certain instances to apply specifically to the Grantee and its Project.

Act shall mean Chapter 224A of the Kentucky Revised Statutes, as amended (the "KRS").

Agreement shall mean this Grant Assistance Agreement made and entered into by and between the Grantee and the Authority, as authorized by the Act, providing for a Grant to be made to the Grantee or its approved agent, subject to approval by the Authority.

Area Water Management Council shall mean the entity designated as the regional planning body for the respective counties within an Area Development District in Kentucky, which shall prepare and maintain an **Area Water Management Plan**, listing and prioritizing Project Profiles for water and wastewater projects within that region.

Engineer(s) shall mean the professional engineer or firm of professional engineers properly procured in accord with KRS Chapter 45A and 2 CFR 200.317 through 2 CFR 200.327 (where applicable), as amended, by the Grantee in connection with the Project, as identified in the WRIS Cleaner Water Program Database.

Exhibit shall refer to a specific document, or to the completion of a process or procedure to be accomplished as a prerequisite to release of funds to the Grantee by the Authority.

Grant shall mean that portion of the Kentucky CWP funds made available to the Commonwealth by the American Recovery Program Act and allocated by the Kentucky General Assembly in its 2022 Regular Session, which shall be incrementally transferred under this Agreement from the Commonwealth to the Grantee through Grant Number 22CWS171 in the principal amount of $1,281,696 for the purpose of defraying the costs incidental to the Project.

Grantee shall mean any unit of local government, or its designated agent, as approved by the Authority, or any special purpose governmental entity within the Commonwealth eligible for funds under the CWP in accordance with the Act, now having been or hereafter being granted the funds for the Project; and for the purposes of this Agreement shall mean the Grantee identified on the front page of this Agreement.

Project shall mean, when used generally, a water, wastewater or other infrastructure project authorized pursuant to the Act, and when used in specific reference to the Grantee's Project funded by the Authority through the CWP, it shall refer to that

project as described in the Grantee's Project Profile in the WRIS, which has an 8 digit number following the designation WX or SX.

Project Administrator shall mean that individual designated in the Project Profile by that title, who has the capacity and responsibility of supervising the Project and coordinating the preparation of all related documentation on behalf of the Grantee with respect to the Project.

Project Budget shall mean a list of Project expenses and funding sources, in the form set forth in the current Project Profile as set forth in the WRIS.

Project Profile shall mean those specific details of the Project, presented by the Grantee to the respective Area Water Management Council for review and incorporation into the Area Water Management Plan and the WRIS.

System shall mean the utility system owned and operated by the Grantee or the agent of the Grantee, as approved by the Authority, to which the Project shall become a part, and any revenues generated by the Project, which are used to operate and maintain the utility system in the typical manner of a local public utility in Kentucky.

SECTION 2 - OBLIGATIONS OF THE AUTHORITY

The Authority covenants and agrees, conditioned upon the timely performance by the Grantee of its respective obligations, to undertake the following obligations:

A. The Authority shall review and approve Project related documentation provided by the Grantee. Once the Project is under construction, the Authority shall review requests for payment submitted for payment of costs of the Project. Any deficiencies found in said requests will be reported immediately to the Grantee. If there are no deficiencies in said requests or deficiencies have been resolved satisfactorily by the Grantee, the Authority will approve the requests and disburse grant funds to the Grantee in an amount not to exceed, cumulatively, the approved grant amount for the Project.

B. The Authority will communicate and cooperate with the Grantee to best assist the Grantee in meeting its obligations set out in this Agreement.

SECTION 3 - OBLIGATIONS OF THE GRANTEE

The Grantee covenants and agrees to undertake the following obligations:

A. The Grantee shall complete and submit executed copies of all required Exhibits to the Authority, in accordance with the Conditional Commitment Letter instructions.

B. The Grantee may consider utilizing the option for partial funding set out in Section 6, below. Over the course of the acquisition and construction of the Project, the Grantee shall provide such status reports as may be requested by the Authority, and once the Project is under construction submit periodic requests for payment to the Authority accompanied by copies of invoices for costs incurred in accordance with the Authority's standard draw-down request format.

C. The Grantee shall perform and/or cause to be performed all necessary acts consistent with all federal and state labor and procurement laws in connection with the planning, design, acquisition and construction of the Project, including: the proper procurement of land, easements and rights of way; professional services, including but not limited to architectural and engineering services; construction contractor(s) services; and the acquisition of necessary equipment and/or materials.

D. The Grantee shall obtain and keep on file all required permits, licenses and approvals from the appropriate federal, state, and/or local governmental agencies prior to starting construction of the Project.

E. The Grantee shall comply with all applicable federal and state statutes, executive orders, regulatory requirements, and policies relating to the planning and construction of the Project.

F. The Grantee shall cooperate fully with the Authority and provide any documentation requested by the Authority in order to facilitate completing the obligations set out in this Agreement.

G. The Grantee will proceed expeditiously to complete the Project in accordance with the approved final engineering plans and specifications or amendments thereto, prepared by the Project Engineer for the Grantee, if required and as approved by the Authority and other state and federal agencies, as appropriate.

H. The Grantee agrees that throughout the reasonable life of the infrastructure facilities developed under the Project it will retain ownership of, operate, and maintain these facilities, and all appurtenances thereto, keeping them in good and sound repair and good operating condition at its own expense so that the completed Project will continue to provide the services for which it was designed. Change of ownership or disposal of the Project facilities during their useful life may occur only with written approval of the Authority.

I. If the Grantee is a local unit of government, city or county, and determines that it is in the best interest of its citizens, it may enter into a memorandum of agreement with a Kentucky corporation to serve as its agent for the implementation and long-term operation and management of the Project, subject to the Agreement. The form and content of such a memorandum of agreement is subject to the prior approval of the Authority.

J. General Compliance with all Duties. The Grantee shall faithfully and punctually perform all duties with reference to the System required by the American Rescue Plan Act of 2021, and by the terms and provisions of the Act, and this Assistance Agreement.

K. Further Covenants under the American Rescue Plan Act of 2021. The Grantee shall comply with all further requirements or conditions which may arise from time to time in order to assure compliance with the American Rescue Plan Act of 2021, including but not limited to the following:

1. Records Retention. The Grantee shall provide to the Authority access to all records related to the Project for review in determining compliance with this Agreement and all applicable laws and regulations, including the American Rescue Plan Act of 2021/Coronavirus State Fiscal Recovery Fund. The Grantee shall retain all records, including all invoices, relating to the Project for five (5) years after full execution of the Certificate of Completion.

2. Single Audit Requirements. Grantees that expend more than $750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Grantees may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.

3. Civil Rights Compliance. The Grantee is required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the U.S. Department of the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

L. General. The Grantee shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Grantee under the provisions of the American Rescue Plan Act of 2021 and this Assistance Agreement in accordance with the terms of such provisions.

SECTION 4 - MUTUALITY OF OBLIGATIONS

A. The parties agree that the funds granted by the Commonwealth to the Grantee are to be used solely for the purposes of the acquisition and construction of the Project. Further, the parties agree that the obligations imposed upon them are for their respective benefit and the timely fulfillment of the obligations set herein are necessary for the Project.

B. Except as may otherwise be provided herein, the parties to this Agreement shall be solely responsible for any incidental costs incurred in fulfilling their respective obligations under this Agreement and neither party shall have any claim against the other party for reimbursement of incidental costs whether or not a party is in default.

SECTION 5 - TERMS OF AGREEMENT

A. This Agreement shall be valid only after both parties have duly signed and provided the executed document to the other.

B. This Agreement may be terminated by either party at any time for cause and may be terminated by either party without cause upon 30 days written notice to the other party. Termination of this Agreement shall not diminish or in any other manner affect any other remedy that may be available to the parties for any breach of the Agreement that occurs prior to the termination.

C. If, after execution of this Agreement, additional financial assistance is found to be required for the acquisition and construction of the Project and the required additional assistance does or does not become available to the Grantee from any source, the Project may be modified so long as any change in scope and budget is mutually agreed to by the parties to this Agreement, and clearly documented in a revision of the Project Budget within the Project Profile.

SECTION 6 - ADVANCE FUNDING FOR PROJECT PLANNING AND DESIGN

A. The Grantee may request, in writing, that a portion of the grant funds be disbursed prior to Project bidding to pay up to 50% of the budgeted engineering fee for Project planning and design to the Project Engineer to expedite submission of the Project plans and specifications for review by the Kentucky Division of Water. The balance of the budgeted engineering fee for project planning and design may be paid only after approval of the plans by the Kentucky Division of Water.

B. It is specifically understood and agreed by the Grantee in the event that the Project has not been advertised for bids within twenty-four (24) months from the date of

signing of this Agreement, for whatever reason, any funds disbursed for Project planning and design are subject to full and immediate repayment by the Grantee to the Authority.

C. No funds shall be released under this Section until the requirements of Exhibits 1 through 7 of this Agreement have been completed.

SECTION 7. - EVENTS OF DEFAULT AND REMEDIES.

Section 7.1. Events of Default Defined.

The following will be "Events of Default" under this Agreement and the term "Event of Default" or "Default" will mean, whenever it is used in this Agreement, any one or more of the following events:

A. Any unauthorized or improper expenditure of funds by the Grantee, or expenditure of funds by the Grantee other than in accordance with the terms of this Agreement.

B. Failure by the Grantee to observe or perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subsection (A) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied will have been given to the Grantee by the Authority unless the Authority agrees in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Authority will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Grantee within the applicable period and diligently pursued until such failure is corrected.

C. The dissolution or liquidation of the Grantee, or the voluntary initiation by the Grantee of any proceeding under any federal or Kentucky law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the Grantee of any such proceeding which remain undismissed for sixty (60) days, or the entry by the Grantee into an agreement of composition with creditors or the failure generally by the Grantee to pay its debts as they become due.

D. A default by the Grantee under the provisions of any agreements relating to its debt obligations.

Section 7.2. Remedies on Default.

Whenever any Event of Default referred to in Section 7.1 has occurred and is continuing, the Authority may, without any further demand or notice, take one or any combination of the following remedial steps:

A. Declare this Agreement void from the beginning without further obligation to the Grantee and may commence appropriate legal action to enforce its rights under this Agreement including action for recovery of funds expended hereunder.

B. Terminate any remaining grant payments to the Grantee.

C. Exercise all the rights and remedies of the Authority set forth in the Act.

D. Take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Agreement.

E. Submit a formal referral to the appropriate federal agency.

Section 7.3. No Remedy Exclusive.

No remedy herein conferred upon or reserved to the Authority is intended to be exclusive, and every such remedy will be cumulative and will be in addition to every other remedy given hereunder and every remedy now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power and any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 7.4. Consent to Powers of Authority Under Act.

The Grantee hereby acknowledges to the Authority its understanding of the provisions of the Act, vesting in the Authority certain powers, rights and privileges in respect of the Project upon the occurrence of an Event of Default, and the Grantee hereby covenants and agrees that if the Authority should in the future have recourse to said rights and powers, the Grantee shall take no action of any nature whatsoever calculated to inhibit, nullify, void, delay or render nugatory such actions of the Authority in the due and prompt implementation of this Agreement.

Section 7.5. Waivers.

In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

Section 7.6. Agreement to Pay Attorneys' Fees and Expenses.

In the event that either party hereto defaults under any of the provisions hereof and the non-defaulting party employs attorneys or incurs other expenses for the enforcement of

performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will pay on demand therefor to the non-defaulting party the fees of such attorneys and such other expenses so incurred by the non-defaulting party.

SECTION 8 - MISCELLANEOUS PROVISIONS

A. The Grantee may sign this Agreement electronically via a program subject to the approval by the Authority, or manually on a paper copy that is scanned to the portable document format (.pdf) and emailed to the Authority. Transmittal of all other correspondence or documentation, including the required Exhibits identified in the Attachment shall be scanned and attached as a file to email. The Authority and the Grantee, working through the Project Administrator, shall assist each other in securing and maintaining a complete, current Project document file for reference, records, and audit purposes.

B. The headings set forth in this Agreement are for convenience and the terms contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

C. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successor and assigns, respectively, of the parties. Except for the limited use of a memorandum of agreement (as provided in Section 3 herein), this provision shall not be construed to permit an assignment by any party of any of its rights and duties under this Agreement which assignment shall be prohibited except with the prior written consent of the parties hereto.

D. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and may be modified only by a written instrument duly executed by each of the parties hereto.

E. Timely and accurate performance of all actions by the respective parties are mutually recognized by the parties of this Agreement to be of importance to the citizens of the Commonwealth generally, and particularly to those citizens directly affected by the Project.

F. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

G. The Authority may audit or review all documentation and records of the Grantee relating to this Project pursuant to the provisions of Section 45A.150 of the KRS or any other applicable federal or state law.

H. The Grantee agrees that the Authority, 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 documentation or evidence, which are directly pertinent to this Agreement for the purpose of financial audit or program review.

Furthermore, any books, documents, papers records, or other evidence provided to the Commonwealth, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission, which are directly pertinent to this 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 this 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 was providing the services.

I. During the performance of this contract, the Grantee agrees to the following Appendix II to 2 CFR Part 200 contract provisions, as amended:

Equal Employment Opportunity

1. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee 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:

    a. 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.
    b. The Grantee 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.
    c. The Grantee 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.

d. The Grantee 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.
e. The Grantee 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.
f. The Grantee 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.
g. In the event of the Grantee'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.
h. The Grantee 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 Grantee 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.

Contract Work Hours and Safety Standards Act

All contracts that are in excess of $100,000 and involve the employment of mechanics or laborers must include provisions requiring compliance with the Contract Work Hours and Safety Standards Act as follows:

1. Overtime requirements: No contractor or subcontractor contracting for any part of the Agreement 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. The Grantee 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.

Clean Air Act

1. The Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Grantee agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

3. The Grantee agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funding.

Federal Water Pollution Control Act

1. The Grantee agrees to 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.
2. The Grantee agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
3. The Grantee agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funds.

Debarment and Suspension

Contracts shall not be awarded to parties listed on the governmentwide exclusions in the System for Award Management (SAM) listed at www.sam.gov.

Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officials as of the day and year above written.

KENTUCKY INFRASTRUCTURE AUTHORITY

By: _____
Sandy Williams, Executive Director

Date: _____

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Authorized Official

Print Name: Linda Gorton

THIS AGREEMENT HAS BEEN EXAMINED BY:

By: _____
LEGAL COUNSEL TO THE KENTUCKY INFRASTRUCTURE AUTHORITY

CWP GRANT CONDITIONS – COMPLIANCE FORMS & EXHIBITS

Note A: Exhibits 1 through 3 must be completed, scanned, and emailed to the Authority on or before the date the Grantee signs the Conditional Commitment Letter. The Conditional Commitment Letter may be signed electronically or manually, then scanned and emailed to the Authority.

Exhibit 1 Notification to the Authority of completed Review / Update of Project Profile

Exhibit 2 Confirmation of Grantee Vendor Number – via KY Finance Cabinet Application

Exhibit 3 Copy of the Transparency Act Reporting Information Form

Note B: Upon receipt of the signed Conditional Commitment Letter and the Authority's verification of Exhibits 1-3, the Authority will forward to the Grantee the Grant Assistance Agreement. The Grantee should proceed to complete Exhibits 4 through 7, scan and send each Exhibit to the Authority by email; and then the Authorized Official may sign the Assistance Agreement, either electronically or by scanning and send attached to email.

Exhibit 4 A) Grantee Resolution (Accepting Grant, Approving Agreement, Amending Budget, Designating an Authorized Official)
B) Certificate of Recording Officer

Exhibit 5 Opinion of Legal Counsel Relating to the Grantee Resolution

Exhibit 6 A) Copy of the Engineering Services Contract; and
B) Grantee & Engineer Fee Confirmation

Note C: The Grantee may request 50% of the engineering design fee (as budgeted in the Project Profile) at this point and may request the balance of the engineering design fee once Exhibit 8 has been sent to the Authority.

Exhibit 7 Copy of the Kentucky eClearinghouse Endorsement Letter with Comments.

Exhibit 8 Copy of the DOW Approval Letter of Project Engineering Plans & Specifications.

Exhibit 9 Copy of the bid package signed by (A) Engineer, (B1) Authorized Official, and (B2) Title Attorney, as appropriate.

Exhibit 10 Certification Regarding Utility Accounting, Cost-Based Rates and Auditing.

Exhibit 11 Certificate of Project Completion.

Attachment A

Older Americans Act

In relation to this contract, the Second Party agrees to perform the following specific and additional functions described with particularity in this attachment for the Title III Program which is subscribed by the parties for identification and made a part hereof as if fully incorporated herein:

1. Perform the functions described with particularity in the Second Party's approved Request for Proposal which is hereby made a part hereof as if fully incorporated herein and is kept on file at the Bluegrass ADD's office in Lexington, Kentucky:

2. Complete the objectives for FY '25 as set forth on the Service Delivery/Budget Back page hereto attached.

3. Submit monthly expenditure reports no later than the **8th of every month beginning August 8th** on the form(s) prescribed by the Bluegrass ADD. **Must match units reported in State Database System.**

4. **Enter all service units into the State Database System by the 5th of the month.**

5. **All invoice corrections must be submitted back to BGADD within 1 business day of notification of needed correction.**

6. **Assure that Senior Center Directors or appropriate staff attend required meetings and training, including Program Director meetings, conducted by or sponsored by the Bluegrass Area Agency on Aging.**

7. The Second Party's fees and expenses relative to the performance of the functions heretofore described shall not exceed the Federal/State amounts as shown in the Title III budgets hereto attached. Expenditures in excess of the attached amounts will be borne by Program Income and additional local funds.

   The amount of local funds required will be computed as follows:

   For Supportive Services, Congregate Meals, Home Delivered Meals : Expenditures will consist of **85%** of Federal monies and **15%** State monies, local monies and/or Second Party in-kind until the maximum amount of Federal/State is accessed. Thereafter, expenditures will consist of Program Income, local monies and/or appropriate in-kind. **Note: Program Income may not be used to meet the 15% match required.**

   Failure of the Second Party to provide required local resources may result in proportionate reduction of Federal funds. The matching requirement must be met through provision of State funds, local cash, and/or Second Party In-kind contributions.

Attachment B

Older Americans Act

In relation to this contract, the Second Party agrees to perform the following specific and additional functions described with particularity in this attachment for the Title III Program which is subscribed by the parties for identification and made a part hereof as if fully incorporated herein:

1. Perform the functions described with particularity in the Second Party's approved Request for Proposal which is hereby made a part hereof as if fully incorporated herein and is kept on file at the Bluegrass ADD's office in Lexington, Kentucky:

2. Participate and support BGAAAIL efforts in the following:
    a. Ensure 75% of homebound seniors will be offered an evidence-based physical activity program annually
    b. Senior Centers will offer at minimum one smoking cessation intervention annually
    c. Reduce the number of seniors reporting social isolation by 3 percent through the use of evidenced-based interventions during fiscal year
    d. Increase private pay, cost share, and voluntary contributions by 20% each fiscal year
    e. All staff who interact with citizens must receive training from the Office of Dementia Services
    f. Support BGAAAIL in efforts to expand opportunities for transportation organizations (for-profit and nonprofit) to further develop transportation options for vulnerable populations and underserved areas through quarterly community meetings to discuss transportation for the elderly and their caregivers
    g. Ensure all staff participate in the Senior Center Community College training and provide documentation that all staff have attended
    h. Provide documentation that all staff and volunteers have received training on preventing, identifying, and reporting abuse, neglect, and exploitation of older adults
    i. Ensure that each client has an individual disaster plan documented in the State Reporting System.

ATTACHMENT C
Certification Regarding
Drug-Free Workplace Requirements (Grants)
Alternative I for Grantees Other Than Individuals

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle V; 41 U.S.C. 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose. The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PAGE 2)

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (Check One)

ALTERNATE I - For applicant/grantees other than individuals:

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about::

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later then five (5) calendar days after such conviction;

(e) Notifying the agency within ten calendar days after receiving notice under subparagraph (d) (2), from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

PLACE OF PERFORMANCE (Street address, city, county, state, zip code)

195 Life Lane, Lexington, Fayette, KY 40502

_____ Check if there are workplaces on file that are not identified here.

Lexington-Fayette Urban County Government	Lexington Senior Citizen Center
Organization Name	Award Number or Project Name

Linda Gorton, Mayor

Name and Title of Authorized Representative

Linda Gorton

Signature Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the grantee is providing the certification set out on pages 1 and 2.

2. The certification set out on pages 1 and 2 is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known they may be identified in the grant application. If the grantee does not identify the workplace at the time of application, or upon award, if there is no application, the grantee must keep the identify of the workplace(s) on file in its office and make the information available for Federal inspection.. Failure to identify all known workplaces constitutes a violation of the grantee's drug free workplace requirements.

4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

5. If the workplace identified to the agency changes during the performance of the grant, the granteeshall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).

6. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

   "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

   "Conviction" means finding a guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes:

   "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or position of any controlled substance;

   "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (1) all "direct charge" employees; (II) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and , (III) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of sub-recipients or subcontracts in covered workplaces).

Master Contract
Buyer Name: Bluegrass Area Agency on Aging
July 1, 2024 –June 30, 2025

FIRST PARTY:

BLUEGRASS AREA DEVELOPMENT DISTRICT

Celeste Robinson, Director of Aging

SECOND PARTY:

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT : DBA LEXINGTON SENIOR CITIZENS CENTER

Linda Gorton
(Authorized Signature)

Linda Gorton, Mayor
(Typed Name and Title

Contract: AS-2024-2025
Date: July 1, 2024

PROGRAM ADMINISTRATION CONTRACT

THIS AGREEMENT, made and entered as of the 1st day of July, 2024, by and between the BLUEGRASS AREA DEVELOPMENT DISTRICT, hereinafter referred to as the BLUEGRASS ADD, and

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT : DBA LEXINGTON SENIOR CITIZENS CENTER

195 LIFE LANE, LEXINGTON, KY 40502

hereinafter referred to as the SECOND PARTY,

WITNESSED THAT:

WHEREAS THE BLUEGRASS ADD, in the exercise of its lawful duties, has determined upon the necessity for the performance of the following functions, briefly described as:

(1) Administration of the TITLE III Grant from the United States Department of Health and Human Services (DHHS), Administration for Community Living pursuant to the Older Americans Act of 1965, as amended.

Title Page

For

Sub-recipient - FY25 Title III, Homecare, SHIP, Title VII, Ombudsman, NSIP, Title IIIC Elder Nutrition Program Management

Memorandum of Agreement

Between a State Agency, Other Governmental Body, Political Subdivision, an Entity Qualified as Nonprofit under 26 U.S.C. sec.501(c)(3), or an Entity designated as For- profit

Issued by

The Bluegrass Area Development District
Area Agency on Aging & Independent Living

SOLE POINT OF CONTACT

Celeste Robinson
Contract Specialist
699 Perimeter Dr.
Lexington, KY 40517
Telephone: 859-269-8021
E-mail: crobinson@bgadd.org

SUBRECIPIENT Memorandum of Agreement Terms and Conditions

This Memorandum of Agreement (MOA) is entered into, by and between the Bluegrass Area Development District/Area Agency on Aging and Independent Living (BGADD/AAAIL) and Title III, Homecare, SHIP, Title VII, Ombudsman and NSIP (Contractor) to establish an agreement for Services. The initial MOA is effective from July 1,2023 through June 30,2024.

SECTION 1-ADMINISTRATIVE OVERVIEW

1.00-Purpose and Background

The Bluegrass Area Development District/Area Agency on Aging & Independent Living has determined there is a necessity to enter into an agreement for the administration of the Title III, Homecare, SHIP, Ombudsman, and Title VII, Grant, from the United States Administration for Community Living (ACL), Administration on Aging (AOA), pursuant to the Older Americans Act of 1965 (OAA), as amended, KRS 205.204,KRS 205.455-470, 910 KAR Chapter 1, 910 KAR 1:180 and KRS 13B for the counties within the Bluegrass Area Development District (BGADD). Title III is comprised of the following programs: Supportive Services, Congregate Meals, Home Delivered Meals, Disease & Health Promotion, Legal Services, National Family Caregiver Support (NFCSP), and Long-Term Care Ombudsman. Homecare Program is a State General Funded program.

The Bluegrass Area Development District/Area Agency on Aging & Independent Living, in accordance with Section 4360 of the Omnibus Budget Reconciliation Act of 1990 has determined there is a necessity to enter into an agreement to administer a grant from United States Department of Health and Human Services (HHS), Administration for Community Living (ACL), Department for Aging and Independent Living (DAIL) for the provision of a State Health Insurance Assistance Program (SHIP), providing health information, counseling and assistance to eligible persons within the BGADD.

1.01-Issuing Office

The Bluegrass Area Development District is issuing this Contract on behalf of the Bluegrass Area Agency on Aging & Independent Living. The BGADD/AAAIL is the only office authorized to change, modify, amend, alter, or clarify the specifications, terms and conditions of this Contract.

1.02-Communications

The Contract Specialist identified on page 1 is the point of contact for communications concerning contract issues.

1.03-Terminology

For the purpose of this Contract, the following terms may be used interchangeably:

- Vendor: Contractor, Offeror, The Second Party, Proposer

- Contract Specialist: Buyer, Purchaser, Contract Officer

- RFP, Solicitation, RFQ or offer

- Bid, Proposal, or Offer

- Bluegrass Area Development District or BGADD

- Bluegrass Area Agency on Aging and Independent Living, or BGAAAIL

- Commonwealth of Kentucky: Commonwealth, State

- Department for Aging and Independent Living, or DAIL

- Kentucky Cabinet for Health and Family Services, Cabinet for Health and Family Services, or CHFS

- Fiscal Year will be defined as the BGADD fiscal year: July 1 through June 30

- Biennium will be defined as the Commonwealth biennium: July 1 of each even numbered year through June 30 of the next even numbered year.

1.04-Organization

This Contract is organized in the following manner:

Section 1-Administrative Overview

Section 2-Scope of Services

Section 3-Pricing/Invoicing

Section 4-BGADD General Terms and Conditions

Section 5-Federal Requirements

Finance Terms and Conditions of the Contract

1.05-Definitions/Acronyms

1. "AAAIL" means the Area Agency on Independent Living which resides within the Area Development District .

2. "ACL" means Administration for Community Living.

3. "Access Services" means services including transportation, health services (including mental and behavioral health services), outreach, information and assistance (which may include information and assistance to consumers on availability of services under part B and how to receive benefits under and participate in publicly supported programs for which the consumer may be eligible), and case management services.

4. "ADA" means Americans with Disabilities Act

5. "ADD" means Area Development District

6. "Advertising costs" means the cost of advertising media (and corollary administrative costs). Advertising media include magazines, newspapers, radio and television programs, direct mail, exhibits, and the like.

7. "Advocacy" means action taken on behalf of an older person to secure his or her rights or benefits. Advocacy includes receiving, investigating, and working to resolve disputes or complaints; assistance with housing issues; and how to write letters and talk to people about their issues. This does not include services provided by an attorney or person(s) under the supervision of an attorney.

8. "Agency" means the ADD, an entity designated by the Commonwealth to administer, at the local level, the programs funded by the Older Americans Act of 1965, as amended, pursuant to KRS 205.20 and 910 KAR 1:170 Section 1 (2).

9. "Aging and Disability Resource Center" or "ADRC" means a program which provides access to long-term care options by using a wide range of community resources.

10. "Assessment" means the collection and evaluation of information about a person's situation and functioning to determine the applicant or recipient service level and development of a plan of care utilizing a holistic, person-centered approach by a qualified individual in accordance with 910 KAR 1:170 Section 1(3).

11. "Assisted Transportation" means a one-way trip to accompany an eligible person who requires assistance for safety or protection to or from his or her physician, dentist, or other necessary service pursuant to 910 KAR 1:170 Section 1(4).

12. "Back-up documentation" includes but is not limited to documents that include evidence of a financial transaction, such as debit/credit memos, invoices, receipts, orders, vouchers, account reports/ledgers, cancelled checks which shall be submitted with all invoices.

13. "CHFS" or "Cabinet" means the Cabinet for Health and Family Services per KRS 205.204.

14. "Case Management" means a process, coordinated by a case manager, for the linking of a client to appropriate, comprehensive, and timely home or community based services as identified in the plan of care by planning, referring, monitoring, advocating and following the timeline of the assessment agency to obtain service level and development of the plan of care pursuant to 910 KAR 1:170 Section 1(5).

15. "Case Manager" means the individual employee responsible for case management including coordinating services and supports from all agencies involved in providing services required by the plan of care, ensuring that all service providers have a working knowledge of the plan of care and ensuring that services are delivered as required pursuant to 910 KAR 1:170 Section 1(7).

16. "Cash and Counseling" means a range of services provided or paid for through allowance, vouchers, or cash which are provided to the client so that the client can obtain the supportive services which are needed.

17. "Certification" means the official notification by the Kentucky Long-Term Care Ombudsman that the local Long-Term Care Ombudsman individual staff are qualified and acceptable to function in that capacity as defined in 910 KAR 1:210 Section 1 (4).

18. "Certified Ombudsman" means a person who has received thirty-six (36) hours of formal training from state approved curriculum regarding the Ombudsman program and has received certification by the Kentucky Long-Term Care Ombudsman.

19. "CMS" means the Centers for Medicare and Medicaid Services

20. "Counseling" means advisory services conducted by a certified or licensed professional or someone who has had approved training but not board certified to advise and enable the older person and their family to resolve problems or to relieve temporary stresses encountered by their family.

21. "DAIL" means the Department for Aging and Independent Living which shall serve as the state unit on aging as designated by the Administration on Community Living under the Older Americans Act (OAA)

22. "Disaster" means floods, tornadoes, earthquakes, droughts, extreme heat/cold, fires, chemical spill, power outages in excess of 10 hours, ice storm, severe thunderstorms, wind, or hail storms, contaminated water, pandemics flu, nuclear war, radioactive waste leaks, snow storm, public health emergency, terrorist attacks, accidents, or explosions which result in a halt or temporary discontinuation of services.

23. "Disease Prevention and Health Promotion" means services which include health screenings and assessments; organized physical fitness activities; evidence-based health promotion programs; medication management; home injury control services; and/or information, education, and prevention strategies for chronic disease and other health conditions that would reduce the length or quality of life of the person sixty (60) or older.

24. "District" means Area Development District pursuant to KRS 205.455(4).

25. "District Long-Term Care Ombudsman" or "DLTCO" means the individual certified by the Kentucky Long-Term Care Ombudsman to implement the Ombudsman provisions of the approved contract agency as defined in 910 KAR 1:210 Section 1 (10).

26. "Education" means providing formal or informal opportunities for older individuals to acquire knowledge, experience, or skills.

27. "Emergency Meals" means meals furnished during inclement weather conditions, power failure, or any disaster that may cause isolation or create a special need pursuant to 910 KAR 1:190 Section 6.

28. "Evidence-based" means criteria required to implement Title III-D funded activities as specified by the ACL and approved by DAIL.

29. "Facility" means a Personal Care Home, Family Care Home, Nursing Home, Skilled Nursing Home, Assisted Living Community and Intermediate Care Facility (ICF) and has the same meaning as "long-term care facility" as defined in KRS 216.515.

30. "First-tier (Tier I) subcontract" means a subcontract awarded directly by the District ADD for the purpose of acquiring goods, services, supplies, components, or other items for performance of a contract.

31. "Frail" means functionally impaired in the performance of two (2) activities of daily living, three (3) instrumental activities of daily living, or a combination of one(1)- activity of daily living and two (2) instrumental activities of daily living as defined in 910 KAR 1:180 Section 4(1)(c).

32. "Friendly Visiting" means physically interacting, providing a social connection, and companionship with a client to offer comfort or assistance.

33. "Homecare Program" means a program that offers in-home support and services to individuals 60 years of age and over who have functional disabilities and are at risk of long-term institutional placement. Services include personal care, homemaker, home health aide, home delivered meals, home repair, chore, respite, escort, and assessment as defined in 910 KAR 1:180 Section 1 (11)(b).

34. "Information and Assistance" means a service for individuals that provides current information about services available within the community as defined in 910 KAR 1:170 Section 1(13).

35. "In-home Services" means (a) Homemaker and home health aides; (b) friendly visiting and telephone reassurance; (c) chore maintenance; (d) in-home respite care for families, including adult day care as a respite service for families; and (e) minor modification of homes (also known as home repair in accordance with KRS 205.455(11)) that is necessary to facilitate the ability of older individuals to remain at home, and that is not available under other programs, except that not more than $150 per client may be expended under this part for such modification pursuant to 45 CFR 1321.3, 910 KAR 1:170, Section 1, and the DAIL Taxonomy.

36. "Justification" means a written reason, fact, circumstance, or explanation that justifies or defends a change.

37. "Legal Assistance" means legal advice and representation by an attorney or counseling or other appropriate assistance by a paralegal or law student under the supervision of an attorney.

38. "NCI-AD" means National Core Indicators – Aging and Disability.

39. "Older Americans Act" or "OAA" means the Older Americans Act of 1965 as amended.

40. "OAAPS" means Older Americans Act Performance System.

41. "OEP" means Open Enrollment Period.

42. "Outreach" means interventions with individuals initiated by an agency or organization for the purpose of identifying potential clients or their caregivers and encouraging their use of existing services and benefits as defined by 910 KAR 1:170 Section 1(19).

43. "Performance Measures" means requirements by the contract to evaluate the outcomes, performance and effectiveness of the program. All deliverables are considered as a performance measure.

44. "Person centered planning" means an individualized planning process that is led by the participant, is timely, occurs at times and locations of convenience to the individual, and offers informed choice, defined as choosing from options based on accurate and thorough knowledge and understanding, to the individual regarding the services, and supports they receive and from whom.

45. "Personal Care" means providing assistance for persons with the inability to perform one or more activities of daily living.

46. "Public Information" means the provision of information, assistance or outreach to a group of individuals including contact with several current or potential client/caregivers.

47. "Public relations" includes community relations and means those activities dedicated to maintaining the image of the governmental unit or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.

48. "Recreation" means the provision of activities which foster the health or social well-being of individuals through social interaction.

49. "Respite" means care provided to an older person by a caregiver for a designated time period due to the absence or need for relief of those normally providing care.

50. "RFP" means Request for Proposal.

51. " State Reporting System" means the database required by the department for program data collection.

52. "Second-Tier (Tier II) subcontract" means a subcontract awarded by a first-tier subcontractor for the purpose of acquiring goods, services, supplies, components, or other items for performance of a contract.

53. "Senior Center Services" means the provision of activities that foster the health or social well-being of individuals through social interactions and leisure as defined in 910 KAR 1:170 Section 1(23).

54. "Service Level" means the minimum contact required through face-to-face visits and telephone calls by the case manager or social service assistant as defined in 910 KAR 1:170 Section 1(24).

55. "SHIP" means State Health Insurance Assistance Program which provides information and assistance to Kentuckians in reference to Medicare benefit assistance and other issues.

56. "Supplemental Services" means services provided on a limited basis through Title IIIE to complement the care provided by grandparents or caregivers. Examples of supplemental services include, but are not limited to, home modifications, assistive technologies, emergency response systems, and incontinence supplies pursuant to the OAA, Part E, Section 373(b)(5).

57. "Supplies" shall include but is not limited to the following in-home items: incontinent supplies, support hose, nutrition supplements, hearing aid batteries, and glasses.

58. "SOP" means Standard Operating Procedure.

59. " STARS" means SHIP tracking and Reporting System.

60. "Telephone Reassurance" means providing a wellness check by phone with the agreement of the individual in accordance with 910 KAR 1:170 (27).

61. "Third party in-kind contributions" means the value of non-cash contributions (i.e., property or services) that benefit a federally assisted project or program and are contributed by non-Federal third parties, without charge, to a non-Federal entity under a Federal award in accordance with 2 CFR 200.96.

62. "Title III" means programs under Title III of the Older Americans Act of 1965 as amended.

63. "Title III Administration" means administration of the programs for elderly Kentuckians under Title III of the Older Americans Act of 1965 as amended.

64. "Title III-B Supportive Services" means a service to provide community support to people age 60 years and older pursuant to the OAA as amended.

65. "Title III-B Ombudsman" means a program that advocates for the health, safety, welfare, and rights of long-term care residents pursuant to the OAA as amended.

66. "Title III-C1 Congregate Meals" means a meal provided to a qualified individual in a congregate or group setting pursuant to 910 KAR 1:190 Section 1 (6).

67. "Title III-C2 Home Delivered Meals" means a meal provided to a qualified individual in his or her place of residence pursuant to 910 KAR 1:190 Section 1 (14).

68. "Title III-D Disease Prevention and Health Promotion" means a service providing evidence-based disease prevention and health promotion programs to people 60 and older pursuant to the OAA as amended.

69. "Title III-E Caregiver Program" means the NFCSP which assists families to fulfill their roles as caregivers, pursuant to the OAA as amended.

70. "Transportation" means transporting an individual from one location to another.

71. "Upon Request" means 1 business day for requests made in writing and within 1 hour for an onsite visit.

72. "Waiting List" means a formal list of persons determined eligible, and not yet receiving services.

SECTION 2-SCOPE OF SERVICES

2.00-Services Required

The Older Americans Act (OAA) directs each state to develop a comprehensive and coordinated network of providers who can offer services, opportunities, and protections for older Americans to help them maintain health and independence and to be able to continue to function as a part of their community.

Title III of the OAA authorizes funding to state units on aging (SUA) which designate and make funds available to area agencies on aging (AAA) in their states. The SUA in Kentucky is the Department for Aging and Independent Living (DAIL). As authorized by section 305 of the OAA, Kentucky has designated the area development districts to be the area agencies on aging. AAAs identify local needs and fund local services to support older persons and caregivers in their service area. OAA funds are to be used to expand the range of community-based programs and services designed to maintain the independence of older persons in a home environment, to support caregivers, to fill gaps in existing services and to contribute to the development of a comprehensive and coordinated system of services.

Administration of the Nutrition Services Incentive Program (NSIP) cash in-lieu of commodities program, in accordance with Section 311 Older Americans Act of 1965, as amended.

Kentucky has established funding to support, through state dollars homecare, and nutrition programs for older adults – 910 KAR 1:180 and 910 KAR 1:190.

2.01 Deliverables

a) Administrative and Financial

1) Utilize the state reporting system to record data on participants on the waiting list.

2) Submit a correct budget for all programs to BGADD by the deadline provided upon receiving fiscal year allocations.

3) Ensure all invoices with supporting documentation are submitted by the 8th day of each month by 4:30 p.m., Eastern Standard Time or the next business day if the 8th falls on a weekend day or a state holiday. Any corrections to the invoice must be returned to BGADD within 1 business day of notification a correction is needed.

4) Ensure ninety-nine percent (99%) of state funds shall be expended by June 30th.

A) 25% of all funds should be expended by the end of each quarter. Within 14 days of the end of each quarter, if 25% of funds have not been expended, the Contractor shall contact BGADD to discuss any issues and plans for spending the funds.

5) Provide local match equal to or greater than the amount in effect during the prior fiscal year.

6) Distribute client satisfaction surveys to measure outcomes and satisfaction. Client Satisfaction Surveys results must be submitted to BGADD/AAAIL by May 30th, 2025.

7) Provide documentation that all staff and volunteers have received training on preventing, identifying, and reporting abuse, neglect, and exploitation of older adults annually.

8) Provide documentation that all staff and volunteers have received training on Diversity/Equity and Inclusion annually.

9) Provide documentation of homemaker training.

10) Provide documentation at monitoring of sixteen (16) hours of training for case managers.

11) Submit the top three (3) findings of Homecare internal monitoring on October and April 1st of the current year and the actions taken to correct them.

12) Provide documentation that agency staff who interact with citizens have received training from the Office of Dementia Services

13) Ensure that all Senior Center staff participate in the Senior Center Community College training and provide documentation that all staff have attended.

14) Maintain a resilient, disaster ready network by updating the county disaster plans annually and submit to BGAAAIL.

15) 75% of homebound seniors will be offered an evidence-based physical activity program annually.

16) 90% of Senior Centers will offer one smoking cessation intervention annually.

17) Reduce number of seniors reporting social isolation by 3 percent through the use of evidence-based interventions each fiscal year.

18) Increase private pay, cost share, and voluntary contributions by 20% each fiscal year.

19) Ensure that effective communication is established through the use of American Sign Language (ASL) Interpreters, adaptive equipment, or other means to meet the requirements of the ADA is available to individuals who need the accommodation.

20) Title III Contractors, ensure representatives are appointed to the BGADD/AAAAIL Advisory Council and they attend at least 75% of the meetings.

21) Title III Contractors, ensure at minimum two (2) approved Title IIID evidenced based programs will be conducted in each Senior Center annually.

22) Ensure that all client information is updated annually in the state reporting system.

23) Ensure that all consumers are provided with local information and assistance while waiting for services.

24) Ensure that each client has an individual disaster plan documented in the state reporting system.

25) Ensure collaboration with local organizations to plan for shelters that can support older adults during disaster.

b) Services

1) Provide the number of services needed to the greatest number of recipients feasible in order to achieve the goals of the approved area plan.

2) Achieve and maintain a 90% accuracy rate on data collection for key demographic data elements annually.

3) If there is a difference +/- 10% in a category, a justification should be provided that adequately describes the circumstances that contributed to the difference. Justifications are used to identify trends, establish priorities, and plan for the future needs of the aging network and service recipients.

c) Title III-B Ombudsman

A) Ensure the resolution rate shall be seventy percent (70%) or higher each quarter. If the district program is not at 70%, the district program shall submit a plan to the Kentucky Long-Term Care Ombudsman and BGADD/AAAIL to increase the resolution rate for the next quarter.

B) Ensure that a Certified Ombudsman, at a minimum, attends at least one nursing facility resident council meeting annually for each long-term care facility that has a resident council established within the district.

C) Document training for new Certified Ombudsman staff or volunteers in the state reporting system. Documentation will show that 100% of Certification Training provided meets the minimum requirement of thirty-six (36) hours of Certification Training and two (2) hours for Friendly Visitors.

D) Provide continuing education training to Certified Ombudsman staff and volunteers to ensure volunteers are aware of ongoing developments and skills needed to maintain health, safety, welfare and rights of residents. District Programs will provide at a minimum, eighteen (18) of continuing education to Certified Ombudsman staff and volunteers and four (4) hours for Friendly Visitors and Advisory Council Members. These trainings may coincide with advisory council meetings. These activities shall be documented in the state reporting system.

d) Title III-E National Family Caregiver Support Program

A) Provide services in accordance with Title IIIE of the OAA and BGADD/AAAIL policy and procedure.

B) Each client will have a pre-determined allocation amount. Payments will not be made to the provider for any amount exceeding the pre-determined client allocation.

C) All clients must apply for services through the BGADD/AAAIL Aging and Disability Resource Center. Approved clients will have a completed service request and approval form. Without this signed form, no payment will be approved for services rendered.

D) Invoices must be submitted at least monthly and include the client's signature.

E) Provider will receive end of year invoicing deadlines in May. Payment will not be processed for any invoices received after the end of year deadline.

F) Provider should follow BGAAAIL's SOPs when operating the NFCSP

e) SHIP: State Health Insurance Assistance Program:

The SHIP grant is intended to strengthen the capability of States to provide all Medicare eligible individuals information, counseling, and assistance on health insurance matters. The grant from ACL helps ensure that States have a network of staff and volunteers to provide accurate and objective health insurance information and assistance in making informed health coverage decisions and understanding related rights and protections. The SHIP program shall provide the following:

A) Counseling and assistance to eligible individuals in need of health insurance; information including but not limited to:
   a. Information that may assist individuals in obtaining benefits and filing claims under Title XVIII and XIX of the Social Security Act.
   b. Policy comparison information for Medicare supplemental policies (as described in section 1882 (g)(1) of Social Security Act, as amended) and information that may assist eligible individuals with filing claims under such Medicare supplemental policies.
   c. Information regarding long-term care insurance.
   d. Information regarding Medicaid programs, including Medicare Savings Programs.
   e. Information regarding other types of health insurance benefits that may be provided to eligible individuals in the State.
   f. Information regarding all Medicare health insurance coverage options.

B) Counseling to individual beneficiaries unable to access other channels of information or needing and preferring locally based individual counseling services.

C) Systems of referral to appropriate Federal or State departments or agencies that provide assistance with problems related to health insurance coverage (including legal programs).

D) Promote awareness of provisions of the Patient Protection and Affordable Care Act, which include:
   a. Medicare prevention and wellness benefits;
   b. Fraud prevention and awareness initiatives; and
   c. Durable Medical Equipment, Prosthetics, Orthotics and Supplies (DMEPOS), and Competitive Bidding Program.

E) Participate in the Health Insurance Marketplace as follows:
   a. When needed, SHIP Staff should refer individuals to other appropriate programs and services including Navigators, Certified Application Counselors, partners, and federal and state resources.
   b. To serve individuals who are dually eligible for Medicare and Medicaid, SHIP staff should be trained on changes to their state's Medicaid programs, in order to provide accurate counseling.

F) Establish a sufficient number of staff position (including volunteers) necessary to provide the services of a health insurance information, counseling, and assistance program.

G) Assure that SHIP staff members (including volunteers) have no conflict of interest in providing health insurance information, counseling and assistance, and abiding by the SHP Security Plan Guidelines for Safeguarding confidential beneficiary information.

H) Collect and disseminate timely and accurate health insurance information to staff members, including volunteers.

I) Provide training programs for staff members, including volunteers.

J) Coordinate the exchange of health insurance information between the BGAAAIL, staff of departments and agencies of the State government, other pertinent federal agencies including ACL, and SHIP staff, including volunteers.

K) Make recommendations concerning consumer issues and complaints related to the provision of health care to agencies and departments of the federal and state governments responsible for providing or regulating health insurance.

L) Notify the appropriate BGAAAIL staff of changes in program name, key personnel, contact information, etc. immediately upon learning of the change, but not later than 30 days after a change in contact information occurs.

M) Perform targeted outreach to counsel low-income, dual-eligible, and hard-to-reach populations in rural areas and individuals with Limited-English proficiency.

N) Provide beneficiaries with information and assistance concerning Medicare's Preventive Services, Medicare Annual Wellness visit and other healthy living benefits available through Medicare. Provide beneficiaries access to disease prevention and health/wellness information by using outreach and training strategies.

O) Participate in SHIP training, education and communication activities, such as conference calls, webinars, etc. A portion of funds should be designated for travel expenses to these events (where applicable).

P) Ensure that newly appointed staff attend DAIL and BGAAAIL sponsored SHIP staff training. A portion of funds should be designated for travel expenses to these events.

Q) Maintain capabilities to send and receive email communications and other information through the Internet, including expanding/maintaining Internet capability. Counselors must have access to Internet-based enrollment and other counseling tools at the time and place of counseling.).

R) Permit BGAAAIL to monitor the use of grant funds, providing full information as to use and expenditures.

2.02 Reporting Requirements

a) STATE REPORTING SYSTEM

1) Ensure all reported data is accurately reflected and documented in the State Reporting System no later than the 5th of the following month. The data report information shall match the information submitted on the monthly invoice documents for all programs. Data information shall include:

A) All data required by the ADRC.

B) Complete client records, including intake, screening, the DAIL approved assessment, DAIL approved plan of care, and service units.

b) OAAPS State Program Reports

1) OAAPS reports are completed by the states to provide the Administration on Aging (AoA) with a review of the state's annual performance. Three principal types of data are included:

A) performance data on programs and services funded by the Older Americans Act (OAA);

B) demographic/descriptive data on the older adult population obtained from the U.S. Census Bureau and other sources; and

C) descriptive data on the infrastructure of home and community-based services in place to assist older persons, based on ACL studies and related reviews.

2) The state's annual OAAPS report is a roll up compilation of each individual contractor's OAAPS Report. In order to report the regional performance to the Department for Aging and Independent Living, the Contracted Provider shall:

A) Ensure missing data is not equal to or greater than three percent (3%) in any category.

B) Correct any missing data indicated by BGAAAIL within 2 business days of notification.

c) Program specific reporting requirements

1) Ombudsman

A) Ensure that the previous month's cases, complaints, and program activities are documented in State Reporting System by the 15th of each month.

B) Submit a quarterly report on the regional resolution rate to the Kentucky Long-Term Care Ombudsman and BGAAAIL. When the resolution rate is below 70%, submit a plan to increase the resolution rate for the following quarter. Quarterly reports are due October 1st, January 1st, April 1st, and June 30th.

2.) Title III-B

A) Notify BGAAAIL of waitlist updates monthly.

B) Ensure client service information is maintained and updated annually in the state reporting system.

3) Title III-C1 and Title III-C2

A) Ensure cost effective meals by collecting data including the information listed below. The information shall be available to the DAIL Dietitian upon request and/or during monitoring.

B) Track and compare over-produced meal numbers. This would include meals produced, but not consumed by a participant Document the actions taken when overproduction of food occurs. Ensure the provider agencies operate in compliance with the established policy through on-site monitoring twice per fiscal year.

C) Monitor food service operation including the production, distribution and service systems including both congregate and home delivered, twice per fiscal year to evaluate compliance with the Nutrition Program Policy.

D) Standards for food handling and personal hygiene shall be in accordance with the State Food Service Code (902 KAR 45:005).

E) Monitor food-purchasing practices to ensure best cost.

F) Monitor delivery times, routes and meal temperatures.

G) Maintain documentation of Home Delivered Meals clients who were not home to receive meals.

H) Track volunteer numbers and service time.

G) Retain a copy of the daily menu, as served (including substitutions), for a period of 3 years

H) Develop clear, written policies regarding contributions for services that address at minimum, the use of suggested contribution schedules, contribution policies for staff and guests and provisions for protected the confidentiality of individual client contribution amounts.

I) Ensure Title IIIC meal participants have the opportunity for an option to choose a milk/calcium – rich food item for consumption with their meal. This can be skim milk, 1% milk, 2% milk, 1% chocolate milk, calcium fortified orange juice, strawberry yogurt, strawberry banana yogurt or vanilla yogurt.

4) NSIP

A) Subcontract with the Nutrition Services Provider(s) under the Contractor's APPROVED REQUEST FOR PROPOSAL effective this Subcontract fiscal year to reimburse cash payments in lieu of commodities. The funding cycle for this program is October 1, 2024-September 30, 2025.
B) Disburse NSIP monies based on total number of eligible meals served. Expend NSIP monies within same grant year from the time payment is received.
C) Submit monthly food receipts of NSIP eligible meals by the 8th of the following month.
D) Documentation shall be provided with the monthly invoice that shows meals are domestically produced and processed. The documentation must equal the amount of NSIP funds requested reimbursement.
E) Meet NSIP Core Performance Measure of ensuring that 100% of funds are expended within the Federal grant year of allocation.
F) Maintain records to show the amount of cash received and how it was expended. Financial reports, including food receipts totaling the amount of funds requested, shall be submitted to BGADD upon request for payment.
G) Nutrition Program Management Provider shall solicit bids for any subcontract, for meals based on a request for proposal. Meals shall be bid without regard to funding source and shall contain a ready-to-serve cost and a served-delivered cost.

5) SHIP

A) Complete and electronically submit 100% of the SHIP Client Contact Forms resulting from one-on-one counseling, events, mailings, emails, fax transmissions, or other counselor to client correspondence, and the Public Outreach and Media Outreach forms according to ACL and DAIL guidelines in the STARS system.
B) Report STARS data on a monthly basis. This includes data from the Client Contact form and the Public Outreach and Media Outreach and Education Forms.
C) Submit and maintain registration of Local users of STARS via the STARS website.
D) Implement STARS data system security procedures required by ACL that are designed to secure and protect the confidentiality of data submitted into the SHIP STARS database. This includes regularly confirming the status of SHP users who access the database, confirming users with unique IDs, and utilizing any other procedures that may be required to maintain a secure system. All passwords and password changes must comply with ACL security requirements. The Contractor shall comply with all ACL security requirements regarding the STARS user accounts associated with its program.
E) A ten percent increase in the number of client contacts from FY2024
F) A five percent increase in the number of public outreach and education and media outreach and education from FY2024.
G) Adhere to the designated Resource Report deadline, as established by DAIL. Failure to submit complete and timely information may affect funding.
H) Submit monthly progress reports provided by DAIL, as required by policy on the fifteenth (15th) day of each month following the month of service. Failure to report complete and timely information may affect funding.
I) Retain all records pertaining to the SHIP grant, including STARS data, for a period of three (3) years, after notification of award closeout, as set forth and described by 45

CFR 92.42. Copies or other facsimiles of program records, such as electronic media, are acceptable substitutions for original documents.

J) Submit the training records for each activity including but not limited to:
   a. A listing of staff and volunteers
   b. The training attended
   c. Date of completion

K) Implement the Volunteer Recruitment and Program Management (VRPM) to expand volunteer recruitment, retention, management and training.

L) Advertise SHIP services on the radio to help increase awareness

M) Enhance its organizational websites for use as a volunteer recruitment tool in addition to providing general information to the public

N) Create, during the OEP a Part D Savings spreadsheet for the beneficiaries currently receiving Medicare to track their current plans versus them enrolling in a lower estimated cost plan. This is required to be submitted to BGAAAIL twice during the OEP, on November 15th and then at the end of OEP.

O) Screen everyone who contacts SHIP requesting assistance for LIS/MSP eligibility.

P) To increase Client Contacts, starting in August/September 2024-25 (before OEP) a letter must be mailed to clients that have received services within the last year from the BGAAAIL SHIP program provider that includes a reminder letter about OEP with instructions on what to do with the Part D worksheet that will be included with the letter. If the client returns the Part D worksheet, the SHIP Counselor/Volunteer will run a plan comparison and either mail or email it back to the beneficiary for review.

2.03 Subcontractors

a) Each Subcontractor shall:

1) specify how the provider intends to satisfy the service needs of low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas in the area served by the provider;

2) to the maximum extent feasible, provide services to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas in accordance with their need for such services; and

3) meet specific objectives established by the Bluegrass Area Agency on Aging, for providing services to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas within the planning and service area.

4) Subcontractor providing in-home supports must be a certified personal service agency pursuant to 906 KAR 1:180 Section 2(1) through (4) and KRS 216.710(8).

5) Permit BGAAAIL staff to monitor annually, and ensure documentation is maintained and available for BGAAAIL during on-site monitoring, or upon request. Monitoring for Long Term Care Ombudsman services must be performed in coordination with the Kentucky Long Term Care Ombudsman per 910 KAR 1:210.

6) Ensure compliance with applicable statute, regulatory, and contract requirements.

7) Ensure service continuity and for the protection of the health, safety and welfare of the clients receiving services under this Contract. A termination notice of contract must be provided to BGAAAIL with a minimum of 30-day notice. Provider shall continue to provide services for the duration of the contract termination notice.

2.04 Bluegrass Area Agency on Aging and Independent Living Responsibilities

Responsibilities of the AAAIL are largely defined by, but not limited to, the OAA Section 306:

a) Provide, through a comprehensive and coordinated system, for supportive services, nutrition services, senior center services, and other services as designated by DAIL. Supportive Services include but are not limited to Adult Day, Advocacy, Assessment, Assisted Transportation, Case Management, Cash and Counseling, Chore, Counseling, Education, Employment Services, Friendly Visiting, Health Promotion, Home Health Aid, Home Modification, Homemaker, Information and Assistance, Outreach, personal Care, Public Information, Recreation, Respite, Telephone Reassurance, and Transportation,

b) Provide an adequate proportion of funds for the following categories of services:

1) Services associated with access to services (transportation, health services (including mental and behavioral health services), outreach, information and assistance (which may include information and assistance to consumers on availability of services under part B and how to receive benefits under and participate in publicly supported programs for which the consumer may be eligible), and case management services;

2) In-home services, including supportive services for families of older individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and

3) Legal assistance.

c) Report to the State agency in detail the amount of funds expended for each service.

d) Set specific objectives, consistent with State policy, for providing services and outreach to

1) Older individuals residing in rural areas;

2) Older individuals with greatest economic need;

3) Older individuals with greatest social need

4) Older individuals with severe disabilities;

5) Older individuals with limited English proficiency;

6) Older individuals with Alzheimer's disease and related disorders and their caretakers;

7) Older individuals at risk for institutional placement; and

8) Low-income minority older individuals.

e) Coordinate planning, identification, assessment of needs, and provision of services for older individuals with disabilities, with particular attention to individuals with severe disabilities and individuals

at risk for institutional placement, with agencies that develop or provide services for individuals with disabilities.

f) Serve as the advocate for older individuals within the community.

g) The AAAIL shall collaborate with the Kentucky Department for Behavioral Health, Developmental and Intellectual Disabilities State level Mental Health and Aging Coalition and assist the local Mental Health and Aging Coalitions to reach the state level Coalition mission of educating the public, professionals, consumers, caregivers, and other stakeholders, regarding issues related to the aging process and mental health needs of older adults

2.05 General and Administrative Requirements

The Bluegrass Area Agency on Aging and Independent Living, through a variety of contracted providers shall administer all the programs and provide for all the services in accordance with all laws and/or requirements of federal, state, and local fire, health, safety, and sanitation and other standards prescribed in law or regulations; and the terms set forth in this contract, including, but not limited to:

a) Federal Law

1) This grant is subject to the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards under 45 CFR Part 75. These requirements and additional terms and conditions that are applicable to this award can be found on the ACL website (https://www.acl.gov/grants/managing-grant) and include, but are not limited to, the following:

A) Federal Awardee Performance and Integrity Information System (FAPIIS)

B) HHS Grants Policy Statement, Part II

C) Trafficking Victims Protection Act

D) Federal Funding Accountability and Transparency Act (FFATA)

E) Unique Entity Identifier

F) Consolidated Appropriations Act, 2017, Pub. L. 115-31, signed into law on May 5, 2017

b) State Law

1) 910 KAR 1:140

2) 910 KAR 1:170

3) 910 KAR 1:190

4) KRS Chapter 13B – Hearing Procedures Relating to Area Agency on Aging Contractor Selection Actions.

5) KRS 116.048(1)(d) Voter Registration

6) KRS 209.030

7) 910 KAR 1:210

8) KRS 216.541 Willful interference with representatives of Office of the Long-Term-Care Ombudsman prohibited - Retaliation against complainant prohibited - Penalty - Liability insurance for representatives of the ombudsman program.

c) Requirements by the Bluegrass ADD/AAAIL

1) Ensure that all services made available under this Contract are provided and maintained on a continuing basis throughout the fiscal year.

2) Ensure service is in place on the first day of the fiscal year. Any transition costs related to the beginning or termination of a grant will be borne by the Provider.

3) Provide information, upon request of BGADD/AAAIL, concerning all activities performed pursuant to this Contract, including but not limited to, periodic data reporting and data system input concerning program activities or any data that is required by applicable state or federal law.

4) BGADD will never require more documentation of the direct service providers than DAIL requires of the BGADD such that the number of services provided or number of people served by the direct service provider cannot be counted in OAAPS.

5) BGADD will limit the amount of paperwork required of the direct service providers, including using technology where applicable.

6) Utilize the definitions of services provided in this contract including the DAIL taxonomy.

7) Assist BGAAAIL in conducting client surveys regarding aging services. This may include but not be limited to phone surveys, in person interviews, questionnaires, or longitudinal surveys. Results of any surveys will be shared with the District.

8) Attend meetings as scheduled by BGAAAIL, including in-person, telephonic and web-based meetings. When unable to attend, provide notification to BGAAAIL at least one (1) business day in advance to make arrangements with the meeting coordinator to gather information discussed at the meeting.

9) Employ appropriately qualified and trained staff sufficient to carry out the number of programs and types of services provided for participants and provide adequate supervision. A copy of the Provider's current job descriptions must be available upon request.

10) Establish Internet access and maintain at least one business email address that will be the primary receiving point for all email correspondence from BGADD/AAAIL. Provider must notify BGADD/AAAIL of any email address changes within five (5) business days from the effective date of the change.

11) Provide at a minimum the equivalent insurance coverage for real property and equipment acquired or improved with funds under this contract. Providers must provide proof of coverage to BGADD/AAAIL prior to the commencement, and throughout the grant period.

12) Adhere to all deadlines, deliverables, and performance measures stated in this Contract, unless otherwise instructed. Failure to meet deadlines, deliverables, and/or performance measures may result in loss of funds. Willful submission of incomplete or incorrect materials by a deadline in

order to meet the deadline and later submit a corrected version will not be acceptable for this Contract and may result in loss of funds.

13) BGADD/AAAIL reserves the right to alter deadlines, deliverables, and performance measures stated in this Contract if needed to comply with federal or state requirements, to improve the delivery of services, or to assist with the administration of this Contract.

14) Provide appropriate language access services (interpreters, captioners, assistive listening devices, etc.) in accordance with the ADA for all services.

15) Provide staff training and information as needed concerning topic and information supplied by BGAAAIL.

16) Ensure in-home service providers are following CDC guidelines for infectious disease control and are working with their local health department to mitigate the spread of infectious disease.

d) Required General Policies and Procedures

The Provider shall maintain written policies and procedures on the agency website that include but are not limited to the following:

1) Personnel, including salary, conditions of employment, and job descriptions relative to all personnel involved in the delivery of services under this Contract.

2) Continuity of services

3) Reporting abuse, neglect, and exploitation as indicated by KRS 209.030 within 24 hours of learning of such incidences. Notify BGAAAIL program staff as well.

4) A disaster plan that shall include:

A) Maintaining communications between BGAAAIL and City/County Local Officials during the time of a disaster unless telecommunication devices are rendered inoperable.

B) Contacting all homebound clients in the designated disaster area within 48 hours of the initial disaster to ensure health, safety, and welfare. Biweekly contact will occur thereafter until the Provider resumes services for the client. Documentation of each contact shall be entered into the state reporting system.

5) Waitlist for services

A) Enter information in the state reporting system for individuals who are on a waitlist.

B) Maintain local, state, and federal information and resource contact information, including private pay option, to be provided to individuals who are waiting for services.

C) Document community resources offered to individuals placed on the waiting list, including private pay options.

D) Maintain a written policy and procedure regarding wait lists for service.

E) Maintain a written policy and procedure that addresses the reasons and length of time a client can be placed on and remain in hold status.

F) Maintain a written policy and procedure that addresses how often the individuals on the waitlist are contacted and how the waitlist is purged.

6) Outreach activities to ensure participation of eligible older persons to inform them about the availability of such assistance with special emphasis on the following groups:

A) Older persons with the greatest economic need (with particular attention to low-income minority older persons and low-income older persons with limited English proficiency);

B) older persons with the greatest social need (with particular attention to low-income minority older persons and low- income older persons with limited English proficiency);

C) older persons with severe disabilities;

D) older persons with limited English proficiency;

E) older persons at risk of institutional placement; and

F) older persons with Alzheimer's disease and related disorders with neurological and organic brain dysfunction (and the caregivers of such individuals);

7) Identifying and serving older persons with the greatest economic or social need, with particular attention to low-income older individuals, including low-income minority older persons and older individuals with limited English proficiency.

8) Satisfying the service needs of low-income minority individuals in the area served by the Provider and serving low-income minority older individuals in at least the same proportion as the population of low-income minority older individuals bears to the population of older individuals of the area served by the Provider.

9) Identifying the major languages other than English in the service area and developing a plan for providing service to clients proficient in languages other than English. This plan must include the components outlined in the Policy Guidance on the Title VI Prohibition against National Origin Discrimination as it Affects Persons with Limited English Proficiency which can be found at www.lep.gov16.

10) Assure full accessibility of SHIP services to all categories of Medicare eligible individuals, including the aged, disabled, an end stage renal disease patients. SHIP services are to be provided without discrimination on the basis of race, color, national origin, disability, age, sex, or income. Reasonable efforts must be made to accommodate eligible individuals with existing barriers that limit their access to information, e.g., language, visual, hearing or speech impairments, physical accessibility, literacy, and location.

11) Coordination and utilization of the services and resources of other appropriate public and private agencies and organizations.

12) Obtaining participants' views on the services they receive. Eligible participants' input must be sought and utilized in the planning of services. The service provider must have procedures for obtaining the views of participants about the services they receive. Client surveys, interviews using a structured

method to obtain information, complaint reviews, Boards of Directors or Advisory Council with more than 50% of members over the age of 60 are methods to meet this requirement.

13) Methods to carry out activities to identify older individuals with greatest economic need who may be eligible to receive, but are not receiving, supplemental security income benefits under Title XVI of the Social Security Act, medical assistance under Title XIX of the Social Security Act, and benefits under the Food Stamp Act of 1977 or benefits under any other applicable program. Contractors shall establish methods to assist older individuals in applying for such assistance and such benefits.

14) Procedures for inventory control in compliance with the uniform standards set forth in 2 CFR 200.310-200.316 governing the management and disposition of property which cost was supported by Grant funds.

15) Methods to assure that older persons are provided with volunteer opportunities. Plans for recruitment, training, supervision and recognition shall be included.

16) Procedures for collecting, handling, counting and depositing contributions for Title III and Homecare services. Voluntary contributions shall be allowed and may be solicited for all services for which funds are received under this Act if the method of solicitation is non-coercive. Contributions shall be encouraged for individuals whose self-declared income is at or above 185% of the poverty line.

17) Procedures for informing participants about voluntary contributions in accordance with the Older Americans Act Sec 315(b).

18) Procedures for informing participants in State funded programs about fees and voluntary contributions in accordance with Section 8 of 910 KAR 1:180.

19) Ensure that all individuals receiving Title III and Homecare services have documentation ensure voter registration information has been offered.

20) Ensure the BGAAAIL SOPs are being followed

21) Procedures for encrypting all electronic communications containing Protected Health Information.

2.06 Financial Requirements

a) Budget

1) Create a budget that accurately reflects the administration of the Bluegrass Regional area plan and the services provided to meet the needs of the community as established in the area plan and which replicates the intrastate funding formula at a county level approved by DAIL.

A) Submit a budget for all programs to BGADD at the beginning of the fiscal year according to specific timelines for return on budget provided in a budget instruction letter by BGADD.

B) The cost of operating supplies, personnel, facilities, travel/training, and any additional major cost categories are included in the fixed unit rate per service as established by BGADD/AAAIL.

C) Budget narratives must be included for all budgets submitted to BGADD on a form provided by BGADD, including initial budgets and any budgetary shifts requiring contract modification.

D) Expend a minimum 65% of Title IIIB funds received to carry out part B on Access Services.

2) Adhere to the approved budget, following outlined procedures for amendments.

A) The Provider shall request written approval for any of the following:

(i) to move funds from one service to another,

(I) Funds cannot be moved from one program to another program,

(II) Budgetary shifts between federal fund programs shall follow the Administration for Community Living (ACL) guidance and can only be completed with BGADD approval

(III) Budgetary shifts between Homecare invoice line items

(ii) to reduce the number of services or persons served

3) Designate no more than fifteen percent (15%) of the total original current fiscal year Homecare allocation for in-home supplies

(I) Person centered planning for in-home supplies must be demonstrated in the participants plan of care

b) Cost Principles

The Provider is responsible for efficient and effective administration of federal/state awards and should administer funds consistent with this agreement, program objectives, and the terms and conditions of the funding awards. All costs should be allowable, reasonable, and allocable. BGADD reserves the right to work with the Provider to redesign a program to make it more cost effective and/or customized to a specific community.

1) Allowability of Costs

A) Funds cannot be used:

(i) As match for another federal grant

(ii) To influence political activities

(iii) For the personal gain of an individual through gifts or cash payments

(iv) For illegal activities or to purchase illegal products

B) Funds must be used:

(i) For activities for which the grant is funded

(ii) Documented properly

2) Reasonable Costs

A) The Provider cannot pay more for something than any other entity would in the same circumstances.

(i) The Provider is expected to:

(I) Shop around, compare prices

(II) Buy the best quality at the best price

(III) Seek guidance if unfamiliar with the quality and pricing of a product or service

c) Match Requirements

1) Provide local match equal to or greater than the amount in effect during the fiscal year prior to the period covered by this contract. Failure to provide the required local match may result in a proportionate reduction of state funding.

2) Meet the match requirements through allowable costs and/or third-party in-kind contributions, state funds, or local cash.

3) Provide substantial documentation including, but not limited to, volunteer forms, provider invoices, and floor plan with square footage in order to verify match.

4) Ensure that the application of funds shall be in accordance with requirements for match of the specific funding source, as referenced in 2 CFR 200.29 and 2 CFR 200.306.

5) The federal share of a project cost, as applicable, is earned only when the cost is accrued and the nonfederal share of the cost has been contributed. Receipt of federal funds (through reimbursement) does not constitute earning of these funds. If the Provider is unable to provide the required local match, there will be a proportionate reduction of the federal allotment.

6) Corroborate match as part of the audit process when a program is subject to an audit under Federal Register Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Section C: Subpart F Audit Requirements for programs funded by state funds.

d) Third Party In-Kind (Non-Cash) Contributions

1) The valuation of third party in-kind (non-cash) contributions must be supported with adequate documentation to include, but not be limited to, documentation of size and value of space donated; total volunteer time spent and total value of time including hours and duties performed; and documentation of item contributed.

2) Third party in-kind contributions shall be defined as stated in 2 CFR 200.29, 2 CFR 200.96, 2 CFR 200.306 and its application shall be subject to applicable portions of this regulation, Federal Register Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and contractual provisions.

3) Document received contributions on the budget pages and third-party in-kind documentation shall be submitted with monthly invoices for the month they are received.

e) Program Income

1) The Provider is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

2) Provide all clients an opportunity to voluntarily donate toward the cost of services, as outlined in policies and procedures.

3) Account for, provide source documentation, and expend program income in accordance with 2 CFR 200.80, 2 CFR 200.307, and as further defined by the Administration on Aging (AOA) Policy.

4) Program income collected by a provider may not be used as match. Program income must be reported by program and submitted to the BGADD, with financial reports, for the ADD's approval.

5) All program income must be used for the expansion of services.

6) Program income must be used during the same budget period and in the same program, in which the income is earned.

f) Documentation of Expenditures

1) Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and sub award documentation. All supporting documentation should be clearly identified with the award and general ledger accounts which are to be charged or credited.

2) Records of expenditures must be maintained for each Award by the cost categories of the approved Budget and actual expenditures are compared with the Budgeted amounts at least quarterly.

3) Ensure that all time billed to case management is spent in administering, planning, facilitation, care coordination, evaluation, and advocating for options and services to meet individuals or caregivers needs through communications, resources, information, and clients' needs.

g) Unexpended Funds

1) Make every effort to expend funds in time allotted. The Provider shall communicate with BGADD frequently about the likelihood of unexpended funds in order for BGADD to identify opportunities for spending within the Region.

2) Acknowledge that funds unexpended at the end of the first six months of this contract may be utilized by one or more counties in the Bluegrass Region for the purpose of carrying out the Regional Area Plan on Aging.

3) Upon confirmation of final closure of audit, or final expenditure report, any funds remaining from the allocation shall be refunded to BGADD.

h) Responsibilities

1) Acknowledge that for state-funded contracts, BGADD reserves the right to withhold payments under this Contract and provide services directly to the counties within the Region if BGADD determines that the Provider's performance under this Contract has endangered the health, safety, or welfare of its clients or if BGADD determines the Provider has failed to comply with Federal or State Laws, including the area plan requirements, regulations, or policies.

2) Acknowledge that if the Provider fails to meet any individual component of these requirements, it shall have all reimbursement request(s) held regardless of funding source, program, and amount until such time as the budget report complies with all requirements set forth above.

3) Monitor and respond to any fiscal and/or program exceptions established by evaluation, monitoring and/or auditing of this Contract, and resolve promptly any monitoring, fiscal and program audit exceptions by making direct payment or reduction of future reimbursement, or by other methods approved by BGADD.

i) Audit Requirements

1) After acceptance by the Governing body, the Contractor shall submit an electronic copy of the final audit report and final audited invoice to BGADD by 4:30 pm Eastern Standard Time, December 31st of the current year. Failure to submit the final audit report by the due date may result in forfeit of unexpended funds.

2) The Contractor shall have a financial audit for the period ending June 30th of the current year conducted in accordance with:

A) Federal Register Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Section C: Subpart F Audit Requirements:

(i) Section 200.501 (a): non-federal entities that expend $750,000 or more in a year in Federal awards shall have a single audit; or

(ii) Section 200.501(d): non-federal entities that expend less than $750,000 in a year in Federal awards are exempt from a single audit.

B) Government Audit Standards, 2011 Revision, as issued by the Comptroller General of the United States, and

C) Auditing standards generally accepted in the United States of America.

3) The audit report shall contain a supplemental BGADD Schedule which summarizes Aging funds received by the Contractor. The auditor must issue an opinion on this supplemental schedule. The schedule shall:

A) Present by program the revenues, expenditures, and excess (deficit) of revenues over expenditures. The totals of these programs are to be presented in a separate column. Matching funds are to be separated out by Local Cash, In-Kind, and Program Income.

B) Include an integral disclosure note that shall describe details of deferred revenue.

C) Include notes that describe accounting policies used in preparing the schedule.

D) Note if the Contractor elected to use the 10% de minimis cost rate as covered in Section 200.414 of Federal Register Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Section C: Subpart F Audit Requirements.

4) If the Contractor pays federal or state funds to vendors, contractors, or subcontractors who are not subject to the audit requirements of this contract, then the Contractor shall, at a minimum, provide the final expenditures reports of those entities.

5) If the Contractor is required to make revisions to its fourth quarterly report as a result of the audit, the revised quarterly report shall be marked as "Audited".

6) The auditor or audit firm shall be a member of the American Institute of Certified Public Accountants (AICPA) and be licensed by and registered with the Kentucky Board of Accountancy, which includes being enrolled in a peer review program. The audit firm's professional members shall maintain their professional proficiency through continuing education and training. Auditors assigned to the engagement shall maintain, at a minimum, the Continuing Professional Education (CPE) requirements of the current edition and official interpretations of Government Auditing Standards (a/k/a Yellow Book).

7) The Contractor shall ensure that the auditor, if in agreement with recommendations of the reviewer, makes timely revisions to the audit report or performs additional follow-up audit work in order to correct quality deficiencies, or if not in agreement, responds in writing why the review recommendation is not valid or not warranted.

8) The Contractor shall not pass-on to BGADD or any program funded by BGADD the costs incurred by the independent auditor for time spent correcting deficiencies in audit reports.

9) Any communications with those charged with governance from the independent auditor to the Contractor, immediately upon receipt, and in particular if there are issues or findings of:

A) Abuse, fraud, illegal acts, or noncompliance with provisions of laws, regulations, contracts, or grant agreements, which could have a direct and material effect on determination of financial statement amounts.

B) Significant deficiencies or material weaknesses in internal control over financial reporting or major programs, or material questioned costs.

10) Any correspondence from a federal agency with audit oversight to the Contractor that concerns financial or compliance issues of an audit, immediately upon receipt.

11) For questions concerning audit requirements or requests for audit deadline extensions, please contact the assigned BGADD Financial Liaison.

12) A copy of any Corrective Action Plan as a result of financial statement findings or federal awards findings and questioned costs sent by the Contractor as a response to the independent auditor or to a federal agency.

13) If the Contractor fails to meet any individual component of these requirements, all reimbursement requests shall be held for payment by BGADD regardless of funding source, program, and amount until the audit report complies with all requirements set forth above.

2.07 Program Requirements

a) Service Population and Eligibility

1) Serve any person age 60 years or older in need of service in the project area regardless of other eligibility criteria normally in use by the Provider. The Provider may not impose a requirement as to duration of residency or citizenship as a condition of service. (SHIP/Legal Services Provider only: except where the applicant is undocumented and does not meet the definition for service under VAWA and/or LSC.)

Service must be accessible and available to people with disabilities and limited English-speaking older persons. Priority must be given to providing services that will assist and benefit older persons with the greatest social need, economic need, limited English Proficient and those at risk for institutional placement.

2) Provide services to the following older adult demographic groups, at minimum, in proportion to their representation in the overall age 60+ population in their service area:

A) Older individuals (60+) with greatest economic need;

B) Older individuals (60+) with greatest social need;

C) Low-income minority older (60+) individuals; and

D) Older individuals (60+) with limited English proficiency.

3) Maintain a policy and procedure that ensures Homecare service delivery is person centered and and to notify client of any change in schedule within one (1) business day.

4) Maintain a written policy and procedure regarding Homecare supplies noting that a limit has been set at seven-hundred dollars ($700) per client per fiscal year, based on need.

5) Provide services throughout the entire service area for which funding is being awarded.

6) Ensure that client eligibility has been determined according to program regulations, prior to the provision of services and that required client information including eligibility, assessments, and journal entries are entered into the state reporting system.

7) Ensure that clients meeting program eligibility requirements shall only be removed or denied services if said client meets the requirements of 910 KAR 1:220 (7)(4)(b).

8) Ensure Homecare clients meet eligibility as outlined in 910 KAR 1:180 Section 4, Eligibility

(A) Utilize a DAIL priority screening. Persons aged sixty (60) and over who are frail, homebound by reason of illness or incapacitating disability, or otherwise isolated shall be given priority in the delivery of services per 910 KAR 1:220

9) Ensure that services and information shall be offered to those clients that express a desire to pursue private pay designation, and a policy is in place to provide appropriate language access services (interpreters, captioners, assistive listening devices, etc.) in accordance with the ADA for all clinical services.

10) Make the best use of existing resources, including but not limited to the following:

A) Incorporating the "informal" network into the services design;

B) Using volunteers and other available local resources as appropriate;

C) Leveraging local support from local municipalities, foundations, school districts, civic groups, fundraising, etc. to increase funds available and create stronger local ownership of the programs; and

D) Coordinating and complementing the existing formal service network – public, non-profit and for-profit.

11) Administer the SHIP program by providing:

A) Counseling and assistance

1. to eligible individuals in need of health insurance
2. to individual beneficiaries unable to access other channels of information or needing and Preferring locally based individual counseling services

B) Information and referral regarding:

1. obtaining benefits and filing claims under Titles XVIII and XIX of the Social Security Act.
2. Policy comparison information for Medicare supplemental policies (as described in section 1882 (g)(1) of the Social Security Act, as amended) and information that may assist eligible Individuals with filing claims under such Medicare supplemental policies
3. long-term care insurance
4. all Medicare health insurance coverage options, including Medicare Savings Programs
5. other types of health insurance benefits that may be provided to eligible individuals in the Region
6. appropriate Federal or State departments or agencies that provide assistance with problems Related to health insurance coverage (including legal problems)
7. other appropriate programs and services including Navigators, Certified Application Counselors, partners, and federal and state resources
8. Medicare's Preventive Services, Medicare Annual Wellness visit and other healthy living Benefits available through Medicare
9. Provide beneficiaries access to disease prevention and health/wellness information by using Outreach and training strategies

C) Promote awareness of provisions of the Patient Protection and Affordable Care Act, which Include:

1. Medicare prevention and wellness benefits;
2. Fraud prevention and awareness initiatives; and
3. Durable Medical Equipment, Prosthetics, Orthotics and Supplies (DMEPOS), and Competitive Bidding Program

b) Changes to Services

1) Notify BGAAAIL in advance of any planned closure of the Provider on a day that would normally be a working day (i.e. staff retreats, unofficial holidays). An agency calendar provided to BGAAAIL is sufficient.

2) Notify BGAAAIL as soon as a decision is made for an unplanned closure that will disrupt the provision of services (i.e. senior center or Provider office closed due to inclement weather).

3) Provide educational materials to each participant regarding substantial changes to the service delivery of programs within five (5) business days, when indicated to do so by BGAAAIL.

4) Post any information regarding local information and assistance changing in services, closure on website and social media.

c) Record Maintenance & Documentation

1) Ensure client records are transferred appropriately, when necessary. Upon termination of this Contract, copies of all appropriate records of all active clients and/or participant data shall be provided to the new service provider in accordance with policy.

2) Ensure the retention of client-specific records, in a secured physical or electronic location, for five (5) years after the last date of service. All records pertaining to the SHIP grant including STARS date shall be retained for a period of 3 years, after notification of award closeout, as set forth and described by 45 CFR 92.42. Copies or other facsimiles of program records, such as electronic media are acceptable substitutions for original documents.

3) Ensure that confidential data is destroyed in accordance with Federal, State, or local privacy laws and regulations.

4) Ensure that back-up documentation is provided for any and all expenditures and revenue claimed on all invoices including but not limited to detailed payroll reports, subcontractor invoices, financial system generated reports, and any additional requested documentation.

5) Ensure all client documentation is available for review in the state reporting system.

6) Ensure documentation is available at monitoring and upon request by BGADD/AAAIL.

7) Submit required documentation electronically to the designated BGADD/AAAIL staff.

8) Ensure that SHIP staff members (including Volunteers) have no conflict of interest in providing health insurance information, counseling and assistance, and abiding by the SHIP Security Plan Guidelines for safeguarding confidential beneficiary information.

9) Document Homecare Client monthly contacts within the client's record in state reporting system that include evaluation of the client's continued need for services and any change in condition or change in status including informal supports, new service providers, reduction or increase of need, and goals.

10) Ensure Homecare Client journal entries and notes justifying clients need for service and service delivery shall be entered in state reporting system for all Homecare clients in accordance with the BGAAAIL policies and procedures.

11) Document in each Homecare Client's electronic file that resources provided through natural supports have been exhausted before accessing Homecare funds. Documentation shall also include demonstration that the client is not eligible to receive the same services through the Kentucky Medicaid Program or Ky Department of Veterans Affairs programs as applicable.

12) Ensure a signed copy of the participant's rights and responsibilities is given to the participant and their legal guardian or POA and the copy of the participant's rights and responsibilities document is placed in the participant's electronic or paper file, as applicable. Electronic signatures and electronic storage are acceptable.

d) Training

1) Staff providing services under this contract, including staff of subcontractors, should be adequately trained to fulfill their duties.

2) Ongoing training should be provided by the Contractor to staff providing services under this contract. Topics should be relevant to the job duties and population served. The number of hours of training should reflect the type of position (i.e.more training hours for a social worker or case manager).

(a) all Homecare Case Managers shall complete sixteen (16) hours of in-service training on aging and disability related topics every fiscal year. Documentation of each case manager's training shall be kept by the Contractor and available for monitoring or upon request by BGAAAIL.

3) Documentation of training shall be available upon request and should indicate the training date, number of hours, training topic, the trainer, and validation by signature or electronic means (i.e. an email certificate or webinar screenshot).

4) All staff and volunteers shall be trained annually on preventing, identifying, and reporting abuse, neglect, and exploitation of older adults. Training should be provided by individuals or organizations with expertise in working with older adults and educated in elder justice.

5) All staff and volunteers shall complete Dementia training offered through the Office of Dementia and supported by BGAAAIL.

6) SHIP counselors should be trained and receive regular updates on Medicaid changes, Medicare changes, Medicare Advantage, initiatives impacting the dual eligible population, and other relevant health insurance information.

7) All online training shall be submitted to BGAAAIL for pre-approval.

8) Mandatory training for SHIP counselors shall include:
-Prescription Drug Plan and Medicare Health Plans
-Filing original Medicare and private insurance claims and/or preparing Medicare appeals
-Comparing policies and explaining what services each policy provides
-Complying with data and performance reporting through SHIP reporting and Tracking System (STARS)
-Policy and procedures for basic SHIP administration
-Volunteer Management
-Program Integrity and quality assurance

9) Participate in web-based and virtual trainings as directed by BGAAAIL.

10) Racial equity and cultural humility training, and organizational efforts reflective of the individuals residing in the region according to the most recent census report. Training should be provided by individuals or organizations with expertise in the field of racial equity and connected to organizational efforts that focus on external equity issues (e.g., program outcomes) as well as internal equity issues (e.g., a racially equitable workforce).

11) Suicide Intervention Awareness

12) Homecare Case Managers shall work with the Kentucky Department of Veterans Affairs to ensure coordination of benefits to those who may be eligible for programs and assistance.

13) Ensure Homecare homemakers providing in-home services are adequately trained.

A) Each new homemaker shall be provided a training course with a minimum of eight (8) hours

of coursework. In addition, new employees shall shadow an experienced homemaker for at least eight (8) hours.

(a) Training topics shall include but not be limited to:

a. Working with Older Individual
b. Working with Individuals with Disabilties
c. Client Confidentiality
d. Maintaining a Clean and Safe Environment
e. Recognizing and Reporting Abuse, Neglect, and Exploitation
f. Skills-related training to perform job duties
g. Cultural humility
h. Person-Centered services

(b) Training for new employees shall be provided at a frequency that allows direct service providers to adequately hire and on-board staff in order to meet the needs of clients.

B) Homemakers shall be provided a minimum of eight (8) hours of training annually.

Training may be provided by:

(1) A recognized institution of learning such as a vocational school, a community college;
(2) An agency charged with education of the public in health-related matters such as the American Red Cross;
(3) Or may be provided by the employing agency utilizing a designated coordinator and appropriate professional specialists as instructors;
(4) Instructors shall include a nurse; a social worker; a home economist; nutritionist or dietitian; professional or homemaker employees

14) A record of training and attendance must be kept and provided during monitoring or upon request.

a) Records should adequately depict the subject, number of hours, and other pertinent information to assure these standards have been met.

e) Staffing for Homecare

A) Provide sufficient supervisory staff to ensure effective administration and coordination of the Homecare program with the following duties:

(a) meet all requirements of 910 KAR 1:180
(b) Perform in-house monitoring of 10% of case records, documenting findings on a quarterly basis
(c) Take corrective actions on areas identified as deficient
(d) Provide in-house trainings and technical assistance based on the findings
(e) Provide in-house review of 25% of all closed cases prior to final close. Documentation of findings and resolutions should be available at monitoring

B) Provide sufficient staff to carry out case management and assessment duties described in 910 KAR 1:180 who meet the requirements outlined in 910 KAR 1:180, Section 5 and also perform the following duties:

(a) Document community resources offered to individuals placed on the Homecare Waitlist
(b) Document in the client's electronic record, on a monthly basis, contacts that include evaluation of the client's continued need for services and any change in condition or change in status including informal supports, new service providers, reduction or increase of need, and goals

(c) Review a social security award letter, bank statement, or official document to verify income and document in the client's file. Document in the state reporting system.
(d) Determine client eligibility, including any required fees utilizing the Homecare fee Schedule
(e) Utilize the person-centered planning approach and document the process in the client record including who was involved, agency, and services they will provide
(f) Record in electronic file informal and formal supports in the homecare client's plan
(g) Record all contacts with the client and/or caregiver, ensuring a minimum of one (1) contact per month
(h) Do not duplicate Medicaid Waiver services and document ineligibility of same or similar services through Medicaid in the client's file
(i) All documentation should be recorded in the state recording system.

C) Ensure that in-home service providers have a scheduling supervisor who monitors and communicates the delivery of services to the case management provider

D) Ensure staff fulfilling the duties of social service assistant (SSA) meet program qualifications per 910 KAR 1:180, 1 (19)(a-h)

f) Volunteers

1) Ensure volunteers that are providing direct service are trained on their role and the Federal, State, local, and contractual requirements of their duties.

2) Ensure volunteers performing the work of a paid staff position meet all qualifications of the position.

3) Maintain volunteer records including but not limited to training, total number of volunteers, training hours provided, job description, and work completed.

4) Provide or arrange for appropriate insurance coverage to protect volunteers from personal liabilities.

g) Acknowledgements

1) Ensure public awareness materials supported with state/federal funds and allocated to the Contractor through this Contract contain the following statement: "This information is made possible by state and/or federal funding provided by the Kentucky Department for Aging and Independent Living."

SHIP materials: "This publication/project was supported by Kentucky with financial assistance, in whole or in part, through a grant from the Administration for Community Living"

2.08 Requirements Specific to Title III Programs

a) Intake and Screening

1) Registered Services as Defined by the Administration on Community Living

A) Utilize ADRC screening to determine eligibility for Title III programs and to provide community resources to potential clients on the waiting list for Title III services.

B) Provide person centered planning and transition support for consumers and families with multiple needs.

C) Record in state reporting system those demographics required by the Administration for Community Living.

2) Unregistered Services

A) Record in state reporting system those demographics required by BGAAAIL and DAIL and make reasonable effort to record additional demographics.

b) Match Requirements

Program	Federal	State/Local
Title III Administration	**75%**	**25%**
Title III-B Supportive Services,	**85%**	**15%**
Title IIIC-1, Congregate	**85%**	**15%**
Title IIIC-2, Home Delivered Meal	**85%**	**15%***
III-D Health Promotion and Disease Prevention	**100%**	**n/a**
Title III-E National Family Caregiver Support Program	**75%**	**25%**
***5% of the 15% Match Requirement must come from state sources.**		

c) Additional Requirements for Title IIIB Supportive Services

1) In-home services shall only be contracted with those personal service agencies certified pursuant to KY Office of the Inspector General. This certification must remain effective for the duration of the contract year.

2) Provide in-home services to clients based upon the client's needs assessment.

3) Ensure current services provided to the client reflect the care plan.

4) Report in-home client contacts and any change in the client's status in state reporting system

5) Utilize the person-centered planning approach and document the process in the client record including who was involved, the agency, and services they will provide.

6) Providing general information to or conducting follow-up for potential clients on the waiting list may not be recorded as a case management service, but may be recorded as a supportive service where applicable (i.e. information and assistance).

7). Ensure homemakers providing in-home services are adequately trained.

A) Each new homemaker shall be provided a training course with a minimum of eight (8) hours of coursework. In addition, new employees shall shadow an experienced homemaker for at least four (4) hours.

a. Training topics shall include but not be limited to:

1. Working with Older Individuals

2. Working with Individuals with Disabilities

3. Client Confidentiality

4. Maintaining a Clean and Safe Environment

5. Recognizing and Reporting Abuse, Neglect, and Exploitation

6. Skills-related training to perform job duties

b. Trainings for new employees shall be provided at a frequency that allows direct service providers to adequately hire and on-board staff in order to meet the needs of clients.

B) Homemakers shall be provided a minimum of six (6) hours of training annually.

C) Training plans must be approved by BGAAAIL.

D) A record of training and attendance must be kept and provided during monitoring or upon request.

a. Records should adequately depict the subject, number of hours, and other pertinent information to assure these standards have been met.

d) Additional Requirements for Ombudsman

1) Ensure compliance with 910 KAR 1:210.

2) Engage with community partners to inform and educate residents, organizations, the long-term care industry, and the general public on issues affecting the long-term care system, the Ombudsman Program, and resident rights per 910 KAR 1:210 Section 4(2)(j).

3) Participate in elder abuse prevention activities including but not limited to:

A) Training facility staff

B) Providing information to facility residents

C) Providing information to caregivers, family, friends, and support networks of facility residents

4) Ensure that for maintenance of effort, the Contractor shall expend on activities of the Ombudsman Program not less than the amount of Title III funds expended by the Contractor in Federal Fiscal Year 2019, pursuant to section 306 (9) (A) of the Older Americans Act,. If the Contract fails to meet any individual component of this requirement it shall have a reduction in administrative funds equal to the unmet maintenance of effort for this program for the next fiscal year.

5) Provide thorough documentation in state reporting system including but not limited to:

A) Ombudsman activities

(i) complaints closed

(ii) consultations to facility staff

(iii) information and assistance to individuals

(iv) participation in facility surveys

(v) resident council participation

(vi) family council participation

(vii) facility visits

B) Training

(i) volunteer ombudsman

(ii) friendly visitors

(iii) ombudsman staff

(iv) facility staff

C) Community Education

6) Employ one (1) full time District Long-Term Care Ombudsman.

7) Recruit volunteers to ensure adequate presence in each long-term care facility.

8) Increase long-term care resident knowledge of home and community based long-term services and supports options.

e) Additional Requirements for Title III-C1 Congregate Meals and Title III-C2 Home Delivered Meals

1) Ensure every meal shall provide one-third (1/3) of the dietary reference intake (DRI), meet the requirements of the most recent Dietary Guidelines for Americans, and have been approved every 3 years or at each bid cycle (whichever is the less duration) by a Kentucky dietitian or certified nutritionist. This includes emergency and shelf-stable meals.

2) Ensure Title IIIC meal participants have the opportunity for an option to choose a milk/calcium – rich food item for consumption with their meal. This can be skim milk, 1% milk, 2% milk, 1% chocolate milk, calcium fortified orange juice, strawberry yogurt, strawberry banana yogurt or vanilla yogurt.

3) Employ a site director on a paid or volunteer basis who is responsible for activities at the site. OAA Title III-C1 funds may pay a maximum of five (5) hours per day of the site director's time.

f) Additional Requirements for Title III-C1 Congregate Meals

1) Provide one (1) hot or nontraditional congregate meal per day, five (5) or more days per week, within each county (except in a rural area where such frequency is not feasible and less frequency is approved in writing by BGAAAIL).

A) All exception requests must be approved by BGAAAIL before the Contractor can serve congregate meals less than five (5) days per week in a rural area.

2) Perform nutrition screening using questions required by DAIL at intake and at least annually thereafter.

a. The score assigned to each question and the total score shall be recorded in state reporting system.

3. Implement a plan for nutrition education that shall include a minimum of one (1) session each month. Information provided should be derived from a reputable, professional source.

g) Additional Requirements for Title III-C2 Home Delivered Meals

1) Administer Title III-C2 Home Delivered Meals in accordance with the OAA, 910 KAR 1:190 and the provisions of this contract.

2) Provide one (1) hot or nontraditional home delivered meal per day, five (5) or more days per week.

3) Perform nutrition screening using questions required by DAIL at intake and at least annually thereafter.

A) The score assigned to each question and the total score shall be recorded in state reporting system.

4) Implement a plan for nutrition education that shall include a minimum of one (1) session each month. Information provided should be derived from a reputable, professional source.

5) Ensure clients meet eligibility as outlined in 910 KAR 1:190 Section 2(3), Eligibility and document how participants of home delivered meals meet eligibility:

A) unable to attend a congregate site because of illness or an incapacitating disability and

B) there is no one in the home able to prepare a nutritious meal on a regular basis.

6) Provide documentation of approval for provision of non-traditional meals.

A) Include documentation of contact with participants who receive non-traditional meal delivery less than once a week.

B) Complete and retain non-traditional meal assessments on all Home Delivered Meal clients receiving non-traditional meals and record the following items in the participant's record:

(i) The need for further nutrition and/or malnutrition risk intervention as determined by a score of six (6) or greater and malnutrition risk score of 2.

(ii) Intervention provided based on score.

(iii) Follow up on previous interventions.

h) Additional Requirements for III-D Disease Prevention and Health Promotion **(Title IIIB Providers Only)**

1) Administer Title III-D Disease Prevention and Health Promotion services and information that are evidence-based at senior centers, at congregate meal sites, or through home delivered meals programs, or other appropriate sites in accordance to section 361 of the OAA, any policies and procedures required of the chosen program, and the provisions of this contract.

2) Ensure Title III-D funds are only utilized for programs that have been, through rigorous evaluation, demonstrated to be evidence-based and effective according to the definitions of the ACL and approved by BGAAAIL.

3) BGAAAIL reserves the right to limit the programs available for selection to more efficiently utilize financial resources and improve the health outcomes across the Region.

4) All programs utilizing Title III-D funding must be pre-approved by BGAAAIL. Contact Sarah Eldridge at seldridge@bgadd.org for program approval.

5) Contractor must provide a minimum of two (2) BGAAAIL approved evidence-based intervention in each Senior Center per fiscal year.

6) Each Title IIIB Provider must engage with local health departments to promote smoking cessation among older adults.

i) Additional Requirements for Title III-E National Family Caregiver Support Program

(Title IIIE Provider Only)

1) Participate in conference calls and attend BGAAAIL meetings or trainings as scheduled and requested by BGAAAIL.

2.09-Monitoring Requirements

The ADD shall monitor and evaluate the performance of activities under of all programs in accordance with this Contract, (45 CFR 1321.11), 910 KAR 1:220, 910 KAR 1:210, 910 KAR 1:180 and all other federal and state laws, regulations, and licensure requirements.

a) Contractor shall ensure that client eligibility has been determined, according to each program regulation, prior to the provision of services and entered into state reporting system and STARS prior to service implementation.

b) Contractor shall respond to BGAAAIL monitoring reports by submission of and compliance with a corrective action plan based on monitoring results.

c) Provide training and technical assistance regarding corrective action plans as needed.

2.10-Related Documents and Materials Incorporated by Reference

KRS Chapter 13B Administrative Hearings KRS 45A Kentucky Model Procurement Code

KRS 116.048 Voter registration agencies

KRS 147A.115 Annual reports of receipt and expenditure of state and federal funding

KRS 205.211 Secretary to correct any underpayment or overpayment of public assistance benefits KRS 209.030 Reports of adult abuse, neglect, or exploitation

200 KAR 2:006 Employees' reimbursement for travel

KRS 216.541 Willful interference with representatives of Office of the Long-Term-Care Ombudsman prohibited - Retaliation against complainant prohibited - Penalty - Liability insurance for representatives of the ombudsman program.

KRS 216.710 Personal services agencies

200 KAR 2:006 Employees' reimbursement for travel

910 KAR 1:140 Appeal Procedures

910 KAR 1:170 Older Americans Act Supportive Services for the Elderly

910 KAR 1:180 Homecare program for the elderly

910 KAR 1:190 Nutrition program for older persons

910 KAR 1:210 Kentucky Long-term Care Ombudsman Program

910 KAR 1:220 General administration, programs for older individuals and persons with disabilities

2020 Reauthorization of the Older Americans Act

2.11 - Equipment and Property

The Vendor shall not purchase equipment or property with contract funds, unless and except as specifically authorized under the scope of work and specifications of this Contract.

If equipment and property purchases are specifically allowed by the Scope of Work the following shall apply:

A. Requirement of Inventory

1. Inventory Tracking

The Vendor shall conduct a complete, physical inventory of all equipment and/or furniture purchased with funds from this contract and provides such upon monitoring annually. If missing, Said items shall be submitted to the contract specialist identified on the title page as well as acknowledgement that the item was located or missing, and where applicable the steps taken to locate the item and/or report such to the police. If an item is/has been transferred to another location or there is a custodian change, a CHFS-117 form is to be immediately completed and routed to the BGAAAIL Director.

2. Loss/Destruction

The Vendor shall immediately notify the BGAAAIL if an item purchased with funds through this Contract is damaged, missing, or stolen. In compliance with KRS 45.313, the Vendor shall forward in writing to BGAAAIL the item description and corresponding property tag number with

a written explanation of how the item was damaged, missing, and a police report if the item was stolen.

3. Surplus

All Region owned property and supplies no longer needed, may be declared surplus and disposed of upon prior approval from the BGAAAIL. Upon identification of items to be surplused or returned, the Vendor shall complete a B-217 and mail it to the BGAAAIL Director within thirty (30) calendar days when any of the following occurs:

a. The equipment or furniture is no longer needed by the Vendor and is available for surplus;

b. The contract is terminated; or

c. The contract period ends and will not be renewed.

Upon receipt of the B-217, the Agency's property officer shall review the fixed asset information and advise if the disposal method requested is approved. If the item(s) were purchased by federal funds, any funds received from the sale of the equipment having an acquisition cost of $5,000 or more, must be credited against the appropriate federal grant.

As soon as possible, but no later than five (5) business days of terminating this contract for any reason, the Vendor shall deliver to BGAAAO: a complete and current inventory, including the information referenced in Section 9.48, of any and all of the Agency's equipment and furniture in its possession, custody, or control. Within thirty (30) business days of the contract expiration/termination date, the Vendor shall return or make available any equipment and/or furniture.

If needed, both the CHFS 117 and 217 forms can be obtained by contacting Sole Point of Contact listed on the Title Page.

SECTION 3-PRICING/INVOICING

a) Payments by BGADD to the Contractor shall be conditioned upon:

1) receipt of appropriate, accurate, and actual invoices along with backup documentation including source documentation,

2) receipt of invoices by the 8th day of the month following month of service,

3) continued satisfactory performance, as determined by BGAAAIL, and

4) the availability and allocation of local agency or governmental funds, or state or federal funds necessary to finance the performance of the services described in this Contract.

5) Payment by BGADD to the Contractor shall be made only after approval and full execution of this Contract.

6) Reimbursement of actual allowable expenditures shall be made in accordance with the approved budget and only after the BGADD Financial Officer or their designee has approved the invoice. Payment shall be made upon receipt of funds from CHFS/DAIL to BGADD.

b) Pursuant to KRS 205.211, the CHFS Cabinet Secretary has the authority to correct any underpayment or overpayment of public assistance benefits.

c) Requirements for Invoices

Invoices may be submitted between the sixth (6th) and eighth (8th) day of each month following the month of service to BGADD by the Contractor.

Invoices must be submitted in accordance with Section 3.00 A – Payment and at a minimum include:

A) Vendor's name and address.

B) Program that invoice(s) are using for funding.

C) Clearly list dates of service (from and to) in stated format example: January 1, 2025 to January 31, 2025.

D) The dates covered by the invoice must be between the first day of the month and the last day of the month. Invoices cannot cover part of a different month. For example, April's invoice would be April 1 through April 30, not April 1 through May 19.

E) Total amount due for the current billing cycle.

F) Cumulative total for all invoices to date.

If invoices are not received by the 8th, no approval or payment will take place until the following month's submission of invoices. In this event, individual monthly invoices are required and will not be accepted in a combined amount on a single invoice.

If notification of incorrect invoices is received, the Contractor will have one (1) business day to respond.

If invoices are not correct in totality (financial and programmatic) within one (1) business day, payments will not be made until the following month with the submission of that month's invoice.

The above policies exclude the procedures for the month of June.

A) June invoices shall be due to BGADD in compliance with the Commonwealth's fiscal year close out procedure.

B) A closing memo will be issued to the Contractor upon notification to BGADD by DAIL providing the timeline that must be adhered to for the June invoicing schedule.

All services billed must be documented as required in state reporting system and/or other program-specific systems. **Required data on invoices or invoice backup forms must match data recorded in state reporting system**.

Invoices for payment shall be submitted electronically to the BGADD Aging Accounting Specialist.

Payment shall be conditioned upon receipt of appropriate, accurate, and acceptable invoices submitted in a timely manner.

The Contractor shall submit monthly invoices. The invoice must include at a minimum:

1. Vendor's name and address.

2. Program that invoice(s) are using for funding.

3. Clearly list dates of service (from and to).

Example

Monthly Invoice: Dates of Service from: July 1, 20XX to: July 31, 20XX

4. Date of Invoice (date invoice is prepared). July's invoice should be prepared no later than August 15, 20XX.

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.

d)--BGADD shall recoup any funds it determines are unallowable, excessive, and unreasonable. All costs must follow the guidelines set forth below:

e) Payment will be made to Contractor via electronic banking transaction upon BGADD receiving payment from CHFS/DAIL.

SECTION 4-BGADD GENERAL TERMS AND CONDITIONS

4.00-Memorandum of Agreement Standard Terms and Conditions

4.00.01-Contract Components and Order of Precedence

The BGADD's acceptance of the Contractor's offer indicated by the issuance of a Contract Award by the BGADD and approved by the BGADD Executive Board 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.

In the event of any conflict between or among the provisions contained in the Contract, the order of precedence shall be as enumerated above.

4.00.02-Term of Contract

The term of the Contract is to be for the period of July 1, 2024 through June 30, 2025

The Terms and Conditions of this Contract may be extended or amended according to the provisions of KRS Chapter 45A.

4.00.03-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 BGADD, and incorporated as a written amendment by the BGADD/AAAIL prior to the effective date of such modification or change. Modification shall be subject to prior approval from the Bluegrass Aging Advisory Council, or this authorized designee, and the BGADD Executive Board. 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 Contract Specialist identified on page 1 for consideration and decision.

4.00.04-LRC Policies

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage and would impact any contract established under KRS 45A.690 - 45A.725, where applicable.

A link to the LRC webpage is as follows:

See: https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html

4.00.05-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 BGADD 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.

4.00.06-Authorized to do Business in Kentucky

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.

If a foreign entity, 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.

4.00.07-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. 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. Foreign entity is defined within KRS 14A.1-070.

4.00.08-Payment

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by BGADD. The invoice must conform to the method described in Section 2.06 and 3-Payment and Invoicing Requirements of this Contract.

4.01-General Provisions

4.01.01-Headings

The section headings in this Contract are for reference and convenience only and shall not have any effect on the construction or legal effect of this Contract.

4.01.02-Assignment

This Contract shall be binding upon and inure to the benefit of the respective legal successors of the Parties. However, neither this Contract nor any rights or obligations hereunder may be assigned, in whole or in part, without the prior written consent of CHFS, and BGADD Executive Board.

4.01.03-No Required Use of Contract

This Contract does not guarantee any minimum use of services. The BGADD/AAAIL 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 BGADD/AAAIL 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 BGADD/AAAIL employees. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by BGADD/AAAIL employees.

4.01.04-Severability

It is understood and agreed by the Parties that if any part, term, or provision of this Contract is held by the courts to be illegal or in conflict with any law of the Commonwealth of Kentucky or of the United States of America, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provision held to be invalid, if the remainder of the Contract is capable of performance.

4.01.05-Indemnification

The Contractor shall indemnify and hold harmless BGADD and its agents, representatives, officers, directors, employees, insurers, successors, and assigns from and against any and all expenses, costs (including attorneys' fees), causes of action, liability, loss and/or damages suffered or incurred by it or any of them, that results from or arises out of (a) this Contract; (b) any and all acts of the Contractor and or its Subcontractor(s); (c) the policies and procedures of the Contractor, specifically including all Contractor employment practices employed by Contractor during the term of this or any prior Contract with BGADD; (d) any dishonest, fraudulent, criminal, or negligent or unauthorized acts or errors or omissions which are committed by Contractor or any of Contractor's employees or agents or Subcontractors; (e) the publication translation, reproduction, delivery, performance, use or disposition of any data produced by BGADD in an unauthorized manner, provided that such action was not taken by Contractor or as a result of the express written request of CHFS; or (f) Contractor's failure to comply with any applicable state or federal laws or regulations.

4.01.06-Sovereign Immunity

The Parties expressly agree that no provision of this Contract constitutes a waiver by BGADD or the Commonwealth of Kentucky of any immunities from suit or from liability that BGADD or the Commonwealth of Kentucky may have by operation of law.

4.01.07-Force Majeure

Events or conditions beyond the reasonable control of the Parties shall not be construed as non-performance, nor shall reductions be applied as a result of such events. Events or conditions beyond the Party's reasonable control include, but are not limited to, natural or man-made disasters, weather events, transportation crashes, labor strike or shortage, war, riot or other civil unrest, or state or national declared emergency, including a pandemic, or public utility failures. However, BGADD retains the right to obtain the necessary services elsewhere in the event of such non-performance by the Contractor. In this event, the Parties shall negotiate in good faith any appropriate offset to the compensation payable under this Contract. The Contractor shall cooperate and shall require that any Subcontractor cooperate with BGADD in such event. The existence of such causes of delay or failure will extend the period of performance in the exercise of reasonable diligence until after the causes of delay or failure have been removed. Each Party must inform the other, orally or in writing, as soon as possible of the existence of a force majeure event. In order to preserve this right as a defense each Party must inform the other in writing, with confirmation of receipt, within twenty (20) business days of the existence of a force majeure event or otherwise waive this right as a defense to a claim by the other Party of non-performance.

4.01.08-Maintenance of Insurance

During the term of this Contract, The Contractor shall maintain and shall require any Subcontractor to maintain their directors and officers liability insurance, Workers' Compensation insurance, employer liability insurance, and such other liability insurance as reasonably necessary in The Contractor's business judgment to provide adequate coverage against losses and liabilities attributable to the respective acts or omissions of The Contractor and the Subcontractor(s) in the performance of this Contract. The Contractor shall provide or cause to be provided and shall require any Subcontractor to provide or cause to be provided evidence of such coverage upon request.

To the extent that The Contractor and any Subcontractor are not self-insured, each shall, in any event, name BGADD as an additional insured on any policy of coverage, with the exception of the Workers' Compensation and any reinsurance. The Contractor and any Subcontractor shall notify BGADD of the evidence of insurance coverage within five (5) business days of coverage. Notice shall be sent in writing to BGADD.

BGADD shall not be responsible for any premiums or assessments on the policy or policies held by The Contractor or any Subcontractor under this Contract. BGADD may, at its sole option, pay one or more premiums, if it decides that to do so would be in the best interest of the Program. Should BGADD exercise this option, it shall be fully reimbursed by The Contractor, either by The Contractor directly or by an offset against future payments.

The Certificate of Insurance for any policy other than self-insurance or any reinsurance must require that the insurer shall not cancel the coverage without thirty (30) days prior written notice to BGADD.

The Contractor shall notify BGADD within five (5) business days of any cancellation or interruption of The Contractor or Subcontractor's insurance coverage. BGADD shall require in any subcontracts that the Subcontractor provide such notice within five (5) business days to The Contractor and BGADD. The Contractor shall assure and require that any Subcontractor assure that insurance is in effect at all times during the life of this Contract. If their respective insurance coverage expires at any time during the term of this Contract, The Contractor and any Subcontractor shall provide at least thirty (30) calendar

days prior to the expiration date, to the extent possible, a new Certificate of Insurance evidencing coverage as provided herein for not less than the remainder of the term of this Contract.

4.01.09-Licensure, Certification, and Registration

The Contractor shall:

1. Ensure that all appropriate licenses, registrations, and/or certifications necessary for performance under this contract are in good standing and maintained at all times; readily accessible; and available for production upon request.

4.01.10-Permits, Licenses, Taxes, and Laws

The Contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments in which work under this Contract is performed.

To the extent required by law, The Contractor shall pay any sales, use, personal property and income taxes related to this Contract. Any other taxes levied upon this Contract, shall be borne by the Contractor.

Contractor shall be responsible for all applicable Federal (including FICA), State and Local tax withholdings.

4.01.11-Legal Proceedings

Except as specifically disclosed in writing to BGADD by The Contractor, prior to the date of this Contract, The Contractor certifies there are no suits, investigations, or other proceedings pending or threatened against The Contractor or any Subcontractor that would have a material effect on The Contractor's ability to perform under this Contract, or on Subcontractors ability to perform under their respective subcontracts, if applicable. Further, The Contractor shall notify BGADD within one (1) business day, and in writing within three (3) business days, of any suits, investigations, or other proceedings involving the Contractor related to this Contract. The Contractor shall send written notice to the BGADD/AAAIL Contract Designee.

4.01.12-No Grant of Employment or Agency

Nothing in this Contract shall be construed, in any way, as granting to any individual providing services under the Contract any of the claims, privileges, or rights established or recognized under KRS Chapter 18A or KAR Title 101.

At no point shall any individual providing services under this Contract be considered a full-time or part-time employee of BGADD, for any purpose, including but not limited to unemployment, taxes, withholding, health insurance, liability, retirement, Workers' Compensation, vacation, sick or other leave, the Family Medical Leave Act, accrued benefits, evaluations, or any other purpose. At all times, any such individual shall be considered and deemed to be an employee, volunteer, or independent contractor of the Contractor shall be a third-party beneficiary of this Contract or an agent or an employee of the BGADD.

4.01.13-Discrimination Prohibited

During this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment or any individual requesting or receiving services from Contractor based on race, religion, color, national origin, sex, disability, age, political beliefs, veteran's status, national origin, or any protected class identified in federal, state or local laws. The Contractor will not retaliate for prior civil rights activity. The Contractor agrees to comply with , as applicable, the Kentucky Civil Rights Act, the Americans with Disabilities Act of 1990 as Amended (ADA), Section 1557 of the Patient Protection and Affordable Care Act, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as applicable, and all other applicable federal, state and local regulations relating to prohibiting discrimination.

2. The Contractor agrees to post in conspicuous places, available to program or service applicants or recipients, notices setting forth the provisions of this non-discrimination clause.

3. In all program or service solicitations or advertisements placed by or on behalf the Contractor will state that they will not discriminate against anyone applying for or receiving assistance or services based on race, religion, color, national origin, sex, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity, or any other protected class identified in federal, state, or local laws.

4. 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 cancelled, terminated or suspended in whole or in part, and such other sanctions that may be imposed and remedies invoked as provided in or as otherwise provided by law.

5. In compliance with the prohibition against Disability discrimination and in compliance with the implementing guidance for the Americans with Disabilities Act issued by the Department of Justice, the Contractor agrees to provide, free of charge, appropriate accommodations for applicants or recipients with disabilities, including auxiliary aids and services for persons with disabilities who require alternative means of communication.

6. In compliance with the prohibition against National Origin discrimination and, by extension discrimination based on Limited English Proficiency (LEP), the Contractor agrees to provide meaningful language assistance measures free of charge to program or service applicants or recipients with Limited English Proficiency. The language services shall:

A. Be consistent with the general guidance document issued by the Department of Justice, which sets forth the compliance standards recipients of federal financial assistance must follow to ensure that LEP persons have meaningful access to the program's services and activities;

B. Have a method of identifying LEP individuals; and

C. Provide language assistance measures (e.g., oral interpretation and written translation services; training of staff; note to LEP persons of availability of language access assistance; monitoring compliance, etc.).

4.01.14-Staffing

Any individual providing services under this Contract must not be included on any formal registry or listing that is required by law and which relates to abuse, neglect, sexual offenses, or other inappropriate practices or which, in any way, prohibits their employment for or performance of the services required herein, including but not limited to the nurse aid abuse registry and the Child Abuse Prevention and Treatment Act registry. In the event of any such listing or registration, the Contractor shall immediately notify BGADD/AAAIL.

Any individual providing services under this Contract must not be prohibited or debarred from providing services or participating in any state or federal governmental program, including but not limited to the Medicare and Medicaid programs. In the event of any such prohibition or debarment, the Contractor shall immediately notify BGADD/AAAIL.

4.02-Contract Performance

4.02.01-Service Delivery Requirements

All services provided by the Contractor shall be in accordance with all applicable federal and state statutes and regulations.

4.02.02-Total Amount of Funds and Budget Revisions

BGADD shall have the right to recoup the amount of any overpayment, regardless of the reason for the overpayment. Any reconciliation or settlement of fund balances contained in the Summary Line Item Section of this Contract shall be negotiated between BGADD and the Contractor and determined as soon as feasible before the end of the scope of work as set forth under the Contract.

The Contractor shall not request a budget revision within the last sixty (60) days of the contract period.

4.02.03-Subcontractors

Unless otherwise provided for in this contract, the Contractor shall make no subcontract with any other party for furnishing any of the work or services herein contracted without written consent of the BGADD. This provision shall not require the approval of contracts of employment between the Contractor and personnel assigned for services thereunder. The Contractor shall be solely responsible for performance of the entire Contract whether or not subcontractors are used.

4.02.03.01-Responsibility for Subcontractor Contract Requirements

All references to the Contractor shall be construed to encompass both the Contractor and any Subcontractors of the Contractor. The Contractor's contract with any Subcontractor related to this Contract shall specify that all requirements of this Contract are applicable and binding on the Subcontractor. If requested, the Subcontractor must make available to the Contractor and BGADD, copies of personnel records and documentation of employees' compliance with this Contract.

Prime Contractor is responsible for carrying out the Affirmative Action Steps outlined in 2 CFR Part 200.321 when selecting subcontractors.

4.02.03.02-Subcontractor Monitoring Requirements

The Contractor shall monitor Subcontractors for compliance with this Contract and the specific provisions of the Contractor's contract with the Subcontractor.

4.02.04-Indirect Cost

Except as otherwise authorized by this Contract, no indirect costs shall be reimbursed.

4.02.05-Financial Record Retention

The Contractor agrees to maintain all records pertaining to this Contract for a period of not less than three (3) years after all matters pertaining to this Contract (e.g., audit, settlement of audit exceptions, disputes, etc.) are resolved in accordance with applicable federal and/or state laws, regulations, and policies (except as may otherwise be specified in this Contract).

4.02.06-Confidential Information

The Contractor shall comply with the state and federal rules law governing access to and use of information and data provided by BGADD/AAAIL or collected by the Contractor. The Contractor will use such information or data only for those purposes expressly authorized in this Contract. The Contractor will keep all confidential information and data confidential. The Contractor shall have an appropriate agreement or policy with its employees to that effect. Any dissemination of information about projects funded and the scope of work described in the terms and conditions of this Contract, must be fully documented and reviewed by the BGADD's project manager before any representation, electronic or otherwise, of projects, their funding sources, use of data, or data analyses may be posted to a web page or otherwise published.

Any dissemination of information about projects funded and the scope of work on this Contract must be fully documented and reviewed by the BGADD's project manager before any representation of projects, their funding sources, use of data, or data analysis may be posted to a web page or otherwise published.

BGADD, the Cabinet, the Office of the Attorney General, the Office of the Auditor of Public Accounts, or any representative of a government funding agency authorized to review records for audit or investigation purposes shall have unrestricted access on demand to the Contractor's policies and procedures for compliance with these confidentiality requirements, the confidentiality agreements with its personnel, and subcontractor confidentiality assurances.

The foregoing will not apply to:

1. Information that the BGADD/AAAIL has released in writing from being maintained in confidence;

2. Information that at the time of disclosure is in the public domain by having been printed and published and available to the public in libraries or other public places where such data is usually collected; or

3. Information that, after disclosure, becomes part of the public domain as defined above, through no act of the Contractor; or

4. Information required to be disclosed by law.

The Contractor shall have an appropriate agreement with its Subcontractors extending these

confidentiality requirements to all Subcontractors' employees.

4.02.07-HIPAA Confidentiality Compliance

The Contractor agrees to abide by the "HIPAA Privacy Rule," 45 CFR Parts 160 and 164 established under the Health Insurance Portability and Accountability Act, Public Law 104-191 (42 USC 1320d).

4.02.08-Response/Compliance with Audit Findings

The Contractor shall comply with and shall ensure any Subcontractor complies with any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle relating to this contract. The Contractor will provide BGADD, for BGADDs' approval, a Corrective Action Plan that addresses deficiencies identified in any audit(s), review(s), or inspection(s) within thirty (30) calendar days of the close of the audit(s), review(s), or inspection(s). The Contractor shall bear the expense of compliance with any noncompliance finding that impacts or is related to the Contractor's work under this Contract. Noncompliance may also result in penalties.

4.02.09-Research Project Approval and Institutional Review Board Requirements

If applicable, any proposed research project under under this Contract shall follow the procedures and protocols in 920 KAR 1:060 which provides for the Cabinet's review of research projects supported or funded in whole or in part through CHFS. If the proposed research project involves human subjects, it shall comply with federal regulations 45 CFR 46 and the requirements of the Cabinet's Institutional Review Board for the Protection of Human Subjects (IRB). The project manager assigned by CHFS will provide all documentation and protocols for review and approval by the CHFS IRB. No research may begin until the IRB approves the project.

4.02.10-Performance-Based Penalties

Upon a determination of failure to perform services outlined in Section 2-Scope of Services, the BGADD may issue penalties up to five percent (5%) of the total amount of contract for each instance of non-performance.

If the BGADD elects not to exercise any of the penalty clauses herein in a particular instance, this decision shall not be construed as a waiver of the BGADD's right to pursue the future assessment of any performance standard requirement and associated penalties. In addition, a Corrective Action Plan may be issued as outlined in item 1.B. below.

The BGADD/AAAIL will work with the Contractor to resolve performance issues at all times.

1. Requirement of Corrective Action:

   A. Letter of Concern

   Should the BGADD determine that the Contractor or any Subcontractor is in violation of any requirement of this Contract, the BGADD shall notify the Contractor of the deficiency through a "Letter of Concern." The Contractor shall contact the BGAAAIL's representative designated by the BGADD within two (2) business days of receipt of the Letter of Concern and shall indicate how such concern is unfounded or how it will be addressed. If the Contractor fails to timely contact the designated representative regarding a Letter of Concern, the BGADD shall proceed to the additional enforcement contained in this Contract.

B. Corrective Action Plan

Should the BGADD determine that the Contractor or any Subcontractor is not in substantial compliance with any material provision of this Contract, they shall issue a written deficiency notice and require a corrective action plan be filed by the Contractor within ten (10) business days following the date of the notice.

A corrective action plan shall delineate the time and manner in which each deficiency is to be corrected. The plan shall be subject to approval by BGADD/AAAIL or the BGADD Executive Board, which may accept the plan as submitted, may accept the plan with specified modifications, or may reject the plan within ten (10) business days of receipt. BGADD may reduce the time allowed for corrective action depending upon the nature of the deficiency.

C. Failure to Respond to Letter of Concern or Corrective Action Plan Notice

Failure of the Contractor to respond to a Letter of Concern within two (2) business days of receipt of the Letter of Concern may result in the delay or suspension of pay until all conditions of the contract are met.

D. Request for Extension

Upon request, BGADD may extend the time allowed for both a response to the Letter of Concern and a Corrective Action Plan depending upon the nature of the deficiency. The Contractor shall request an extension of time in writing from the representative designated in the Letter of Concern or the written deficiency notice. The written request shall contain a justification and proposed extension period.

2. Failure to Correct any identified deficiency may result in cancellation of this contract.

3. Upon timely resolution of all performance-based issues outlined in the Corrective Action Plan, and if BGADD chose to withhold up to 5% of total amount of the contract, Contractor shall receive reimbursement of those funds.

4.02.11-Performance and Evaluation

BGADD may complete a Performance Evaluation (PE) once a year to document contract performance. PE documents will be maintained by BGADD. Performance documented by PE may be considered when making future awards. To obtain a copy of the PE documents completed for this Contract, contact the Contract Specialist identified on page 1.

4.02.12-Provisions for Termination

The Contract shall be subject to the termination provisions set forth in 200 KAR 5:312. This Contract may be terminated:

- If the Contractor is in default of its contractual obligations, after the BGADD has provided the Second Party written notice of the identified deficiencies and a specified time to cure; For convenience of the BGADD by providing the Contractor thirty (30) calendar days written notice of termination;
- Immediately for cause;
- Upon less than thirty (30) calendar days notice to the Contractor, upon written determination of the BGADD, or his designee, for convenience of the Bluegrass Service Area.

All termination notices shall be sent certified mail, return receipt requested and in accordance with 200 KAR 5:312.

4.02.13-Business Continuity, Disaster Recovery, and Information Security Requirements

The Contractor shall maintain and implement a Business Continuity Plan, Disaster Recovery Plan, and Information Security Plan, which shall detail the steps The Contractor will take in the event of an outage or failure of either The Contractor's or BGADD's data or communication or technical support system. Such plans shall enable The Contractor to continue to meet all contractual requirements of BGADD. The Contractor shall provide a copy of its plans upon request. All costs associated with activating and sustaining execution all plans shall be borne by the Contractor.

4.02.14-Protection of Personal Information Security and Breach Investigation Procedures and Practices Act

When applicable, contractors that receive Personal Information, as defined by KRS 61.931, shall secure and protect the Personal Information by complying with all applicable requirements of the Personal Information Security and Breach Requirements contained in KRS 61.931-KRS 61.934. 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 and that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology:

See:

http://technology.ky.gov/ociso/Pages/InformationSecurityPolicies.StandardandProcedures.aspx

The Contractor shall comply with all applicable notification provisions in KRS 61.932 and KRS 61.933. The Contractor agrees to undertake a prompt and reasonable investigation of any security breach, as defined in KRS 61.931, as required by KRS 61.933. Upon conclusion of an investigation of a security breach of Personal Information, the Contractor agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach. The Contractor agrees that the BGADD may withhold payment(s) owed to the Contractor for any violation of the requirements contained in KRS 61.931-KRS 61.934. The Contractor agrees to cooperate with the BGADD in complying with any response, mitigation, correction, investigation, and notification requirements of the Act.4.03-Breach and Contract Termination.

4.03-Breach and Contract Termination

4.03.01-Remedies for Breach

In the event of breach of contract by the Contractor, BGADD may pursue any remedy available to it under this Contract, KRS Chapter 45A, or by law. The remedies may be invoked without regard to the existence of any other available remedy and may include the enforcement of any holdback provision or payment of any specified liquidated damages.

4.03.02-Transition/Turnover

In the event of non-renewal or termination, upon receipt of required notice of non-renewal or termination, the Contractor shall provide any turnover assistance reasonably necessary to enable BGADD or its designee to effectively close out the Contract and move the work to another Contractor or to perform the work by itself.

The Contractor shall:

1. Provide detailed transition documents at no additional cost to BGADD.

2. Be responsible for the orderly transition of work and the accuracy of data in coordination with the new Contractor.

3. Within ten (10) calendar days after written notification by BGADD of the initiation of transition, provide a detailed Transition Document. Upon receipt of the detailed Transition Document by BGDD, BGADD shall review the document and within fourteen (14) calendar days provide written instructions to The Contractor as to the packaging, documentation, delivery location, and delivery date of all records, as needed to provide orderly transition. If BGADD determines upon review that the Transition Document is missing necessary information, BGADD shall provide The Contractor written instructions as to the information that is still needed, and The Contractor shall amend the Transition Document to include the necessary information.

4. Deliver a complete accounting and report as of the date of termination about the status of services. This report shall be provided to BGADD within twenty-one (21) days of the effective date of termination.

5. Transfer all documents and records pertaining to this Contract in its possession within twenty-one (21) days of the effective date of termination. All documents shall be in a BGADD-approved format.

6. Provide reasonable and appropriate assistance to BGADD and its designee(s) regarding the contents of such documents and records, and shall provide reasonable and appropriate reference materials, including data models and file documentation. This assistance shall be provided to the BGADD within twenty (20) days of the effective date of termination.

7. Pay any and all additional costs incurred by BGADD that are the result of The Contractor's failure to provide the requested records, documents, data or materials within the time frames agreed to in the Transition Document.

4.04-Miscellaneous Provisions

4.04.01-Advertising Award Prohibition

The Contractor shall not refer to the Award of Contract in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the Bluegrass ADD/AAAI.

4.04.02-Bankruptcy

In the event the Contractor becomes a debtor in a case pending under the Federal Bankruptcy Code, the BGADD's right to terminate this Contract may be subject to the rights of a trustee or a debtor-in-possession in bankruptcy to assume or assign this Contract. The trustee shall not have the right to assume or assign this Contract unless the trustee:

1. Promptly cures all defaults under this Contract;

2. Promptly compensates the BGADD for the monetary damages incurred as a result of such default; and

3. Provides adequate assurance of future performance, as determined by the BGADD.

4.04.03-Code of Ethics

The Contractor and all personnel who may provide services under this Contract or any subcontract with the Contractor shall abide by any applicable code of ethics or conduct. Failure of the Contractor to abide by the applicable code of ethics may result in the immediate termination of the contract.

4.04.04-Notices and Pamphlets

All notices, employment, advertisements, information pamphlets, research reports, and similar public notices prepared and released by the Contractor, pursuant to this Contract, shall include a statement identifying the appropriate source of funds, for the project or service, including but not limited to, identifying whether the funding is in whole or in part from federal, CHFS, or other state funds.

4.04.05-Scientific Misconduct

If applicable the Contractor shall set out a procedure for the inquiry, investigation, appeal, and disposition of complaints alleging misconduct in activities involving any and all research projects funded, in whole or in part, with federal funds included in this Contract, and as authorized under the Public Health Services research grants. Such policies and procedures shall be in accordance with the provisions of 42 CFR Part 93, and shall be made available, upon request, to BGADD and CHFS. The Contractor shall immediately report to BGADD of any activity reported to The Contractor under this section.

4.04.06-Intellectual Property

Any formulae, methodology, or other reports and compilations of data provided by the BGADD to the Contractor to meet the terms and conditions of this Contract shall be the exclusive property of BGADD. Any other use of these materials must be reviewed and approved in advance by BGADD. Any intellectual property owned by the Contractor prior to this Contract shall remain the exclusive property of the Contractor.

Any formulae, methodology, other reports, or compilations of data prepared or produced by the Contractor pursuant to this Contract shall, upon request, be made available for use by BGADD without charge. The BGADD reserves a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use the formulae, methodology, or other reports and compilations of data prepared or produced under this Contract.

4.04.07-Business Associate Agreement

A Business Associate Agreement has been determined to be unnecessary for this Agreement.

SECTION 5-FEDERAL REQUIREMENTS

If federal funds are utilized, the Contractor is responsible for complying with all provisions of 2 CFR Part 200, Appendix II.

5.00-Certain Provisions Contained Within 2 CFR, Part 200, Appendix II

5.00.01-Clean Air Act and Federal Water Pollution Control Act

The Contractor and Subcontractors shall agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the HHS and the appropriate Regional Office of the Environmental Protection Agency.

5.00.02-Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Lower Tier Covered Transactions

In accordance with Federal Acquisition Regulation 52.209-5 and 2 CFR 180.300, 2 CFR 200.318, 2 CFR 200.303, and FAP 111-59-00, the Contractor certifies by signing the Contract, that to the best of its knowledge and belief, the Contractor and/or its Principals is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency. If debarred during the life of the contract, the Contractor shall notify the BGADD buyer of record within seventy-two (72) hours of the federal debarment. For this certification, "Principals," means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

5.00.03-Certification of Lobbying Activities

The Contractor shall disclose any lobbying activities in accordance with Section 1352, Title 31, U.S. Code. The Contractor 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. 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 $10,000.00 and not more than $100,000.00 for each such failure.

5.00.04-Equipment

For reimbursement type contracts, the Contractor shall not purchase equipment or property with contract funds, unless and except as specifically authorized under the scope of work and specifications of this Contract.

Equipment and property reimbursed by BGADD for the purposes of fulfilling the requirements of this Contract, requires prior approval by the BGADD and CHFS before the federal government will allow the costs in accordance with 2 CFR, Part 200.

5.00.05-Telecommunications and Video Surveillance Services or Equipment

In accordance with 2 CFR: 200.216, Contractos and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;
(2) Extend or renew a contract to procure or obtain; or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

I. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities)
II. Telecommunications or video surveillance services provided by such entities or using such equipment.
III. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigaion, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

5.00.06-Domestic Preferences for Procurements

In accordance with 2 CFR: 200.322(a):

a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
b) For purposes of this section:
    1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
    2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregate such as concrete; glass, including optical fiber; and lumber.

5.00.07-Procurement of Recovered Materials

In accordance with 2 CFR: 200.323:

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 CFR part 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 int the EPA guidelines.

5.01-Subrecipient Provisions

This Contract has been identified as a subrecipient agreement. The Contractor (subrecipient) and all lower tier subrecipients shall comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), and the federal funding agency implementing regulations.

Federal agency implementing regulations for the Uniform Guidance are as follows:

2 CFR Part 300, Department of Health and Human Services

2 CFR Part 400, Department of Agriculture

2 CFR Part 802, Department of Veterans Affairs

2 CFR Part 910, Department of Energy

2 CFR Part 1500, Environmental Protection Agency

2 CFR Part 2205, Corporation for National and Community Service

2 CFR Part 2400, Department of Housing and Urban Development

2 CFR Part 2800, Department of Justice

2 CFR Part 2900, Department of Labor

2 CFR Part 3474, Department of Education

Unless otherwise indicated by this Agreement, this sub-award does not include Research and Development.

The Contractor (sub-recipient) and all lower tier sub-recipients shall adhere to all the requirements of the federally approved grant application, Notice(s) of Grant Award and Terms and Conditions. The Contractor shall be fully liable for federal refund of any deficiencies identified in audit, state or federal review.

5.01.01-Federal Funding Accountability and Transparency Act Compliance

In accordance with 2 CFR, Part 170, the Contractor shall comply with the Federal Funding Accountability and Transparency Act (FFATA or Transparency Act), including registration of an unique entity identifier number if the amount of Federal funding awarded to the Contractor is $25,000.00 or more.

The Contractor must disclose to BGADD the names of the top five executives and total compensation to each, if:

1. More than 80% of the Contractor's annual gross revenues originate from federal funds (received directly or indirectly), and those revenues are greater than $25,000,000.00 annually; and

2. Compensation information is not already available to the public (such as, through reporting under the Securities Exchange Act of 1934. See 2 CFR, Part 170 for additional details regarding executive compensation requirements).

5.01.02-Audit Requirements

The Contractor (sub-recipient) shall have an audit conducted in accordance with Generally Accepted Government Auditing Standards and 2 CFR, Part 200, Uniform Guidance, Subpart F – Audit Requirements. The audit report's accompanying financial statements shall be issued in accordance with Generally Accepted Accounting Principles (GAAP) and reflect its financial position, results of operations or changes in net assets, and, where appropriate, cash flows for the fiscal year audited.

The audit shall cover each fiscal year period of the contract duration, and a copy of the Contractor's audit report(s), federal schedule of expenditures, supplemental information by cost center and/or program and audit findings with corrective action plan shall be submitted to the Contract Specialist within nine (9) months after the fiscal year end.

Should the audit report refer to a separate management letter of findings, the Contractor shall include a copy of the management letter with the audit report and comments and/or a corrective action plan. All material findings shall be reported in the audit section of audit findings and shall include the management's response and/or corrective action as required by 2 CFR, Part 200, Subpart F.

The audit report shall include a schedule of expenditures of federal awards and all federal award identification information as stipulated by 2 CFR, Part 200, Subpart F requirements.

The audit report shall include supplemental information of all federal grant and/or award expenditures by cost centers and/or programs identifying all administrative and indirect cost for each state fiscal year. The Contractor shall include in the supplemental information a list of their sub-recipients of federal monies received through this Agreement and provide their sub-recipient name, and unique entity identifier, Catalog of Federal Domestic Assistance (CFDA) number and description, sub-recipient's expenditures and related contract number in addition to all other information as required in 2 CFR, Part 200.

Upon request, a copy of the engagement letter shall be submitted to the agency contact identified in the Contract Commodity Line 1 Extended Description no later than three (3) months prior to The Contractor's fiscal year end, unless BGADD grants an extension in writing. If the Auditor of Public Accounts (APA) is to perform the audit, the name of the APA auditor and the anticipated start date shall be submitted to the agency contact identified in the Contract Commodity Line 1 Extended Description no later than three (3) months prior to fiscal year end, unless that office or its designee grants an extension in writing.

5.01.03-Response/Compliance with Audit Findings

The Contractor shall comply with and shall ensure any sub-recipient's or Subcontractor's compliance with any finding of noncompliance with any law, regulation, audit, inspection, or generally accepted accounting principle relating to this contract. The Contractor will provide BGADD, for BGADD's approval, a Corrective Action Plan that addresses deficiencies identified in any audit(s), review(s), or inspections(s) within thirty (30) calendar days of the close of the audit(s), review(s) or inspection(s). The Contractor shall bear the expense of compliance with any noncompliance finding that impacts or is related to the Contractor's work under this contract.

5.01.04-Reporting Requirements

1. Single Audit Report: When applicable, the Contractor shall ensure audit reports are made available through the Federal Audit Clearinghouse, in accordance with 2 CFR 200.512(b), and shall provide notice of audit completion and availability within ten (10) calendar days of submission to the Federal Audit Clearinghouse, to the individual identified on page 1 of the Contract. If not required to submit audit reports through the Federal Audit Clearinghouse, the Contractor shall submit three (3) written copies of the audit report or an electronic copy to the individual identified on page 1 of the Contract no later than six (6) months following the end of the fiscal year audited, unless an extension is approved in writing by BGADD.

2. All reports and documentation: Electronic submission of required documents may be acceptable at the discretion of the Agency Contact identified on page 1 of the Contract.

5.01.05-Cost Share or Matching

If indicated elsewhere in this Agreement, the Contractor (Sub-recipient) shall provide the required match as outlined in the approved grant application. The Contractor shall be fully liable for refund of any match deficiencies identified in audit. The cost sharing or matching contributions shall meet all of the following criteria:

- Are verifiable from the Contractor's records;

- Are not included as match contributions for any other award;

- Are necessary and reasonable for accomplishment of project or program objectives;

- Are allowable under 2 CFR Part 200, Subpart E – Cost Principles;

- Are not paid by the federal government under another federal award, except where the federal statute authorizing a program specifically provides that federal funds made available for such program can be applied to matching or cost sharing requirements of other federal programs and written authorization has been received from the other federal program; and

- Conform to other provisions of 2 CFR, Part 200, and the federal funding agency implementing regulation for 2 CFR, Part 200, as applicable.

5.01.06-Certification Regarding Drug-Free Workplace

The Contractor certifies that it will comply with the drug-free workplace requirements in 2 CFR Part 182.

5.01.07-Additional Information Required Under 2 CFR §200.331(a)(1)

Upon request, the BGADD will make available any additional information required under 2 CFR §200.331(a)(1), Federal Award Identification.

Copy in lieu of original

22CWS171

AMENDED AND RESTATED SUPPLEMENTAL GRANT ASSISTANCE AGREEMENT

This AMENDED AND RESTATED SUPPLEMENTAL Grant Assistance Agreement (the "Agreement") is made and entered into by and between the Kentucky Infrastructure Authority (the "Authority"), a body corporate and politic, constituting a public corporation and governmental agency and instrumentality of the Commonwealth of Kentucky, and the Lexington-Fayette Urban County Government (the "Grantee"), acting herein through its Authorized Official, each a party to this Agreement, which shall be effective upon the date of signing by the Executive Director of the Authority,

W I T N E S S E T H:

WHEREAS, the General Assembly of the Commonwealth of Kentucky, being the duly and legally constituted legislature of Kentucky at its 1988 Regular Session, enacted House Bill 217 amending Chapter 224A of the Kentucky Revised Statutes (the "Act"), creating the "Kentucky Infrastructure Authority" to serve the public purposes identified in the Act; and

WHEREAS, the Authority, attached to the Governor's Office, is charged pursuant to Section 224A.300 of the Act with coordinating the funding and implementation of infrastructure projects and to this end maintains the Water Resource Information System (the "WRIS") a comprehensive database of community water and wastewater projects across Kentucky; and

WHEREAS, Senate Bill 36 of the 2021 Regular Session of the Kentucky General Assembly approved a $250,000,000 allocation in Federal Funds for Fiscal Year 2021 from the American Rescue Plan Act of 2021/Coronavirus State Fiscal Recovery Fund to the Authority for the Drinking Water and Wastewater Grant Program, known as the Kentucky Cleaner Water Program (the "CWP"), and House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly approved another $250,000,000 allocation in Federal Funds for Fiscal Year 2022 from the American Rescue Plan Act of 2021/Coronavirus State Fiscal Recovery Fund to the Authority for the CWP, a portion of which funds are the subject of this Agreement; and

WHEREAS, the Grantee is acquiring and constructing a project as described in the Grantee's Project Profile in the WRIS (the "Project") and the Authority has determined that the Project meets the guidelines of the Cleaner Water Program and the directives of the General Assembly;

WHEREAS, the Grantee and the Authority previously entered into that certain Grant Assistance Agreement dated July 17, 2024 (the "Original Agreement"); and now wish to amend and restate the Original Agreement in its entirety by their adoption of this Agreement for the purpose of increasing the amount of the Grant (as defined below); and

WHEREAS, the Grantee and the Authority desire to enter into this Agreement which sets forth and revises their respective duties, rights, covenants, and obligations

with respect to the acquisition and construction of the Project and the application of the proceeds of a grant, as increased hereunder, from the Cleaner Water Program as administered by the Authority.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the grant hereby effected, and for other good and valuable consideration, the receipt, mutuality and sufficiency of which is hereby acknowledged by the parties hereto, the Authority and the Grantee each agree as follows:

SECTION 1 – DEFINITIONS

All terms utilized herein shall have the same definitions and meaning as ascribed to them in the Act, which Act is hereby incorporated in this Agreement by reference, the same as if set forth herein verbatim; provided, however, that those definitions utilized in the Act having general application are hereby modified in certain instances to apply specifically to the Grantee and its Project.

Act shall mean Chapter 224A of the Kentucky Revised Statutes, as amended (the "KRS").

Agreement shall mean this Amended and Restated Supplemental Grant Assistance Agreement made and entered into by and between the Grantee and the Authority, as authorized by the Act, providing for a Grant to be made to the Grantee or its approved agent, subject to approval by the Authority.

Area Water Management Council shall mean the entity designated as the regional planning body for the respective counties within an Area Development District in Kentucky, which shall prepare and maintain an Area Water Management Plan, listing and prioritizing Project Profiles for water and wastewater projects within that region.

Engineer(s) shall mean the professional engineer or firm of professional engineers properly procured in accord with KRS Chapter 45A and 2 CFR 200.317 through 2 CFR 200.327 (where applicable), as amended, by the Grantee in connection with the Project, as identified in the WRIS Cleaner Water Program Database.

Exhibit shall refer to a specific document, or to the completion of a process or procedure to be accomplished as a prerequisite to release of funds to the Grantee by the Authority.

Grant shall mean that portion of the Kentucky CWP funds made available to the Commonwealth by the American Recovery Program Act and allocated by the Kentucky General Assembly in its 2021 and 2022 Regular Sessions, which shall be incrementally transferred under this Agreement from the Commonwealth to the Grantee through Grant Number 22CWS171 in the principal amount of $1,281,696 for the purpose of defraying the costs incidental to the Project.

Grantee shall mean any unit of local government, or its designated agent, as approved by the Authority, or any special purpose governmental entity within the Commonwealth eligible for funds under the CWP in accordance with the Act, now having been or hereafter being granted the funds for the Project; and for the purposes of this Agreement shall mean the Grantee identified on the front page of this Agreement.

Project shall mean, when used generally, a water, wastewater or other infrastructure project authorized pursuant to the Act, and when used in specific reference to the Grantee's Project funded by the Authority through the CWP, it shall refer to that project as described in the Grantee's Project Profile in the WRIS, which has an 8 digit number following the designation WX or SX.

Project Administrator shall mean that individual designated in the Project Profile by that title, who has the capacity and responsibility of supervising the Project and coordinating the preparation of all related documentation on behalf of the Grantee with respect to the Project.

Project Budget shall mean a list of Project expenses and funding sources, in the form set forth in the current Project Profile as set forth in the WRIS.

Project Profile shall mean those specific details of the Project, presented by the Grantee to the respective Area Water Management Council for review and incorporation into the Area Water Management Plan and the WRIS.

System shall mean the utility system owned and operated by the Grantee or the agent of the Grantee, as approved by the Authority, to which the Project shall become a part, and any revenues generated by the Project, which are used to operate and maintain the utility system in the typical manner of a local public utility in Kentucky.

SECTION 2 - OBLIGATIONS OF THE AUTHORITY

The Authority covenants and agrees, conditioned upon the timely performance by the Grantee of its respective obligations, to undertake the following obligations:

A. The Authority shall review and approve Project related documentation provided by the Grantee. Once the Project is under construction, the Authority shall review requests for payment submitted for payment of costs of the Project. Any deficiencies found in said requests will be reported immediately to the Grantee. If there are no deficiencies in said requests or deficiencies have been resolved satisfactorily by the Grantee, the Authority will approve the requests and disburse grant funds to the Grantee in an amount not to exceed, cumulatively, the approved grant amount for the Project.

B. The Authority will communicate and cooperate with the Grantee to best assist the Grantee in meeting its obligations set out in this Agreement.

SECTION 3 - OBLIGATIONS OF THE GRANTEE

The Grantee covenants and agrees to undertake the following obligations:

A. The Grantee shall complete and submit executed copies of all required Exhibits to the Authority, in accordance with the Conditional Commitment Letter and Supplemental Conditional Commitment Letter instructions.

B. The Grantee may consider utilizing the option for partial funding set out in Section 6, below. Over the course of the acquisition and construction of the Project, the Grantee shall provide such status reports as may be requested by the Authority, and once the Project is under construction submit periodic requests for payment to the Authority accompanied by copies of invoices for costs incurred in accordance with the Authority's standard draw-down request format.

C. The Grantee shall perform and/or cause to be performed all necessary acts consistent with all federal and state labor and procurement laws in connection with the planning, design, acquisition and construction of the Project, including: the proper procurement of land, easements and rights of way; professional services, including but not limited to architectural and engineering services; construction contractor(s) services; and the acquisition of necessary equipment and/or materials.

D. The Grantee shall obtain and keep on file all required permits, licenses and approvals from the appropriate federal, state, and/or local governmental agencies prior to starting construction of the Project.

E. The Grantee shall comply with all applicable federal and state statutes, executive orders, regulatory requirements, and policies relating to the planning and construction of the Project.

F. The Grantee shall cooperate fully with the Authority and provide any documentation requested by the Authority in order to facilitate completing the obligations set out in this Agreement.

G. The Grantee will proceed expeditiously to complete the Project in accordance with the approved final engineering plans and specifications or amendments thereto, prepared by the Project Engineer for the Grantee, if required and as approved by the Authority and other state and federal agencies, as appropriate.

H. The Grantee agrees that throughout the reasonable life of the infrastructure facilities developed under the Project it will retain ownership of, operate, and maintain these facilities, and all appurtenances thereto, keeping them in good and sound repair and good operating condition at its own expense so that the completed Project will continue to provide the services for which it was designed.

Change of ownership or disposal of the Project facilities during their useful life may occur only with written approval of the Authority.

I. If the Grantee is a local unit of government, city or county, and determines that it is in the best interest of its citizens, it may enter into a memorandum of agreement with a Kentucky corporation to serve as its agent for the implementation and long term operation and management of the Project, subject to the Agreement. The form and content of such a memorandum of agreement is subject to the prior approval of the Authority.

J. General Compliance with all Duties. The Grantee shall faithfully and punctually perform all duties with reference to the System required by the American Rescue Plan Act of 2021, and by the terms and provisions of the Act, and this Assistance Agreement.

K. Further Covenants under the American Rescue Plan Act of 2021. The Grantee shall comply with all further requirements or conditions which may arise from time to time in order to assure compliance with the American Rescue Plan Act of 2021, including but not limited to the following:

1. Records Retention. The Grantee shall provide to the Authority access to all records related to the Project for review in determining compliance with this Agreement and all applicable laws and regulations, including the American Rescue Plan Act of 2021/Coronavirus State Fiscal Recovery Fund. The Grantee shall retain all records, including all invoices, relating to the Project for five (5) years after full execution of the Certificate of Completion.

2. Single Audit Requirements. Grantees that expend more than $750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Grantees may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.

3. Civil Rights Compliance. The Grantee is required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the U.S. Department of the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the

Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

L. General. The Grantee shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Grantee under the provisions of the American Rescue Plan Act of 2021 and this Assistance Agreement in accordance with the terms of such provisions.

SECTION 4 - MUTUALITY OF OBLIGATIONS

A. The parties agree that the funds granted by the Commonwealth to the Grantee are to be used solely for the purposes of the acquisition and construction of the Project. Further, the parties agree that the obligations imposed upon them are for their respective benefit and the timely fulfillment of the obligations set herein are necessary for the Project.

B. Except as may otherwise be provided herein, the parties to this Agreement shall be solely responsible for any incidental costs incurred in fulfilling their respective obligations under this Agreement and neither party shall have any claim against the other party for reimbursement of incidental costs whether or not a party is in default.

SECTION 5 - TERMS OF AGREEMENT

A. This Agreement shall be valid only after both parties have duly signed and provided the executed document to the other.

B. This Agreement may be terminated by either party at any time for cause and may be terminated by either party without cause upon 30 days written notice to the other party. Termination of this Agreement shall not diminish or in any other manner affect any other remedy that may be available to the parties for any breach of the Agreement that occurs prior to the termination.

C. If, after execution of this Agreement, additional financial assistance is found to be required for the acquisition and construction of the Project and the required additional assistance does or does not become available to the Grantee from any source, the Project may be modified so long as any change in scope and budget is mutually agreed to by the parties to this Agreement, and clearly documented in a revision of the Project Budget within the Project Profile.

SECTION 6 - ADVANCE FUNDING FOR PROJECT PLANNING AND DESIGN

A. The Grantee may request, in writing, that a portion of the grant funds be disbursed prior to Project bidding to pay up to 50% of the budgeted engineering fee for Project planning and design to the Project Engineer to expedite submission of the Project plans and specifications for review by the Kentucky Division of Water. The balance of the budgeted engineering fee for project planning and design may be paid only after approval of the plans by the Kentucky Division of Water.

B. It is specifically understood and agreed by the Grantee in the event that the Project has not been advertised for bids within twenty-four (24) months from the date of signing of the Original Agreement, for whatever reason, any funds disbursed for Project planning and design are subject to full and immediate repayment by the Grantee to the Authority.

C. No funds shall be released under this Section until the requirements of Exhibits 1 through 7 of this Agreement have been completed.

SECTION 7. - EVENTS OF DEFAULT AND REMEDIES.

Section 7.1. Events of Default Defined.

The following will be "Events of Default" under this Agreement and the term "Event of Default" or "Default" will mean, whenever it is used in this Agreement, any one or more of the following events:

A. Any unauthorized or improper expenditure of funds by the Grantee, or expenditure of funds by the Grantee other than in accordance with the terms of this Agreement.

B. Failure by the Grantee to observe or perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subsection (A) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied will have been given to the Grantee by the Authority unless the Authority agrees in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Authority will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Grantee within the applicable period and diligently pursued until such failure is corrected.

C. The dissolution or liquidation of the Grantee, or the voluntary initiation by the Grantee of any proceeding under any federal or Kentucky law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the Grantee of any such

proceeding which remain undismissed for sixty (60) days, or the entry by the Grantee into an agreement of composition with creditors or the failure generally by the Grantee to pay its debts as they become due.

D. A default by the Grantee under the provisions of any agreements relating to its debt obligations.

Section 7.2. Remedies on Default.

Whenever any Event of Default referred to in Section 7.1 has occurred and is continuing, the Authority may, without any further demand or notice, take one or any combination of the following remedial steps:

A. Declare this Agreement void from the beginning without further obligation to the Grantee and may commence appropriate legal action to enforce its rights under this Agreement including action for recovery of funds expended hereunder.

B. Terminate any remaining grant payments to the Grantee.

C. Exercise all the rights and remedies of the Authority set forth in the Act.

D. Take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Agreement.

E. Submit a formal referral to the appropriate federal agency.

Section 7.3. No Remedy Exclusive.

No remedy herein conferred upon or reserved to the Authority is intended to be exclusive, and every such remedy will be cumulative and will be in addition to every other remedy given hereunder and every remedy now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power and any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 7.4. Consent to Powers of Authority Under Act.

The Grantee hereby acknowledges to the Authority its understanding of the provisions of the Act, vesting in the Authority certain powers, rights and privileges in respect of the Project upon the occurrence of an Event of Default, and the Grantee hereby covenants and agrees that if the Authority should in the future have recourse to said rights and powers, the Grantee shall take no action of any nature whatsoever calculated to inhibit,

nullify, void, delay or render nugatory such actions of the Authority in the due and prompt implementation of this Agreement.

Section 7.5. Waivers.

In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

Section 7.6. Agreement to Pay Attorneys' Fees and Expenses.

In the event that either party hereto defaults under any of the provisions hereof and the non-defaulting party employs attorneys or incurs other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will pay on demand therefor to the non-defaulting party the fees of such attorneys and such other expenses so incurred by the non-defaulting party.

SECTION 8 - MISCELLANEOUS PROVISIONS

A. The Grantee may sign this Agreement electronically via a program subject to the approval by the Authority, or manually on a paper copy that is scanned to the portable document format (.pdf) and emailed to the Authority. Transmittal of all other correspondence or documentation, including the required Exhibits identified in the Attachment shall be scanned and attached as a file to email. The Authority and the Grantee, working through the Project Administrator, shall assist each other in securing and maintaining a complete, current Project document file for reference, records, and audit purposes.

B. The headings set forth in this Agreement are for convenience and the terms contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

C. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successor and assigns, respectively, of the parties. Except for the limited use of a memorandum of agreement (as provided in Section 3 herein), this provision shall not be construed to permit an assignment by any party of any of its rights and duties under this Agreement which assignment shall be prohibited except with the prior written consent of the parties hereto.

D. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and may be modified only by a written instrument duly executed by each of the parties hereto.

E. Timely and accurate performance of all actions by the respective parties are mutually recognized by the parties of this Agreement to be of importance to the citizens of the Commonwealth generally, and particularly to those citizens directly affected by the Project.

F. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

G. The Authority may audit or review all documentation and records of the Grantee relating to this Project pursuant to the provisions of Section 45A.150 of the KRS or any other applicable federal or state law.

H. The Grantee agrees that the Authority, 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 documentation or evidence, which are directly pertinent to this Agreement for the purpose of financial audit or program review. Furthermore, any books, documents, papers records, or other evidence provided to the Commonwealth, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission, which are directly pertinent to this 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 this 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 was providing the services.

I. This Agreement amends, supplements, and replaces the Original Agreement in its entirety effective as of the date of execution by the Executive Director of the Authority on the signature page hereof. The Original Agreement shall continue to govern the relationship of the parties hereto with respect to the Grant and other matters set out herein and in the Original Agreement for the period beginning from the effective date of the Original Agreement to, but excluding, the effective date of this Agreement.

J. During the performance of this contract, the Grantee agrees to the following Appendix II to 2 CFR Part 200 contract provisions, as amended:

Equal Employment Opportunity

1. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee 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:

    a. 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.

b. The Grantee 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.
c. The Grantee 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.
d. The Grantee 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.
e. The Grantee 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.
f. The Grantee 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.
g. In the event of the Grantee'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.
h. The Grantee 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 Grantee 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.

Contract Work Hours and Safety Standards Act

All contracts that are in excess of $100,000 and involve the employment of mechanics or laborers must include provisions requiring compliance with the Contract Work Hours and Safety Standards Act as follows:

1. Overtime requirements: No contractor or subcontractor contracting for any part of the Agreement 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. The Grantee 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.

Clean Air Act

1. The Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Grantee agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
3. The Grantee agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funding.

Federal Water Pollution Control Act

1. The Grantee agrees to 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.
2. The Grantee agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
3. The Grantee agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funds.

Debarment and Suspension

Contracts shall not be awarded to parties listed on the governmentwide exclusions in the System for Award Management (SAM) listed at www.sam.gov.

Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officials as of the day and year above written.

KENTUCKY INFRASTRUCTURE AUTHORITY

By: _____
Sandy Williams, Executive Director

Date: _____

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Authorized Official

Print Name: Linda Gorton

THIS AGREEMENT HAS BEEN EXAMINED BY:

By: _____
LEGAL COUNSEL TO THE KENTUCKY INFRASTRUCTURE AUTHORITY

CWP GRANT CONDITIONS – COMPLIANCE FORMS & EXHIBITS

Note A: Exhibits 1 through 3 must be completed, scanned, and emailed to the Authority on or before the date the Grantee signs the Conditional Commitment Letter. The Conditional Commitment Letter may be signed electronically or manually, then scanned and emailed to the Authority.

Exhibit 1 Notification to the Authority of completed Review / Update of Project Profile

Exhibit 2 Confirmation of Grantee Vendor Number – via KY Finance Cabinet Application

Exhibit 3 Copy of the Transparency Act Reporting Information Form

Note B: Upon receipt of the signed Conditional Commitment Letter and the Authority's verification of Exhibits 1-3, the Authority will forward to the Grantee the Grant Assistance Agreement. The Grantee should proceed to complete Exhibits 4 through 7, scan and send each Exhibit to the Authority by email; and then the Authorized Official may sign the Assistance Agreement, either electronically or by scanning and send attached to email.

Exhibit 4 A) Grantee Resolution (Accepting Grant, Approving Agreement, Amending Budget, Designating an Authorized Official)
B) Certificate of Recording Officer

Exhibit 5 Opinion of Legal Counsel Relating to the Grantee Resolution

Exhibit 6 A) Copy of the Engineering Services Contract; and
B) Grantee & Engineer Fee Confirmation

Note C: The Grantee may request 50% of the engineering design fee (as budgeted in the Project Profile) at this point and may request the balance of the engineering design fee once Exhibit 8 has been sent to the Authority.

Exhibit 7 Copy of the Kentucky eClearinghouse Endorsement Letter with Comments.

Exhibit 8 Copy of the DOW Approval Letter of Project Engineering Plans & Specifications.

Exhibit 9 Copy of the bid package signed by (A) Engineer, (B1) Authorized Official, and (B2) Title Attorney, as appropriate.

Exhibit 10 Certification Regarding Utility Accounting, Cost-Based Rates and Auditing.

Exhibit 11 Certificate of Project Completion.

CWP SUPPLEMENTAL GRANT CONDITIONS – COMPLIANCE FORMS & EXHIBITS

Note A: Exhibit 1S must be completed, scanned, and emailed to the Authority on or before the date the Grantee signs the Supplemental Conditional Commitment Letter. The Supplemental Conditional Commitment Letter may be signed electronically or manually, then scanned and emailed to the Authority.

Exhibit 1S Notification to the Authority of completed Review / Update of Project Profile (as increased)

Note B: Upon receipt of the signed Supplemental Conditional Commitment Letter and the Authority's verification of Exhibit 1S, the Authority will forward to the Grantee the Amended and Restated Supplemental Grant Assistance Agreement. The Grantee should proceed to complete Exhibits 4S and 5S, scan and send each Exhibit to the Authority by email; and then the Authorized Official may sign the Assistance Agreement, either electronically or by scanning and send attached to email.

Exhibit 4S A) Grantee Supplemental Resolution (Accepting Increased Grant, Approving Agreement, Amending Budget, Designating an Authorized Official)
B) Certificate of Recording Officer

Exhibit 5S Opinion of Legal Counsel Relating to the Grantee Supplemental Resolution

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0721-24

File ID:	0721-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	250-2022	**In Control:**	Urban County Council
				File Created:	06/27/2024
File Name:	Second Renewal of Agreement with Mackey Group LLC d/b/a Wiser Strategies for Stormwater Collateral Development			**Final Action:**	07/09/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Second Renewal of the Agreement with Mackey Group LLC d/b/a Wiser Strategies (awarded pursuant to RFP No. 28-2022), for Creative Design Services for Public Outreach and Media Campaigns related to Water Quality and Leaf Collection, for the Div. of Environmental Services, at a cost not to exceed $60,000. [Div. of Environmental Services, Carey]

Notes: signature pages in CCO 7.1 AA
Stamped and filed inCCO 2 copies given back to J Carey via pick up 7/9 AA

Sponsors:		**Enactment Date:**	07/09/2024
Attachments:	bluesheet memo Wiser Strategies SW Collateral 2nd of 2 renewals, SIGNATURES TO THE 2ND OF 2 RENEWALS STORMWATER COLLATERAL DEV signed, RESO 0721-24 Second Renewal with Mackey for WQ and Leaf Collection ad services 4886-8630-3183 v.1.docx, R-392-2024, Contract #250-2022	**Enactment Number:**	R-392-2024
Deed #:		**Hearing Date:**	
Drafter:	Jennifer Carey	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	07/09/2024	Approved and Referred to Docket	Urban County Council	07/09/2024		Pass
1	Urban County Council	07/09/2024	Received First Reading	Urban County Council	07/09/2024		
1	Urban County Council	07/09/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	07/09/2024	Approved				Pass

Text of Legislative File 0721-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Second Renewal of the Agreement with Mackey Group LLC d/b/a Wiser Strategies (awarded pursuant to RFP No. 28-2022), for Creative Design Services for Public Outreach and Media Campaigns related to Water Quality and Leaf Collection, for the Div. of Environmental Services, at a cost not to exceed $60,000. [Div. of Environmental Services, Carey]

Summary

Authorization to approve the second of two annual renewals of the Agreement with Mackey Group LLC d/b/a Wiser Strategies for continued creative design services for public outreach and media campaigns related to water quality and leaf collection, effective July 1, 2024, through June 30, 2025, for a cost of $60,000. Funds are Budgeted. (L0721-24) (Carey/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: {Yes, Completed by Evan Thompson, 6/27/24}

Risk Management: {No}

Fully Budgeted [select]: Yes

Account Number: 1115-313201-3095-71299; 4051-313201-3095-71299

This Fiscal Year Impact: $10,000; $50,000

Annual Impact: $60,000

Project:

Activity:

Budget Reference: 25

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

JENNIFER M. CAREY, P.E.
DIRECTOR
ENVIRONMENTAL SERVICES

TO: Mayor Linda Gorton
Urban County Council

FROM: Jennifer M. Carey
Jennifer M. Carey, P.E., Director
Division of Environmental Services

DATE: June 26, 2024

SUBJECT: Second Renewal to Agreement with Mackey Group LLC d/b/a Wiser Strategies for Stormwater Collateral Development, As Amended

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Request
The purpose of this memorandum is to request approval of the second renewal (effective July 1, 2024 through June 30, 2025) of the agreement with Mackey Group LLC d/b/a Wiser Strategies, following the expiration of the first renewal ending June 30, 2024. The contract was originally approved per Resolution #353-2022/ RFP #28-2022 and amended via Resolution #529-2022.

Why are you requesting?
The renewal option with Mackey Group LLC d/b/a Wiser Strategies is for continued creative design services for public outreach and media campaigns related to water quality (stormwater) and leaf collection. The RFP provided for up to two (2) additional 1-year renewal periods upon mutual agreement by all parties, following the conclusion of the original contract term.

What is the cost in this budget year and future budget years?
The cost for FY25 is not to exceed $60,000. This is the final renewal.

Are the funds budgeted?
Yes, FY25 funds are budgeted in the following accounts:
1115-313201-3095-71299 $10,000
4051-313201-3095-71299 $50,000

File Numbers: 0721-24

Director / Commissioner: Carey / Albright

SIGNATURES TO THE 2ND OF 2 RENEWALS OF THE STORMWATER COLLATERAL DEVELOPMENT CONTRACT

ACCEPTED:
Mackey Group LLC d/b/a Wiser Strategies

DATE: 6/24/24

BY: _____
Nancy Wiser President

REVIEWED:
Lexington-Fayette Urban County Government

DATE: 6/26/24

BY: _____
Jennifer M. Carey, P.E.,
Director Division of Environmental Services

APPROVED:
Lexington-Fayette Urban County Government

DATE: _____

BY: _____
Linda Gorton, Mayor

RESOLUTION NO. _____ – 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE SECOND RENEWAL OF THE AGREEMENT WITH MACKEY GROUP LLC D/B/A WISER STRATEGIES (AWARDED PURSUANT TO RFP NO. 28-2022), FOR CREATIVE DESIGN SERVICES FOR PUBLIC OUTREACH AND MEDIA CAMPAIGNS RELATED TO WATER QUALITY AND LEAF COLLECTION, FOR THE DIVISION OF ENVIRONMENTAL SERVICES, AT A COST NOT TO EXCEED $60,000.00.

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 Second Renewal of the Agreement (awarded pursuant to RFP No. 28-2022), which is attached hereto and incorporated herein by reference, with Mackey Group LLC d/b/a Wiser Strategies, for creative design services for public outreach and media campaigns related to water quality and leaf collection, for the Division of Environmental Services, at a cost not to exceed $60,000.00.

Section 2 – That an amount, not to exceed the sum of $60,000.00, be and hereby is approved for payment to Mackey Group LLC d/b/a Wiser Strategies, from accounts # 1115-313201-3095-71299 ($10,000.00) and 4051-313201-3095-71299 ($50,000.00) pursuant to the terms of the Second Renewal 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
0721-24:EPT_4886-8630-3183, v. 1

RESOLUTION NO. 392 – 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE SECOND RENEWAL OF THE AGREEMENT WITH MACKEY GROUP LLC D/B/A WISER STRATEGIES (AWARDED PURSUANT TO RFP NO. 28-2022), FOR CREATIVE DESIGN SERVICES FOR PUBLIC OUTREACH AND MEDIA CAMPAIGNS RELATED TO WATER QUALITY AND LEAF COLLECTION, FOR THE DIVISION OF ENVIRONMENTAL SERVICES, AT A COST NOT TO EXCEED $60,000.00.

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 Second Renewal of the Agreement (awarded pursuant to RFP No. 28-2022), which is attached hereto and incorporated herein by reference, with Mackey Group LLC d/b/a Wiser Strategies, for creative design services for public outreach and media campaigns related to water quality and leaf collection, for the Division of Environmental Services, at a cost not to exceed $60,000.00.

Section 2 – That an amount, not to exceed the sum of $60,000.00, be and hereby is approved for payment to Mackey Group LLC d/b/a Wiser Strategies, from accounts # 1115-313201-3095-71299 ($10,000.00) and 4051-313201-3095-71299 ($50,000.00) pursuant to the terms of the Second Renewal of the Agreement.

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

PASSED URBAN COUNTY COUNCIL: July 9, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0721-24:EPT_4886-8630-3183, v. 1

SIGNATURES TO THE 2ND OF 2 RENEWALS OF THE STORMWATER COLLATERAL DEVELOPMENT CONTRACT

ACCEPTED:
Mackey Group LLC d/b/a Wiser Strategies

DATE: 6/24/24

BY: _____
Nancy Wiser President

REVIEWED:
Lexington-Fayette Urban County Government

DATE: 6/26/24

BY: _____
Jennifer M. Carey, P.E.,
Director Division of Environmental Services

APPROVED:
Lexington-Fayette Urban County Government

DATE: 7/9/2024

BY: _____
Linda Gorton, Mayor

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0722-24

File ID:	0722-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	196-2024	**In Control:**	Urban County Council
				File Created:	06/28/2024
File Name:	Magnet Forensics LLC - End User License Agreement & Quotation(s)			**Final Action:**	07/09/2024

Title: A Resolution authorizing the Div. of Police to purchase software 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 $18,150. [Div. of Police, Weathers]

Notes: Requesting a Double Reading on July 9th Council Meeting. The current agreement expires on August 31st, this would ensure timely processing of payment prior to expiration date.
Signed and filed inCCO, copy sent to Renita via IO.7/9 AA

Sponsors:		**Enactment Date:**	07/09/2024
Attachments:	Cover Memo - Magnet Forensics LLC - End User License Agreement & Quotation(s), Magnet Forensics - End User License Agreement (June), Magnet Forensics - Quotation -335071 Axiom Core and DVR 9124, Axiom 2025 SOLE SOURCE CERTIFICATION, DVR Examiner 2025 SOLE SOURCE CERTIFICATION, 722-24 magnet forensics 4854-1937-1469 v.1.docx, R-393-2024, Contract #196-2024	**Enactment Number:**	R-393-2024
Deed #:		**Hearing Date:**	
Drafter:	Renita Happy	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	07/09/2024	Approved and Referred to Docket	Urban County Council	07/09/2024		Pass
1	Urban County Council	07/09/2024	Received First Reading	Urban County Council	07/09/2024		
1	Urban County Council	07/09/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	07/09/2024	Approved				Pass

Text of Legislative File 0722-24

Title

A Resolution authorizing the Div. of Police to purchase software 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 $18,150. [Div. of Police, Weathers]

Summary

Authorization to accept the End User License Agreement and Quotation(s) for purchase of software with Magnet Forensics, LLC, a Sole Source Vendor for Axiom and DVR Examiner Software. Magnet AXIOM is a digital investigative platform for recovering digital evidence. DVR Examiner is a software tool used in forensic investigations to recover video and metadata from digital video recorders (DVRs). This Agreement is effective September 1, 2024, through August 31, 2025, for a cost of $18,150. Funds are Budgeted. (L0722-24) (Weathers/Armstrong)

Budgetary Implications: YES

Advance Document Review:

Law: Yes, Michael Sanner, 6/6/2024

Risk Management: No

Fully Budgeted: $18,150 - FY25

Account Number: 1101-505506-5561-76102 - FY25

Year Impact: $18,150

Annual Impact: $ -0-

Project:

Activity:

Budget Reference:

Current Balance: $730,000.00

Lexington-Fayette Urban County Government
DEPARTMENT OF PUBLIC SAFETY

Linda Gorton
Mayor

Kenneth Armstrong
Commissioner

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 28, 2024

SUBJECT: Magnet Forensics, LLC – End User License Agreement & Quotation(s)

Request
Authorization to accept the End User License Agreement and Quotation(s) for purchase of software with Magnet Forensics, LLC. Also, re-establishing Magnet Forensics as a Sole Source Vendor for Axiom and DVR Examiner Software.

Why are you requesting?
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. DVR Examiner is a software tool used in forensic investigations to recover video and metadata from digital video recorders (DVRs). It helps forensic investigators retrieve footage and data from DVR systems even if the recordings have been deleted or overwritten. DVR Examiner's capability to bypass passwords on locked DVR systems facilitates access to otherwise inaccessible data. Overall, DVR Examiner stands as a comprehensive solution in obtaining and analyzing critical evidence from DVR systems. This agreement is effective, September 1, 2024 through August 31, 2025.

The Lexington Police Department is requesting approval from the Urban County Council to authorize Mayor Gorton to sign the attached quotation and agreement. Upon signing, please forward a copy to the Chief's Office.

What is the cost in this budget year and future budget years? $18,150 – FY25

Are the funds budgeted? Yes, 1101-505506-5561-76102 – FY25

File Number: 0722-24

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

LBW/rmh

END USER LICENSE AGREEMENT

This End User License Agreement (the "**Agreement**") is a legal agreement between You (the party who signs this Agreement) and Magnet Forensics respecting Your use of the accompanying Software and is effective as of the date of last signature (the "Effective Date").

1 Definitions

1.1 "**Confidential Information**" means any information regardless of form or medium, whether tangible or intangible, including any copies or fixations made thereof that is disclosed by discloser, or to which the recipient is provided access by discloser, that is proprietary or confidential to discloser or its affiliated companies, including, without limitation, information that specifies, concerns or is related to discloser's intellectual property, Software, Documentation, Product, trade secrets, business operations, finances, customers, technical know-how, prototypes, designs, processes, products, services, or the development, testing or commercial exploitation of any of the foregoing that is either specifically identified as confidential prior to or at the time of its disclosure or that would reasonably be considered by a person knowledgeable in the industry to be proprietary or confidential in nature because of legends or other markings on the information, the circumstances of disclosure or the nature of the information itself. **Confidential Information includes, without limitation, (i) information concerning the methods of use, internal components, features, functions and solutions of GrayKey and VeraKey Products, information found on the Magnet Forensics support website, and (ii) any copies, photographs, or other reproductions of the foregoing, whether or not marked as "confidential" or "proprietary."**

1.2 "**Documentation**" means the electronic, printed or other form of documents that accompany delivery of the Product that provides information about installation, operation, and use of the Product.

1.3 **"Hardware"** means the physical components, devices, or equipment provided to you by Magnet Forensics used for the operation of the Software.

1.4 "**License Term**" means the time period identified in Your Quotation or if no such period is identified in Your Quotation then for one (1) year commencing on the date the Software is available to You.

1.5 "**Magnet Forensics**" has the meaning set out in Section 12.1.

1.6 "**Magnet Software**" means the proprietary software of Magnet Forensics.

1.7 **"Perpetual License"** means a license purchased with a perpetual License Term as identified in a Quotation.

1.8 **"Product"** means the Magnet Forensics supplied products identified in the Quotation, which may include, Hardware, Software, and Support Services.

1.9 "**Quotation**" means the quotation provided to You by Magnet Forensics or a Magnet Forensics authorised reseller outlining the terms, conditions, and pricing details for the licensing of Magnet Hardware, Software, and Support Services.

1.10 "**Software**" means the Magnet Software and Third Party Software.

1.11 "**Support Services**" means the support services included in the Term License or separately purchased as part of the Perpetual License as indicated on Your Quotation and, in each case, described further in Section 4.1.

1.12 "**Term License**" means a license purchased with a non-perpetual License Term as identified in a Quotation.

1.13 "**Third Party Software**" means the copyrighted, patented or otherwise legally protected software of third parties (including open-source code components) incorporated into the Software.

1.14 "**User**" means a single user who uses the Software as permitted by this Agreement or is otherwise provided access to the Software by You.

1.15 "**You**", and "**Your**" means the entity that purchases the license for Software pursuant to this Agreement.

2 License Grant

2.1 License. The licensed rights to the Software granted to You by Magnet Forensics are as set out in Schedules A, B, and C (Licensed Rights) to this Agreement, as applicable.

3 Fees, Taxes, and Delivery

3.1 Fees. You agree to pay Magnet Forensics all applicable fees identified in the Quotation within thirty (30) days from date of the invoice. Magnet Forensics shall invoice You upon the earlier of: (a) You issuing a purchase order to Magnet Forensics that relates to the Quotation; (b) Your signing the Quotation; and (c) Your written indication, by email or otherwise, of Your approval of the Quotation. If You fail to pay any amount under this Agreement that is due and payable, and such failure remains unremedied for a period of thirty (30) days following written notice of default by Magnet Forensics, in addition to any other rights and remedies available to Magnet Forensics, Magnet Forensics shall be entitled to charge interest on all outstanding amounts at the lesser of 1.5% per month or the maximum rate permitted by law.

3.2 Taxes. You are responsible for all taxes relating to Software and services identified in a Quotation (excluding any taxes based on the income of Magnet Forensics). Unless otherwise indicated, all amounts payable by You under this Agreement are exclusive of any tax, duty, levy, or similar government charge. If You are required to withhold any taxes from payments owed under this Agreement, the amount of payment due shall automatically be increased to offset such tax, so that the amount actually remitted to Magnet Forensics shall equal the amount invoiced or otherwise due.

3.3 Delivery. Software will be provided by electronic means. Title and risk of loss to tangible products such as Equipment pass to you upon delivery, which occurs when Magnet Forensics places them with a carrier for shipment to you, freight prepaid.

4 Support Services

4.1 Support Services. Details of support packages can be found at www.magnetforensics.com/legal/.

4.2 Magnet Forensics does not require Your personal data to provide Support Services. If, however, as part of an incident resolution, You wish to provide Magnet Forensics with Your data or information (i.e. video footage, screen shots, case file data), You are solely responsible and liable in connection with the provision of such data to Magnet Forensics, including, without limitation, ensuring that the collection, processing and transfer of such data is in compliance with all applicable laws. Any data You choose to provide to Magnet Forensics in connection with the licensing and/or support of the Software shall be processed and stored in accordance with the confidentiality provisions of this Agreement and the Magnet Forensics Privacy Policy available at https://www.magnetforensics.com/legal/.

5 Intellectual Property Rights

5.1 License Only. Except for the limited license set forth herein, You do not acquire any intellectual property rights to the Product or Documentation under this Agreement, including, without limitation, any right, title or interest in and to patents, copyrights, trademarks, trade names, industrial designs, Magnet Forensics Confidential Information, or trade secrets, whether registered or unregistered. The Software is licensed and not sold. Any rights not expressly granted under this Agreement are reserved by Magnet Forensics.

5.2 Feedback. Magnet Forensics shall own all feedback, comments, suggestions, ideas, and concepts that You provide or identify during Your use of the Product and Support Services, and all associated

intellectual property rights (collectively the "**Feedback**"). You hereby assign to Magnet Forensics all of Your right, title and interest in Your Feedback. For certainty, Feedback shall not include any of Your data, Confidential Information, or intellectual property.

6 Confidentiality

6.1 Maintenance of Confidential Information. Subject to applicable law, each party agrees to: (a) keep confidential all Confidential Information disclosed by the other party; (b) only use, reproduce and disclose the Confidential Information to facilitate the use of the Software (in Your case) or support and develop the Software (in Magnet Forensics' case); and (c) protect the Confidential Information from unauthorized use, reproduction or disclosure in the same manner it protects the confidentiality of similar information of its own, but not less than a reasonable degree of care.

6.2 A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process shall not be considered a breach of this Agreement; provided that You promptly notify Magnet Forensics in writing, if notification is permitted by law, and use commercially reasonable efforts to assist Magnet Forensics, at Magnet Forensics' expense, in opposing such disclosure or obtaining a protective order or other reliable assurance preventing or limiting such disclosure and/or ensuring that confidential treatment will be accorded to any Confidential Information that is disclosed. Such disclosure does not remove the Confidential Information so disclosed from the protection of this Agreement. No further disclosure beyond the scope of such order is allowed.

7 Warranties, Exclusions, Disclaimer

7.1 Software Warranty. While Your Support Services are active, Magnet Forensics warrants that the Software shall materially conform to the Documentation. If the Software does not materially conform to the Documentation, and you give Magnet Forensics notice while Your Support Services are active, Magnet Forensics will, at its option, attempt to correct, repair, or replace the Software at no additional cost to You. If Magnet Forensics is unable to correct the Software to conform with the warranty stated herein within thirty (30) days, then upon Your request, Magnet Forensics shall, as your sole and exclusive remedy, refund You: (a) a prorated amount of any unused prepaid license fees if You purchased a Term License; or (b) a prorated amount of any unused prepaid Support Services fees if You purchased a Perpetual License.

7.2 Viruses, Licenses, Support Services. Magnet Forensics (a) has implemented testing practices consistent with industry standards designed to protect against viruses that may impede the Software; (b) includes fully paid-up licenses to any and all Third Party Software incorporated into the Software; and (c) will perform all Support Services in a good and workmanlike manner consistent with industry standards.

7.3 EXCLUSIONS. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE EXCLUSIVE WARRANTIES MADE BY MAGNET FORENSICS TO YOU REGARDING THE PRODUCT, AND YOUR SOLE AND EXCLUSIVE REMEDY RESPECTING ANY DEFECTS, NON-CONFORMITIES OR PROBLEMS WITH THE PRODUCT. EXCEPT AS SET FORTH IN SECTION 7.1 AND 7.2, MAGNET FORENSICS DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, ACCURACY, RELIABILITY, NON-INFRINGEMENT, OR ANY OTHER WARRANTY OR CONDITION ARISING BY STATUTE, CUSTOM OR USAGE OF TRADE RELATED TO THE PRODUCT PROVIDED HEREUNDER. To the maximum extent permitted by law, any implied warranties or conditions relating to the Software that cannot be excluded as set out above are limited to thirty (30) days from the date that the Software is delivered to You.

8 Limitation of Liability

8.1 NOTWITHSTANDING ANY OTHER SECTION OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STRICT LIABILITY, STATUTE, LAW, EQUITY, OR OTHERWISE ARISING FROM OR RELATED TO THIS AGREEMENT OR ANY ORDER FOR (A) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES; (B) LOSS OF PROFITS OR REVENUE (OTHER THAN IN AN ACTION BY MAGNET FORENSICS TO RECOVER PAYMENT OF A PRICE OWED); OR (C) LOSS OF TIME, OPPORTUNITY OR ANY DAMAGES RELATING TO THE CORRUPTION OF DATA, LOSS OF THE USE OF DEVICES OR ANY PORTION THEREOF, AND DAMAGES CAUSED BY YOUR FILES, CONNECTED DEVICES, OR DATA COLLECTED BY YOU, EVEN IF THE OTHER PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (OTHER THAN IN AN ACTION BY MAGNET FORENSICS TO RECOVER PAYMENT OF A PRICE OWED) WILL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE PRODUCT IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM GIVING RISE TO SUCH DAMAGES.

8.2 SECTION 8.1 SHALL NOT APPLY TO EITHER PARTY'S LIABILITY IN RELATION TO: (A) INDEMNIFICATION OBLIGATIONS OF EITHER PARTY UNDER SECTION 9 (INDEMNIFICATION) UNDER THIS AGREEMENT; (B) MISAPPROPRIATION OR INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY; (C) BREACHES OF CONFIDENTIALITY UNDER SECTION 6; AND (D) YOUR PAYMENT OBLIGATIONS TO MAGNET FORENSICS, PROVIDED, HOWEVER, THAT MAGNET FORENSICS' CUMULATIVE LIABILITY UNDER SECTION 9.2 RELATING TO THIRD PARTY SOFTWARE SHALL IN NO EVENT EXCEED THE LESSER OF: THREE TIMES (3X) THE AMOUNT PAID BY YOU FOR THE SOFTWARE IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM GIVING RISE TO SUCH DAMAGES AND ONE MILLION USD ($1,000,000.00 USD).

9 Indemnification

9.1 Your Indemnification of Magnet Forensics. To the extent allowable by law, You will defend and indemnify Magnet Forensics from and against any third-party claim, cause of action, legal proceeding, cost, award of damages or any other judgment and legal expenses ("Claim") in relation to: (a) any Claim arising from the modification, combination or use of the Software with equipment, software, interfaces, or other materials that are not specifically authorized by Magnet Forensics; and (b) Your collection and use of data resulting from Your use of the Software and any actions You take as a result thereof; and (c) unauthorized use of the Product. This shall not be deemed a waiver of sovereign immunity or any other third-party defense available to user.

9.2 Magnet Forensics Indemnity. Magnet Forensics will defend You from and against any suit brought against you by a third party to the extent the suit alleges that your use of a Product infringes a valid patent in Canada or the United States (an "IP Claim"). Magnet will also pay the damages, costs, and attorneys' fees that are awarded against you in a final, non-appealable court judgment for the IP Claim, or required to be paid by you in a settlement of an IP Claim that Magnet has agreed to in writing. You agree to (i) give prompt notice of the IP Claim to Magnet Forensics; (ii) grant sole control of the defense and settlement of the IP Claim to Magnet Forensics; and (iii) provide reasonable cooperation to Magnet Forensics and, at Magnet Forensics' request and expense, assistance in the defense or settlement of the IP Claim ("Your Indemnification Obligations") and Magnet Forensics shall not be liable to the extent an IP Claim, or portion thereof, is attributable to Your breach of Your Indemnification Obligations. In the event of an IP Claim, Magnet Forensics may, at its option and expense: (a) obtain for You the right to continue to use the Product; (b) substitute a substantially equivalent non-infringing product; (c) modify the Product to make it non-infringing; or if (a), (b), and (c) are not commercially feasible, then (d) terminate Your license and require that You no longer access and use the Product. If Your license is terminated, You must return or destroy the Product and within 30 days of receipt of all of the Product or certification of destruction thereof, Magnet

Forensics shall refund You x) a prorated amount of any unused prepaid license fees if You purchased a Term License; or y) a prorated amount of any unused prepaid Support Services fees if You purchased a Perpetual License. The indemnity obligations under this clause do not extend to Claims arising from or relating to: (aa) any modification to the Product or use in combination with any equipment, software, data or any other materials not authorized by Magnet Forensics where the infringement would not have occurred but for such activity; (bb) use of the Product by You in a manner contrary to the terms of this Agreement where the infringement would not have occurred but for such use; (cc) the continued use of the infringing Product after Magnet Forensics has provided substantially equivalent non-infringing software, a non-infringing modification of the Product, or terminated Your license in accordance with this Agreement; or (dd) custom Product developed at Your request while utilizing Your specifications. NOTWITHSTANDING ANY TERMS TO THE CONTRARY IN THIS AGREEMENT, THE PROVISIONS OF THIS CLAUSE STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF MAGNET FORENSICS AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY ACTUAL OR ALLEGED MISAPPROPRIATION, VIOLATION AND/OR INFRINGEMENT OF ANY PROPRIETARY AND/OR INTELLECTUAL PROPERTY RIGHTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

9.3 Mutual General Indemnity. Each party will defend and hold harmless the other from and against any Claim arising from any of the following: (a) gross negligence, willful misconduct, fraudulent misrepresentation and fraud by a party; (b) bodily injury or death caused by a party; and (c) breach of confidentiality obligations.

10 Term and Termination

10.1 Term of Agreement. This Agreement shall survive for one (1) year after the termination or expiry of Your License Term.

10.2 Termination for Convenience. You may terminate this Agreement and Your license for Software at any time upon written notice to Magnet Forensics but You will not be entitled to any refund.

10.3 Termination for Breach. Either party may terminate this Agreement and any License Term immediately upon notice to the other if: (a) the other party materially breaches a material term or condition of this Agreement which breach remains unremedied for thirty (30) days following written notice thereof by the other party, or immediately if such breach is not capable of remedy; (b) the other party becomes involved in any legal proceeding concerning its solvency, commences liquidation proceedings, has a receiver or administrator appointed for any of its assets, ceases or threatens to cease operations, or otherwise has a serious and reasonable doubt arise respecting its solvency; or (c) if Magnet Forensics determines in its sole discretion that licensing the Product to You would violate applicable laws. If Your License Term is terminated due to breach by Magnet Forensics under (a) above, where Magnet Forensics is the relevant party under (b) above, or by Magnet Forensics in accordance with (c) above, Magnet Forensics shall refund You: (i) a prorated amount of any unused prepaid License fees if You purchased a Term License; or (ii) a prorated amount of any unused prepaid Support Services fees if You purchased a Perpetual License.

10.4 Termination/Expiry Obligation. Upon termination or expiry of this Agreement, and, if earlier, termination or expiry of a Term License, free trial or any Beta Period, You shall immediately cease all use and access of the Software and destroy or permanently delete all copies of the Software in Your possession along with any Documentation delivered to You or derivative works made therefrom.

10.5 Request for Information for Compliance. Upon request of Magnet Forensics, You agree to provide reasonable information on a timely basis to confirm Your compliance with the license rights and restrictions to the Product. Your failure to comply with this Section 10.5 will be deemed to be a material breach of this Agreement.

11 Compliance with Export Laws and Ethical Conduct

11.1 You shall not export any Product, Documentation, or Confidential Information unless You comply with all applicable international trade laws ("**ITR**"). Further, You warrant (a) You are not now and have never been on any Restricted Party List or any sanctions list in the countries in which You conduct business; and (b) You understand and abide by ITR laws administered by the country in which You conducts business. You agree not to engage in any action in any way that would cause Magnet Forensics to violate ITR laws of the country in which it conducts business, including providing Magnet Forensics Product, Documentation, or Confidential Information to any person in any country subject to comprehensive sanctions by the U.S., Canada, the UK, EU, the EU member state and Singapore or any person on a Restricted Party List. You agree to indemnify Magnet Forensics to the extent Your actions or inactions have caused Magnet Forensics to violate ITR laws and the ITR of the country in which it conducts business. You agree to maintain a sanctions compliance policy and controls to ensure compliance with the applicable economic sanctions and upon request provide a Magnet Forensics with a copy of such policy.

11.2 If the Software is being licensed by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), then, as a commercial item, the Government's rights in the Software will be only as set forth: (a) in this Agreement; or (b) as provided in FAR 12.212 (Computer Software) and (for Department of Defense use or disclosure) DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation), whichever set of rights provided in (a) or (b) are the more restrictive.

11.3 Throughout Your use of the Product, You agree to comply with the Magnet Forensics Business Code of Conduct found at https://www.magnetforensics.com/legal. Failure to comply with the Business Code of Conduct may result in the suspension or termination of access to the Software, as outlined in this Agreement.

12 Magnet Forensics Entity, Governing Law

12.1 "Magnet Forensics" means:

a) Where Your "Bill To" address identified on the Quotation is in Canada, Magnet Forensics Inc., with an office at 2220 University Avenue East, Suite 300, Waterloo, Ontario, Canada N2K 0A8.

b) Where Your "Bill To" address identified on the Quotation is in France, Magnet Forensics SA, with an office at c/o WeWork 33 Rue La Fayette Paris, France 75009.

c) Where Your "Bill To" address identified on the Quotation is in Germany, Magnet Forensics GmbH, with a registered office at c/o Eversheds Sutherland (Services) GmbH, Brienner Strabe 12, 80333 Munich, Germany.

d) Where Your "Bill To" address identified on the Quotation is anywhere other than in Canada, France, and Germany, Magnet Forensics, LLC, with an office at c/o Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

12.2 Governing Law. This Agreement is governed by and construed under, excluding any body of law governing conflicts of laws, the laws of: the Commonwealth of Kentucky and a court of competent jurisdiction in Fayette County Kentucky. You irrevocably waive any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consent to service of process by mail or in any other manner permitted by applicable law. You also waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Agreement. You agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

13 General Provisions

13.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, promises, assurances, warranties, representations, and

understandings relating to the subject matter hereof. Your additional or different terms and conditions, whether on Your purchase order or otherwise, shall not apply.

13.2 Force Majeure. Neither party shall be deemed to be in default of this Agreement for failure to fulfill its obligations due to causes beyond its reasonable control. This provision shall not be construed as excusing any payment obligations.

13.3 Waiver. No waiver by either party of a breach or omission by the other party under this Agreement shall be binding on the waiving party unless it is expressly made in writing and signed by the waiving party. Any waiver by a party of a particular breach or omission by the other party shall not affect or impair the rights of the waiving party in respect of any subsequent breach or omission of the same or different kind.

13.4 Notices. Any notices, reports or other communications required or permitted to be given under this Agreement shall be in writing and shall be delivered by hand or sent by registered mail, courier, facsimile or electronic mail. For notices to You, Magnet Forensics shall send such notice to Your "Bill To" Address. For notice to Magnet Forensics, You shall send such notice to Attn: Legal Department, Magnet Forensics, with an office at 300 Colonial Center Pkwy, Suite 130, Roswell, GA 30076, United States.

13.5 Assignment. You shall not assign or transfer this Agreement (including, without limitation, by operation of law, merger, reorganization, or as a result of an acquisition or change of control) without the prior written consent of Magnet Forensics, which consent will not be unreasonably withheld, conditioned or delayed. This Agreement shall be binding upon the parties hereto and their respective lawful successors and permitted assigns. Any purported assignment in violation of this Section 13.5 shall be null and void.

13.6 Survival. Section 6 (Confidentiality), Section 8 (Limitation of Liability), Section 9 (Indemnification), and any other provision of this Agreement which by its nature would survive the termination or expiration of this Agreement shall do so.

13.7 Electronic Execution. The parties agree to the use of electronic communication in order to enter into this Agreement, Quotations, purchase orders and any other notices or records. You hereby waive any rights or requirements under any laws in any jurisdiction which require an original, non-electronic signature or delivery or retention of non-electronic records, to the extent permitted under applicable law.

13.8 Invalidity. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties executed this Agreement.

MAGNET FORENSICS		**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**	
Per:		Per:	
Name:		Name:	
Title:		Title:	
Date:		Date:	
		Address:	

Schedule A – Licensed Rights for All Products

1 Definitions.

1.1 **"Case License"** means the Software is subject to a license fee that is based on granting access to the Software for a single source (i.e. single hard drive or image file).

1.2 **"CLS License" or "LLS License"** means the Software is subject to a license fee that is calculated based on the number of concurrent usage virtual license Keys identified in the Quotation as available at any one time to be downloaded by Users. CLS (Cloud License Server) virtual license Keys are hosted in an online, cloud-based environment whereas LLS (Local License Server) virtual license Keys are hosted on Your premises.

1.3 **"Dongle**" means a USB device provisioned with the Software.

1.4 "**Dongle License**" means the Software is subject to a license fee that is calculated per Dongle.

1.5 "**Enterprise License**" means the Software is subject to a license fee that is calculated based on a maximum number of Software installs and/or concurrent Users as set out in the Quotation.

1.6 "**Instance**" means a copy of the Software that a User is authorized to use. The maximum number of Instances per User are stated in the Quotation.

1.7 "**Key**" means the license key provided to You by Magnet Forensics to permit access to and use of the Software to a User.

1.8 "**Machine**" means each hardware machine or hardware unit on which the Software is used.

1.9 "**Machine License**" means the Software is subject to a license fee that is calculated per Machine.

2 License Grant. Magnet Forensics hereby grants to You a limited, non-exclusive, revocable, non-transferable, non-sublicensable license to use the Software on Your internal business networks for the number of Users, installs, and/or Instances and License Term indicated in Your Quotation in accordance with the terms set forth in this Agreement and the Documentation. Your license only permits you to possess and use the Software in object code form. For certainty: (a) academic licenses are granted for academic, non-commercial use only; (b) licenses for Magnet AUTOMATE products are licensed on a per 'control node" and "agent node" basis; (c) Machine Licenses are solely permitted for use of the Software on the Machine on which such Software is first installed and by the original User; and (d) Dongle Licenses are for use on Machines only (and not for use in cloud or other virtual environments), and cannot be shared between individual Users. For further certainty: (i) Enterprise Licenses, CLS Licenses and LLS Licenses allow for concurrent Users of the Software as indicated in Your Quotation; and (ii) a unique key code is issued for a Case License tied to the original single source, with requirements for additional single sources requiring an add-on purchase. It is Your responsibility to fully comply with all applicable laws in using and handling the Software and any additional third-party license terms applicable to Third Party Software.

3 Restrictions. You shall not and shall ensure that Users shall not:

3.2 copy, reproduce, or modify the Product or any part thereof, including, but not limited to, combining with other software or hardware other than as authorized by Magnet Forensics in writing;

3.3 enhance, improve, alter, create derivative works, reverse engineer, disassemble, deconstruct, impair, translate, decrypt, reverse compile or convert into human readable form the Software or any part thereof;

3.4 distribute, lend, assign, license, sublicense, lease, pledge, rent, transfer, sell or otherwise provide access to the Software, in whole or in part, to any third party;

3.5 use any Product on a time sharing, service bureau, application services provider (ASP), rental or other similar basis;

3.6 remove, deface, cover or otherwise obscure any proprietary rights notice or identification on the Software;

3.7 circumvent or disable copyright protection mechanisms or license management mechanisms;

3.8 photograph or record any of the Product's components, whether internal, external or as digitally displayed;

3.9 use the Product to provide services to third parties (including technical or training services), or otherwise publicly display or market the Software, for the purposes of Your commercial gain;

3.10 use the Product in conjunction with other software or hardware, except as authorized in writing by Magnet Forensics;

3.11 use the Product in any unlawful manner or to violate any rights of a third party; or

3.12 authorise, permit or otherwise acquiesce in any other party engaging in any of the activities set forth in 1.3.1 – 1.3.6 above, or attempting to do so.

For the purposes of this provision "copy" and "reproduce" shall not include: (A) making additional copies of the Software for Your own use, as long as only one copy may be used at any one time in accordance with the Documentation; or (B) making one back-up copy of the Software.

4 Restrictions Applicable to Consultant Licenses. Notwithstanding Section 1.3.8, if Your license is identified in a Quotation as a "consultant license", You may use the Software in relation to Your provision of forensic analysis services to a third party for commercial gain, subject to Your compliance with all other terms of this Agreement and the payment of all applicable fees, provided that the following additional restrictions shall apply:

4.2 You shall be solely responsible for Your services, including any use or operation of the Software (both separately or in combination with any other software), to provide such services, and, as Magnet Forensics expressly disclaims all liability for any claims, losses or damages relating to Your services, You agree to indemnify Magnet Forensics against all such claims, losses and damages;

4.3 You shall not permit Your customers to use the Software (with the exception of using the Portable Case functionality);

4.4 You shall not use the Software to provide digital forensics training to third parties (including instructions on how to use the Software), unless You have first obtained Magnet Forensics' express written permission;

4.5 You shall not, whether in an agreement for Your services or otherwise, in any way modify, negate or override any terms and conditions of the protections afforded to Magnet Forensics under this Agreement;

4.6 You shall not engage in deceptive, misleading, illegal or unethical practices that might reasonably be detrimental to Magnet Forensics or its products or services;

4.7 You shall not make any representations, warranties or guarantees about Magnet Forensics or its products and services except as expressly set out in this Agreement; and

4.8 where You wish to publicize, market or otherwise promote the use of the Software in Your services, You must do so in a manner consistent with Magnet Forensics' External Marketing Policy (located at https://www.magnetforensics.com/wp-content/uploads/2022/11/MagnetForensics_BrandGuidelines.pdf) and any other marketing and trademark requirements set out by Magnet Forensics from time to time. Any use of Magnet Forensics' Trademarks shall remain unchanged and give legal notice of such trademark status.

5 Beta Software. If You have requested use of or have access to Software or features that are identified by Magnet Forensics as pre-commercial, preview release, evaluation, pilot, "alpha", or "beta" software ("Beta Software"), the license rights set out above with respect to Your use of such Beta Software apply

only to the extent necessary to enable You and the Users to test and provide Feedback to Magnet Forensics regarding the Beta Software. You acknowledge and agree that Magnet Forensics may terminate Your use of Beta Software at any time and may include technical measures in the Beta Software that renders it inoperable and You agree that You will not circumvent such technical measures. You further acknowledge and agree that the Beta Software is provided "AS IS" with none of the representations, warranties, or indemnities provided in the Agreement. In consideration of the grant of license for the Beta Software, You agree that You will provide Magnet Forensics with Feedback on Beta Software as Magnet Forensics reasonably requests without any compensation.

6 **Trial Licenses.** If Your License is indicated as a Trial License on the Quotation ("Trial License"), the license rights set out above with respect to Your use of such Trial License apply only for the time period authorised by Magnet Forensics ("Trial Period") and solely to the extent necessary to enable You and the Users to test the Product in order to identify if the Product is suitable for purchase from Magnet Forensics. Additionally, the Product underlying the Trial License or delivered to you as a Free Tool is provided "AS IS" with none of the representations, warranties or indemnities provided in the Agreement. Notwithstanding the Trial Period, Magnet Forensics may terminate Your Trial License at any time and require that You cease using the Software.

Schedule B – Additional VeraKey Terms and Conditions

1 Definitions.

1.1 "**Authorized Country**" means a country in which Magnet Forensics has authorized use of the VeraKey as set out in the Documentation.

1.2 "**Authorized User(s)**" means employees who are authorized by You to access or use the Product and Software. You agree to limit the number of Authorized Users to those employees who perform extractions in the normal course of their employment.

1.3 **"Authorized Device"** means mobile devices (a) owned and controlled by you; (b) if you are retained to perform an Investigation by a third party, owned by such third party; or (c) owned by an individual that has expressly, voluntarily, and specifically authorized you in writing, without coercion or threat of reprisal, to perform an Extraction of their mobile device.

1.4 "**Extraction**" means the use of the Product to extract data from an Authorized Device.

2 License Restrictions. If You are licensing the VeraKey Product, as identified in Your Quotation, You agree to the following additional restrictions in addition to the license rights and restrictions set out in Schedule A of this Agreement:

2.1 You may only use the VeraKey Product in an Authorized Country for Extractions on Authorized Devices in aid of an official investigation of corporate malfeasance including (a) fraud, (b) bribery, (c) theft, (d) antitrust violation, (e) sabotage, (f) breach of confidentiality obligations, (g) securities violation, (h IP infringement or misappropriation of intellectual property, (i) as part of or in response to an official government investigation or request for product of documentation (FDA, SEC, FTC, OSHA, etc.), (j) as part of a legally compelled production of documents by a court of competent jurisdiction, (k) in defense of a criminal charge filed in a court of competent jurisdiction, where such investigation is made in response to an official complaint supported by reasonable evidence (each, an "Investigation") and for no other purpose ("Authorized Extraction(s)"). You agree not to use the Product to screen, audit, spot-check, or otherwise discover instances of corporate malfeasance or violation of corporate policy. Prior to performing an Extraction, Magnet Forensics may require that you or your Authorized User(s) certify that the contemplated Extraction meets the above definition of an Authorized Extraction. You warrant that any certification materials submitted as part of Your Authorized Extraction certification responsibilities are true and correct in all material respects.

2.2 To the extent legally practicable, Authorized Devices must remain in Your possession and control until after the software agent employed by the Product has been successfully uninstalled from such Authorized Devices.

2.3 Only Authorized Users who have obtained any necessary consents and approvals are permitted to access and use the Product or Software in connection with any Extractions. You shall notify Magnet Forensics in writing the name and user information associated with each Authorized User, and within thirty (30) calendar days following a change of an Authorized User's employment status such that the Authorized User ceases to be authorized by You to access or use the Product and Software either through ceasing to be employed by You or a change in his or her position within the Your organization such that he or she is no longer authorized to access or use the Product and Software.

2.4 You agree to designate an employee with senior management and oversight responsibilities within your organization to act as Your "Primary Authorized User." The Primary Authorized User will be notified each time an extraction is performed on the device and shall supervise use and security of the Product and Software. You agree to require the Primary Authorized User, as part of their employment obligations, to monitor the use of and ensure the security of the Product. The Primary Authorized User is not permitted to perform Extractions. You shall notify Magnet Forensics in writing the name and user information associated with the Primary Authorized User, and within thirty (30)

calendar days following a change of the Primary Authorized User's employment status such that the Primary Authorized User ceases to be tasked by the Licensee to oversee the use and security of the Product and Software.

2.5 You will conduct, at your expense, background checks on your employees (including but not limited to Authorized Users) and those of your agents and subcontractors who will have access (whether physical, remote, or otherwise) to Magnet Products or Software. You will not permit your employees, agents, or subcontractors (including the personnel of any of its agents or subcontractors) that have been convicted of a felony crime or has agreed to or entered into a pretrial diversion or similar program in connection with a felony crime to have access to: (a) Magnet Forensics Confidential Information; (b) the secure environment in which the Product is stored; (c) the Product, the Software, or any associated materials.

2.6 You covenant and agree to keep the Product in a physically secure environment at all times, and to take all necessary precautions to restrict use of the Product to Authorized Users. You acknowledge and agree that for the Product to function properly in online mode, the Product must be connected to the Internet.

2.7 Magnet Forensics may use third-party monitoring tools to ensure that You comply with the foregoing restrictions. You acknowledge that Your use of the Product may be subject to additional terms and conditions as set by the third-party responsible for such tools.

3 Warranty Disclaimer. Notwithstanding Section 7.1 of the Agreement, You acknowledge and agree that the Software is provided AS-IS and without any warranty of any kind. Further, You acknowledge that all case stakeholders are aware of and understand the associated risk that the Authorized Device may become damaged and/or Authorized Device data may be unrecoverable when used with the Product or Software, in particular for Authorized Devices (a) with aftermarket repairs or hardware and nonstandard software builds; (b) that boot loop or are otherwise unable to boot normally; (c) that have preexisting damage, defects, or faults that may or may not be detectable; or (d) with software, software builds, states, or usage profiles not identified on the applicable support matrix. You further understand that not all permutations of Authorized Device software, software builds, states, and usage profiles have been tested by Magnet Forensics. Before utilizing the Product and Software on an Authorized Devices under any of the above conditions, please consult Magnet Forensics through the customer support portal. You release Magnet Forensics from all liability associated with damage to a mobile device or corruption of mobile device data resulting from the use of the Software or the Product.

4 Violations of License Restrictions.

4.1 Section 8.1 of the Agreement (Limitation of Liability) shall not apply to damages arising from Your violation(s) of Schedule A - Section 3 and this Schedule B.

4.2 In addition to the termination rights set out in Section 10 of the Agreement (Termination), Magnet Forensics may terminate this Agreement and suspend Your License, at its sole discretion and option, without notice and without refund or reimbursement if You violate any material term or condition of this Agreement.

5 Heightened Confidentiality Obligations. The VeraKey Product, along with its associated Documentation, are sensitive technologies whose Confidential Information requires the highest duty of care. You, Your employees, Your agents who require access in order to perform hereunder, and all final users of the VeraKey Product (collectively, "Receiving Party") shall not disclose, use, sell, transmit, inform or make available to any entity, person or body any of the Confidential Information nor shall it copy, photograph, or otherwise reproduce any Confidential Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Confidential Information and Magnet Forensics' rights therein,

at all times exercising the highest duty of care. Receiving Party agrees to restrict access to VeraKey Confidential Information to those Authorized Users who require access in order to perform hereunder, and, except as otherwise provided, the Receiving Party shall not make Confidential Information available to any other person or entity without the prior written consent of Magnet Forensics. Further, Receiving Party acknowledges and agrees that due to the unique nature of the VeraKey Products, there can be no adequate remedy at law for any breach of its obligations under this Section 5 related to such Products, that any such breach will cause irreparable and continuing damage to Magnet Forensics and, therefore, that upon any such breach or any threat thereof, Magnet Forensics shall be entitled to whatever remedies it might have by law and equity, including injunctive relief, a decree for specific performance, and all other relief as may be proper (including money damages, if appropriate). The Receiving Party further acknowledges and agrees that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope.

6 **Excess Use of Licenses.** If You use the Product in excess of the license quantities or levels stated in Your Quote, Magnet Forensics reserves the right to invoice You for such excess use based on the then current list price of the minimum add-on package required to bring Your use into compliance and you agree to pay such invoice in accordance with Section 3 of the Agreement.

Schedule C – Additional GrayKey Terms and Conditions

1 Definitions.

1.2 "**Authorized Location**" means the authorized physical locations specified in the Quotation or that Licensee has otherwise registered with Magnet Forensics and that Magnet Forensics has approved in writing.

1.3 "**Authorized User(s)**" means collectively, employees, agents or contractors who are authorized by You to access or use the Product and Software.

1.4 **"Device"** means a mobile device.

1.5 "**Extraction**" means the use of the Product to extract data from a Device.

2 License Restrictions. If You are licensing the GrayKey Product, as identified in Your Quotation, You agree to the following additional restrictions in addition to the license rights and restrictions set out in Schedule A of this Agreement:

2.1 Only Authorized Users who have obtained any necessary consents and approvals are permitted to access and use the Product or Software in connection with any Extractions. You shall notify Magnet Forensics in writing the name and user information associated with each Authorized User, and within thirty (30) calendar days following a change of an Authorized User's employment status such that the Authorized User ceases to be authorized by You to access or use the Product and Software either through ceasing to be employed by You or a change in his or her position within the Your organization such that he or she is no longer authorized to access or use the Product and Software.

2.2 To the extent legally practicable, Devices must remain in Your possession and control until after the software agent employed by the Product has been successfully uninstalled from such Devices.

2.3 If Your use of the Product is restricted to the Authorized Location identified in Your Quotation, You covenant and agree to keep the Product in a physically secure environment within the Authorized Location at all times, and to take all necessary precautions to restrict use of the Product to Authorized Users. You acknowledge and agree that for the Product to function properly in online mode, the Product must be connected to the Internet.

2.4 Magnet Forensics may use third-party monitoring tools to ensure that You are in compliance with the foregoing restrictions. You acknowledge that Your use of the Product may be subject to additional terms and conditions as set by the third-party responsible for such tools.

3 Warranty Disclaimer. Notwithstanding Section 7.1 of the Agreement, You acknowledge and agree that the Software is provided AS-IS and without any warranty of any kind. Further, You acknowledge that all case stakeholders are aware of and understand the associated risk that a Device may become damaged and/or Device data may be unrecoverable when used with the Product or Software, in particular for Devices (a) with aftermarket repairs or hardware and nonstandard software builds; (b) that boot loop or are otherwise unable to boot normally; (c) that have preexisting damage, defects, or faults that may or may not be detectable; or (d) with software, software builds, states, or usage profiles not identified on the applicable support matrix. You further understand that not all permutations of Device software, software builds, states, and usage profiles have been tested by Magnet Forensics. Before utilizing the Product and Software on a Devices under any of the above conditions, please consult Magnet Forensics through the customer support portal. You release Magnet Forensics from all liability associated with damage to a mobile device or corruption of mobile device data resulting from the use of the Software or the Product.

4 Violations of License Restrictions.

4.1 Section 8.1 of the Agreement (Limitation of Liability) shall not apply to damages arising from Your violation(s) of Schedule A - Section 3 and this Schedule C.

4.2 In addition to the termination rights set out in Section 10 of the Agreement (Termination), Magnet Forensics may terminate this Agreement and suspend Your License, at its sole discretion and option, without notice and without refund or reimbursement if You violate any material term or condition of this Agreement.

5 Heightened Confidentiality Obligations. The GrayKey Product, along with its associated Documentation, are sensitive technologies whose Confidential Information requires the highest duty of care. You, Your employees, Your agents who require access in order to perform hereunder, and all final users of the GrayKey Products (collectively, "Receiving Party") shall not disclose, use, sell, transmit, inform or make available to any entity, person or body any of the Confidential Information nor shall it copy, photograph, or otherwise reproduce any Confidential Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Confidential Information and Magnet Forensics' rights therein, at all times exercising the highest duty of care. Receiving Party agrees to restrict access to GrayKey Confidential Information to those Authorized Users who require access in order to perform hereunder, and, except as otherwise provided, the Receiving Party shall not make Confidential Information available to any other person or entity without the prior written consent of Magnet Forensics. Further, Receiving Party acknowledges and agrees that due to the unique nature of the GrayKey Products, there can be no adequate remedy at law for any breach of its obligations under this Section 5 related to such Products, that any such breach will cause irreparable and continuing damage to Magnet Forensics and, therefore, that upon any such breach or any threat thereof, Magnet Forensics shall be entitled to whatever remedies it might have by law and equity, including injunctive relief, a decree for specific performance, and all other relief as may be proper (including money damages, if appropriate). The Receiving Party further acknowledges and agrees that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope.

MAGNET FORENSICS®

Quotation

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

Phone: 519-342-0195
E-Mail: sales@magnetforensics.com

Quote #: Q-335071-1
Issue Date: 14 May, 2024
Expires On: 31 Jul, 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
Amber Soukup		amber.soukup@magnetforensics.com	Net 30

ITEM #	PRODUCT NAME	SMS DATES	UNIT SELLING PRICE	QTY	EXTENDED PRICE
6DVR04	DVR Examiner	1 Sep, 2024 to 31 Aug, 2025	USD 5,250.00	1	USD 5,250.00
6S611	Magnet AXIOM Core - Term	1 Sep, 2024 to 31 Aug, 2025	USD 4,300.00	1	USD 4,300.00
6S611	Magnet AXIOM Core - Term	1 Sep, 2024 to 31 Aug, 2025	USD 4,300.00	1	USD 4,300.00
6S611	Magnet AXIOM Core - Term	1 Sep, 2024 to 31 Aug, 2025	USD 4,300.00	1	USD 4,300.00

Sub-Total	USD 18,150.00
Taxes	USD 0.00
Grand Total	**USD 18,150.00**

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.

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 Amber Soukup at amber.soukup@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: $12,900

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.**

X 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:
-
_____
_____

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.

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

X 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.**

X☐ 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

-

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.

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. _____ - 2024

A RESOLUTION AUTHORIZING THE DIVISION OF POLICE TO PURCHASE SOFTWARE 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 $18,150.00.

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

Section 1 – That the Division of Police is authorized to purchase software 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 $18,150.00, 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
722-24:MRS:4854-1937-1469, v. 1

RESOLUTION NO. 393 - 2024

A RESOLUTION AUTHORIZING THE DIVISION OF POLICE TO PURCHASE SOFTWARE 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 $18,150.00.

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

Section 1 – That the Division of Police is authorized to purchase software 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 $18,150.00, 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 9, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

722-24:MRS:4854-1937-1469, v. 1

END USER LICENSE AGREEMENT

This End User License Agreement (the "**Agreement**") is a legal agreement between You (the party who signs this Agreement) and Magnet Forensics respecting Your use of the accompanying Software and is effective as of the date of last signature (the "Effective Date").

1 Definitions

1.1 "**Confidential Information**" means any information regardless of form or medium, whether tangible or intangible, including any copies or fixations made thereof that is disclosed by discloser, or to which the recipient is provided access by discloser, that is proprietary or confidential to discloser or its affiliated companies, including, without limitation, information that specifies, concerns or is related to discloser's intellectual property, Software, Documentation, Product, trade secrets, business operations, finances, customers, technical know-how, prototypes, designs, processes, products, services, or the development, testing or commercial exploitation of any of the foregoing that is either specifically identified as confidential prior to or at the time of its disclosure or that would reasonably be considered by a person knowledgeable in the industry to be proprietary or confidential in nature because of legends or other markings on the information, the circumstances of disclosure or the nature of the information itself. **Confidential Information includes, without limitation, (i) information concerning the methods of use, internal components, features, functions and solutions of GrayKey and VeraKey Products, information found on the Magnet Forensics support website, and (ii) any copies, photographs, or other reproductions of the foregoing, whether or not marked as "confidential" or "proprietary."**

1.2 "**Documentation**" means the electronic, printed or other form of documents that accompany delivery of the Product that provides information about installation, operation, and use of the Product.

1.3 **"Hardware"** means the physical components, devices, or equipment provided to you by Magnet Forensics used for the operation of the Software.

1.4 "**License Term**" means the time period identified in Your Quotation or if no such period is identified in Your Quotation then for one (1) year commencing on the date the Software is available to You.

1.5 "**Magnet Forensics**" has the meaning set out in Section 12.1.

1.6 "**Magnet Software**" means the proprietary software of Magnet Forensics.

1.7 **"Perpetual License"** means a license purchased with a perpetual License Term as identified in a Quotation.

1.8 **"Product"** means the Magnet Forensics supplied products identified in the Quotation, which may include, Hardware, Software, and Support Services.

1.9 "**Quotation**" means the quotation provided to You by Magnet Forensics or a Magnet Forensics authorised reseller outlining the terms, conditions, and pricing details for the licensing of Magnet Hardware, Software, and Support Services.

1.10 "**Software**" means the Magnet Software and Third Party Software.

1.11 "**Support Services**" means the support services included in the Term License or separately purchased as part of the Perpetual License as indicated on Your Quotation and, in each case, described further in Section 4.1.

1.12 "**Term License**" means a license purchased with a non-perpetual License Term as identified in a Quotation.

1.13 "**Third Party Software**" means the copyrighted, patented or otherwise legally protected software of third parties (including open-source code components) incorporated into the Software.

1.14 "**User**" means a single user who uses the Software as permitted by this Agreement or is otherwise provided access to the Software by You.

1.15 "**You**", and "**Your**" means the entity that purchases the license for Software pursuant to this Agreement.

2 License Grant

2.1 License. The licensed rights to the Software granted to You by Magnet Forensics are as set out in Schedules A, B, and C (Licensed Rights) to this Agreement, as applicable.

3 Fees, Taxes, and Delivery

3.1 Fees. You agree to pay Magnet Forensics all applicable fees identified in the Quotation within thirty (30) days from date of the invoice. Magnet Forensics shall invoice You upon the earlier of: (a) You issuing a purchase order to Magnet Forensics that relates to the Quotation; (b) Your signing the Quotation; and (c) Your written indication, by email or otherwise, of Your approval of the Quotation. If You fail to pay any amount under this Agreement that is due and payable, and such failure remains unremedied for a period of thirty (30) days following written notice of default by Magnet Forensics, in addition to any other rights and remedies available to Magnet Forensics, Magnet Forensics shall be entitled to charge interest on all outstanding amounts at the lesser of 1.5% per month or the maximum rate permitted by law.

3.2 Taxes. You are responsible for all taxes relating to Software and services identified in a Quotation (excluding any taxes based on the income of Magnet Forensics). Unless otherwise indicated, all amounts payable by You under this Agreement are exclusive of any tax, duty, levy, or similar government charge. If You are required to withhold any taxes from payments owed under this Agreement, the amount of payment due shall automatically be increased to offset such tax, so that the amount actually remitted to Magnet Forensics shall equal the amount invoiced or otherwise due.

3.3 Delivery. Software will be provided by electronic means. Title and risk of loss to tangible products such as Equipment pass to you upon delivery, which occurs when Magnet Forensics places them with a carrier for shipment to you, freight prepaid.

4 Support Services

4.1 Support Services. Details of support packages can be found at www.magnetforensics.com/legal/.

4.2 Magnet Forensics does not require Your personal data to provide Support Services. If, however, as part of an incident resolution, You wish to provide Magnet Forensics with Your data or information (i.e. video footage, screen shots, case file data), You are solely responsible and liable in connection with the provision of such data to Magnet Forensics, including, without limitation, ensuring that the collection, processing and transfer of such data is in compliance with all applicable laws. Any data You choose to provide to Magnet Forensics in connection with the licensing and/or support of the Software shall be processed and stored in accordance with the confidentiality provisions of this Agreement and the Magnet Forensics Privacy Policy available at https://www.magnetforensics.com/legal/.

5 Intellectual Property Rights

5.1 License Only. Except for the limited license set forth herein, You do not acquire any intellectual property rights to the Product or Documentation under this Agreement, including, without limitation, any right, title or interest in and to patents, copyrights, trademarks, trade names, industrial designs, Magnet Forensics Confidential Information, or trade secrets, whether registered or unregistered. The Software is licensed and not sold. Any rights not expressly granted under this Agreement are reserved by Magnet Forensics.

5.2 Feedback. Magnet Forensics shall own all feedback, comments, suggestions, ideas, and concepts that You provide or identify during Your use of the Product and Support Services, and all associated

intellectual property rights (collectively the "**Feedback**"). You hereby assign to Magnet Forensics all of Your right, title and interest in Your Feedback. For certainty, Feedback shall not include any of Your data, Confidential Information, or intellectual property.

6 Confidentiality

6.1 Maintenance of Confidential Information. Subject to applicable law, each party agrees to: (a) keep confidential all Confidential Information disclosed by the other party; (b) only use, reproduce and disclose the Confidential Information to facilitate the use of the Software (in Your case) or support and develop the Software (in Magnet Forensics' case); and (c) protect the Confidential Information from unauthorized use, reproduction or disclosure in the same manner it protects the confidentiality of similar information of its own, but not less than a reasonable degree of care.

6.2 A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process shall not be considered a breach of this Agreement; provided that You promptly notify Magnet Forensics in writing, if notification is permitted by law, and use commercially reasonable efforts to assist Magnet Forensics, at Magnet Forensics' expense, in opposing such disclosure or obtaining a protective order or other reliable assurance preventing or limiting such disclosure and/or ensuring that confidential treatment will be accorded to any Confidential Information that is disclosed. Such disclosure does not remove the Confidential Information so disclosed from the protection of this Agreement. No further disclosure beyond the scope of such order is allowed.

7 Warranties, Exclusions, Disclaimer

7.1 Software Warranty. While Your Support Services are active, Magnet Forensics warrants that the Software shall materially conform to the Documentation. If the Software does not materially conform to the Documentation, and you give Magnet Forensics notice while Your Support Services are active, Magnet Forensics will, at its option, attempt to correct, repair, or replace the Software at no additional cost to You. If Magnet Forensics is unable to correct the Software to conform with the warranty stated herein within thirty (30) days, then upon Your request, Magnet Forensics shall, as your sole and exclusive remedy, refund You: (a) a prorated amount of any unused prepaid license fees if You purchased a Term License; or (b) a prorated amount of any unused prepaid Support Services fees if You purchased a Perpetual License.

7.2 Viruses, Licenses, Support Services. Magnet Forensics (a) has implemented testing practices consistent with industry standards designed to protect against viruses that may impede the Software; (b) includes fully paid-up licenses to any and all Third Party Software incorporated into the Software; and (c) will perform all Support Services in a good and workmanlike manner consistent with industry standards.

7.3 EXCLUSIONS. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE EXCLUSIVE WARRANTIES MADE BY MAGNET FORENSICS TO YOU REGARDING THE PRODUCT, AND YOUR SOLE AND EXCLUSIVE REMEDY RESPECTING ANY DEFECTS, NON-CONFORMITIES OR PROBLEMS WITH THE PRODUCT. EXCEPT AS SET FORTH IN SECTION 7.1 AND 7.2, MAGNET FORENSICS DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, ACCURACY, RELIABILITY, NON-INFRINGEMENT, OR ANY OTHER WARRANTY OR CONDITION ARISING BY STATUTE, CUSTOM OR USAGE OF TRADE RELATED TO THE PRODUCT PROVIDED HEREUNDER. To the maximum extent permitted by law, any implied warranties or conditions relating to the Software that cannot be excluded as set out above are limited to thirty (30) days from the date that the Software is delivered to You.

8 Limitation of Liability

8.1 NOTWITHSTANDING ANY OTHER SECTION OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STRICT LIABILITY, STATUTE, LAW, EQUITY, OR OTHERWISE ARISING FROM OR RELATED TO THIS AGREEMENT OR ANY ORDER FOR (A) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES; (B) LOSS OF PROFITS OR REVENUE (OTHER THAN IN AN ACTION BY MAGNET FORENSICS TO RECOVER PAYMENT OF A PRICE OWED); OR (C) LOSS OF TIME, OPPORTUNITY OR ANY DAMAGES RELATING TO THE CORRUPTION OF DATA, LOSS OF THE USE OF DEVICES OR ANY PORTION THEREOF, AND DAMAGES CAUSED BY YOUR FILES, CONNECTED DEVICES, OR DATA COLLECTED BY YOU, EVEN IF THE OTHER PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (OTHER THAN IN AN ACTION BY MAGNET FORENSICS TO RECOVER PAYMENT OF A PRICE OWED) WILL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE PRODUCT IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM GIVING RISE TO SUCH DAMAGES.

8.2 SECTION 8.1 SHALL NOT APPLY TO EITHER PARTY'S LIABILITY IN RELATION TO: (A) INDEMNIFICATION OBLIGATIONS OF EITHER PARTY UNDER SECTION 9 (INDEMNIFICATION) UNDER THIS AGREEMENT; (B) MISAPPROPRIATION OR INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY; (C) BREACHES OF CONFIDENTIALITY UNDER SECTION 6; AND (D) YOUR PAYMENT OBLIGATIONS TO MAGNET FORENSICS, PROVIDED, HOWEVER, THAT MAGNET FORENSICS' CUMULATIVE LIABILITY UNDER SECTION 9.2 RELATING TO THIRD PARTY SOFTWARE SHALL IN NO EVENT EXCEED THE LESSER OF: THREE TIMES (3X) THE AMOUNT PAID BY YOU FOR THE SOFTWARE IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM GIVING RISE TO SUCH DAMAGES AND ONE MILLION USD ($1,000,000.00 USD).

9 Indemnification

9.1 Your Indemnification of Magnet Forensics. To the extent allowable by law, You will defend and indemnify Magnet Forensics from and against any third-party claim, cause of action, legal proceeding, cost, award of damages or any other judgment and legal expenses ("Claim") in relation to: (a) any Claim arising from the modification, combination or use of the Software with equipment, software, interfaces, or other materials that are not specifically authorized by Magnet Forensics; and (b) Your collection and use of data resulting from Your use of the Software and any actions You take as a result thereof; and (c) unauthorized use of the Product. This shall not be deemed a waiver of sovereign immunity or any other third-party defense available to user.

9.2 Magnet Forensics Indemnity. Magnet Forensics will defend You from and against any suit brought against you by a third party to the extent the suit alleges that your use of a Product infringes a valid patent in Canada or the United States (an "IP Claim"). Magnet will also pay the damages, costs, and attorneys' fees that are awarded against you in a final, non-appealable court judgment for the IP Claim, or required to be paid by you in a settlement of an IP Claim that Magnet has agreed to in writing. You agree to (i) give prompt notice of the IP Claim to Magnet Forensics; (ii) grant sole control of the defense and settlement of the IP Claim to Magnet Forensics; and (iii) provide reasonable cooperation to Magnet Forensics and, at Magnet Forensics' request and expense, assistance in the defense or settlement of the IP Claim ("Your Indemnification Obligations") and Magnet Forensics shall not be liable to the extent an IP Claim, or portion thereof, is attributable to Your breach of Your Indemnification Obligations. In the event of an IP Claim, Magnet Forensics may, at its option and expense: (a) obtain for You the right to continue to use the Product; (b) substitute a substantially equivalent non-infringing product; (c) modify the Product to make it non-infringing; or if (a), (b), and (c) are not commercially feasible, then (d) terminate Your license and require that You no longer access and use the Product. If Your license is terminated, You must return or destroy the Product and within 30 days of receipt of all of the Product or certification of destruction thereof, Magnet

Forensics shall refund You x) a prorated amount of any unused prepaid license fees if You purchased a Term License; or y) a prorated amount of any unused prepaid Support Services fees if You purchased a Perpetual License. The indemnity obligations under this clause do not extend to Claims arising from or relating to: (aa) any modification to the Product or use in combination with any equipment, software, data or any other materials not authorized by Magnet Forensics where the infringement would not have occurred but for such activity; (bb) use of the Product by You in a manner contrary to the terms of this Agreement where the infringement would not have occurred but for such use; (cc) the continued use of the infringing Product after Magnet Forensics has provided substantially equivalent non-infringing software, a non-infringing modification of the Product, or terminated Your license in accordance with this Agreement; or (dd) custom Product developed at Your request while utilizing Your specifications. NOTWITHSTANDING ANY TERMS TO THE CONTRARY IN THIS AGREEMENT, THE PROVISIONS OF THIS CLAUSE STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF MAGNET FORENSICS AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY ACTUAL OR ALLEGED MISAPPROPRIATION, VIOLATION AND/OR INFRINGEMENT OF ANY PROPRIETARY AND/OR INTELLECTUAL PROPERTY RIGHTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

9.3 Mutual General Indemnity. Each party will defend and hold harmless the other from and against any Claim arising from any of the following: (a) gross negligence, willful misconduct, fraudulent misrepresentation and fraud by a party; (b) bodily injury or death caused by a party; and (c) breach of confidentiality obligations.

10 Term and Termination

10.1 Term of Agreement. This Agreement shall survive for one (1) year after the termination or expiry of Your License Term.

10.2 Termination for Convenience. You may terminate this Agreement and Your license for Software at any time upon written notice to Magnet Forensics but You will not be entitled to any refund.

10.3 Termination for Breach. Either party may terminate this Agreement and any License Term immediately upon notice to the other if: (a) the other party materially breaches a material term or condition of this Agreement which breach remains unremedied for thirty (30) days following written notice thereof by the other party, or immediately if such breach is not capable of remedy; (b) the other party becomes involved in any legal proceeding concerning its solvency, commences liquidation proceedings, has a receiver or administrator appointed for any of its assets, ceases or threatens to cease operations, or otherwise has a serious and reasonable doubt arise respecting its solvency; or (c) if Magnet Forensics determines in its sole discretion that licensing the Product to You would violate applicable laws. If Your License Term is terminated due to breach by Magnet Forensics under (a) above, where Magnet Forensics is the relevant party under (b) above, or by Magnet Forensics in accordance with (c) above, Magnet Forensics shall refund You: (i) a prorated amount of any unused prepaid License fees if You purchased a Term License; or (ii) a prorated amount of any unused prepaid Support Services fees if You purchased a Perpetual License.

10.4 Termination/Expiry Obligation. Upon termination or expiry of this Agreement, and, if earlier, termination or expiry of a Term License, free trial or any Beta Period, You shall immediately cease all use and access of the Software and destroy or permanently delete all copies of the Software in Your possession along with any Documentation delivered to You or derivative works made therefrom.

10.5 Request for Information for Compliance. Upon request of Magnet Forensics, You agree to provide reasonable information on a timely basis to confirm Your compliance with the license rights and restrictions to the Product. Your failure to comply with this Section 10.5 will be deemed to be a material breach of this Agreement.

11 Compliance with Export Laws and Ethical Conduct

11.1 You shall not export any Product, Documentation, or Confidential Information unless You comply with all applicable international trade laws ("**ITR**"). Further, You warrant (a) You are not now and have never been on any Restricted Party List or any sanctions list in the countries in which You conduct business; and (b) You understand and abide by ITR laws administered by the country in which You conducts business. You agree not to engage in any action in any way that would cause Magnet Forensics to violate ITR laws of the country in which it conducts business, including providing Magnet Forensics Product, Documentation, or Confidential Information to any person in any country subject to comprehensive sanctions by the U.S., Canada, the UK, EU, the EU member state and Singapore or any person on a Restricted Party List. You agree to indemnify Magnet Forensics to the extent Your actions or inactions have caused Magnet Forensics to violate ITR laws and the ITR of the country in which it conducts business. You agree to maintain a sanctions compliance policy and controls to ensure compliance with the applicable economic sanctions and upon request provide a Magnet Forensics with a copy of such policy.

11.2 If the Software is being licensed by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), then, as a commercial item, the Government's rights in the Software will be only as set forth: (a) in this Agreement; or (b) as provided in FAR 12.212 (Computer Software) and (for Department of Defense use or disclosure) DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation), whichever set of rights provided in (a) or (b) are the more restrictive.

11.3 Throughout Your use of the Product, You agree to comply with the Magnet Forensics Business Code of Conduct found at https://www.magnetforensics.com/legal. Failure to comply with the Business Code of Conduct may result in the suspension or termination of access to the Software, as outlined in this Agreement.

12 Magnet Forensics Entity, Governing Law

12.1 "Magnet Forensics" means:

a) Where Your "Bill To" address identified on the Quotation is in Canada, Magnet Forensics Inc., with an office at 2220 University Avenue East, Suite 300, Waterloo, Ontario, Canada N2K 0A8.

b) Where Your "Bill To" address identified on the Quotation is in France, Magnet Forensics SA, with an office at c/o WeWork 33 Rue La Fayette Paris, France 75009.

c) Where Your "Bill To" address identified on the Quotation is in Germany, Magnet Forensics GmbH, with a registered office at c/o Eversheds Sutherland (Services) GmbH, Brienner Strabe 12, 80333 Munich, Germany.

d) Where Your "Bill To" address identified on the Quotation is anywhere other than in Canada, France, and Germany, Magnet Forensics, LLC, with an office at c/o Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

12.2 Governing Law. This Agreement is governed by and construed under, excluding any body of law governing conflicts of laws, the laws of: the Commonwealth of Kentucky and a court of competent jurisdiction in Fayette County Kentucky. You irrevocably waive any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consent to service of process by mail or in any other manner permitted by applicable law. You also waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Agreement. You agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

13 General Provisions

13.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, promises, assurances, warranties, representations, and

understandings relating to the subject matter hereof. Your additional or different terms and conditions, whether on Your purchase order or otherwise, shall not apply.

13.2 Force Majeure. Neither party shall be deemed to be in default of this Agreement for failure to fulfill its obligations due to causes beyond its reasonable control. This provision shall not be construed as excusing any payment obligations.

13.3 Waiver. No waiver by either party of a breach or omission by the other party under this Agreement shall be binding on the waiving party unless it is expressly made in writing and signed by the waiving party. Any waiver by a party of a particular breach or omission by the other party shall not affect or impair the rights of the waiving party in respect of any subsequent breach or omission of the same or different kind.

13.4 Notices. Any notices, reports or other communications required or permitted to be given under this Agreement shall be in writing and shall be delivered by hand or sent by registered mail, courier, facsimile or electronic mail. For notices to You, Magnet Forensics shall send such notice to Your "Bill To" Address. For notice to Magnet Forensics, You shall send such notice to Attn: Legal Department, Magnet Forensics, with an office at 300 Colonial Center Pkwy, Suite 130, Roswell, GA 30076, United States.

13.5 Assignment. You shall not assign or transfer this Agreement (including, without limitation, by operation of law, merger, reorganization, or as a result of an acquisition or change of control) without the prior written consent of Magnet Forensics, which consent will not be unreasonably withheld, conditioned or delayed. This Agreement shall be binding upon the parties hereto and their respective lawful successors and permitted assigns. Any purported assignment in violation of this Section 13.5 shall be null and void.

13.6 Survival. Section 6 (Confidentiality), Section 8 (Limitation of Liability), Section 9 (Indemnification), and any other provision of this Agreement which by its nature would survive the termination or expiration of this Agreement shall do so.

13.7 Electronic Execution. The parties agree to the use of electronic communication in order to enter into this Agreement, Quotations, purchase orders and any other notices or records. You hereby waive any rights or requirements under any laws in any jurisdiction which require an original, non-electronic signature or delivery or retention of non-electronic records, to the extent permitted under applicable law.

13.8 Invalidity. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties executed this Agreement.

MAGNET FORENSICS		**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**	
Per:		Per:	Linda Gorton
Name:		Name:	Linda Gorton
Title:		Title:	Mayor
Date:		Date:	7/9/2024
		Address:	

Schedule A – Licensed Rights for All Products

1 Definitions.

1.1 **"Case License"** means the Software is subject to a license fee that is based on granting access to the Software for a single source (i.e. single hard drive or image file).

1.2 **"CLS License" or "LLS License"** means the Software is subject to a license fee that is calculated based on the number of concurrent usage virtual license Keys identified in the Quotation as available at any one time to be downloaded by Users. CLS (Cloud License Server) virtual license Keys are hosted in an online, cloud-based environment whereas LLS (Local License Server) virtual license Keys are hosted on Your premises.

1.3 **"Dongle"** means a USB device provisioned with the Software.

1.4 "**Dongle License**" means the Software is subject to a license fee that is calculated per Dongle.

1.5 "**Enterprise License**" means the Software is subject to a license fee that is calculated based on a maximum number of Software installs and/or concurrent Users as set out in the Quotation.

1.6 "**Instance**" means a copy of the Software that a User is authorized to use. The maximum number of Instances per User are stated in the Quotation.

1.7 "**Key**" means the license key provided to You by Magnet Forensics to permit access to and use of the Software to a User.

1.8 "**Machine**" means each hardware machine or hardware unit on which the Software is used.

1.9 "**Machine License**" means the Software is subject to a license fee that is calculated per Machine.

2 License Grant. Magnet Forensics hereby grants to You a limited, non-exclusive, revocable, non-transferable, non-sublicensable license to use the Software on Your internal business networks for the number of Users, installs, and/or Instances and License Term indicated in Your Quotation in accordance with the terms set forth in this Agreement and the Documentation. Your license only permits you to possess and use the Software in object code form. For certainty: (a) academic licenses are granted for academic, non-commercial use only; (b) licenses for Magnet AUTOMATE products are licensed on a per 'control node" and "agent node" basis; (c) Machine Licenses are solely permitted for use of the Software on the Machine on which such Software is first installed and by the original User; and (d) Dongle Licenses are for use on Machines only (and not for use in cloud or other virtual environments), and cannot be shared between individual Users. For further certainty: (i) Enterprise Licenses, CLS Licenses and LLS Licenses allow for concurrent Users of the Software as indicated in Your Quotation; and (ii) a unique key code is issued for a Case License tied to the original single source, with requirements for additional single sources requiring an add-on purchase. It is Your responsibility to fully comply with all applicable laws in using and handling the Software and any additional third-party license terms applicable to Third Party Software.

3 Restrictions. You shall not and shall ensure that Users shall not:

3.2 copy, reproduce, or modify the Product or any part thereof, including, but not limited to, combining with other software or hardware other than as authorized by Magnet Forensics in writing;

3.3 enhance, improve, alter, create derivative works, reverse engineer, disassemble, deconstruct, impair, translate, decrypt, reverse compile or convert into human readable form the Software or any part thereof;

3.4 distribute, lend, assign, license, sublicense, lease, pledge, rent, transfer, sell or otherwise provide access to the Software, in whole or in part, to any third party;

3.5 use any Product on a time sharing, service bureau, application services provider (ASP), rental or other similar basis;

3.6 remove, deface, cover or otherwise obscure any proprietary rights notice or identification on the Software;

3.7 circumvent or disable copyright protection mechanisms or license management mechanisms;

3.8 photograph or record any of the Product's components, whether internal, external or as digitally displayed;

3.9 use the Product to provide services to third parties (including technical or training services), or otherwise publicly display or market the Software, for the purposes of Your commercial gain;

3.10 use the Product in conjunction with other software or hardware, except as authorized in writing by Magnet Forensics;

3.11 use the Product in any unlawful manner or to violate any rights of a third party; or

3.12 authorise, permit or otherwise acquiesce in any other party engaging in any of the activities set forth in 1.3.1 – 1.3.6 above, or attempting to do so.

For the purposes of this provision "copy" and "reproduce" shall not include: (A) making additional copies of the Software for Your own use, as long as only one copy may be used at any one time in accordance with the Documentation; or (B) making one back-up copy of the Software.

4 **Restrictions Applicable to Consultant Licenses**. Notwithstanding Section 1.3.8, if Your license is identified in a Quotation as a "consultant license", You may use the Software in relation to Your provision of forensic analysis services to a third party for commercial gain, subject to Your compliance with all other terms of this Agreement and the payment of all applicable fees, provided that the following additional restrictions shall apply:

4.2 You shall be solely responsible for Your services, including any use or operation of the Software (both separately or in combination with any other software), to provide such services, and, as Magnet Forensics expressly disclaims all liability for any claims, losses or damages relating to Your services, You agree to indemnify Magnet Forensics against all such claims, losses and damages;

4.3 You shall not permit Your customers to use the Software (with the exception of using the Portable Case functionality);

4.4 You shall not use the Software to provide digital forensics training to third parties (including instructions on how to use the Software), unless You have first obtained Magnet Forensics' express written permission;

4.5 You shall not, whether in an agreement for Your services or otherwise, in any way modify, negate or override any terms and conditions of the protections afforded to Magnet Forensics under this Agreement;

4.6 You shall not engage in deceptive, misleading, illegal or unethical practices that might reasonably be detrimental to Magnet Forensics or its products or services;

4.7 You shall not make any representations, warranties or guarantees about Magnet Forensics or its products and services except as expressly set out in this Agreement; and

4.8 where You wish to publicize, market or otherwise promote the use of the Software in Your services, You must do so in a manner consistent with Magnet Forensics' External Marketing Policy (located at https://www.magnetforensics.com/wp-content/uploads/2022/11/MagnetForensics_BrandGuidelines.pdf) and any other marketing and trademark requirements set out by Magnet Forensics from time to time. Any use of Magnet Forensics' Trademarks shall remain unchanged and give legal notice of such trademark status.

5 **Beta Software.** If You have requested use of or have access to Software or features that are identified by Magnet Forensics as pre-commercial, preview release, evaluation, pilot, "alpha", or "beta" software ("Beta Software"), the license rights set out above with respect to Your use of such Beta Software apply

only to the extent necessary to enable You and the Users to test and provide Feedback to Magnet Forensics regarding the Beta Software. You acknowledge and agree that Magnet Forensics may terminate Your use of Beta Software at any time and may include technical measures in the Beta Software that renders it inoperable and You agree that You will not circumvent such technical measures. You further acknowledge and agree that the Beta Software is provided "AS IS" with none of the representations, warranties, or indemnities provided in the Agreement. In consideration of the grant of license for the Beta Software, You agree that You will provide Magnet Forensics with Feedback on Beta Software as Magnet Forensics reasonably requests without any compensation.

6 **Trial Licenses.** If Your License is indicated as a Trial License on the Quotation ("Trial License"), the license rights set out above with respect to Your use of such Trial License apply only for the time period authorised by Magnet Forensics ("Trial Period") and solely to the extent necessary to enable You and the Users to test the Product in order to identify if the Product is suitable for purchase from Magnet Forensics. Additionally, the Product underlying the Trial License or delivered to you as a Free Tool is provided "AS IS" with none of the representations, warranties or indemnities provided in the Agreement. Notwithstanding the Trial Period, Magnet Forensics may terminate Your Trial License at any time and require that You cease using the Software.

Schedule B – Additional VeraKey Terms and Conditions

1 Definitions.

1.1 "**Authorized Country**" means a country in which Magnet Forensics has authorized use of the VeraKey as set out in the Documentation.

1.2 "**Authorized User(s)**" means employees who are authorized by You to access or use the Product and Software. You agree to limit the number of Authorized Users to those employees who perform extractions in the normal course of their employment.

1.3 **"Authorized Device"** means mobile devices (a) owned and controlled by you; (b) if you are retained to perform an Investigation by a third party, owned by such third party; or (c) owned by an individual that has expressly, voluntarily, and specifically authorized you in writing, without coercion or threat of reprisal, to perform an Extraction of their mobile device.

1.4 "**Extraction**" means the use of the Product to extract data from an Authorized Device.

2 License Restrictions. If You are licensing the VeraKey Product, as identified in Your Quotation, You agree to the following additional restrictions in addition to the license rights and restrictions set out in Schedule A of this Agreement:

2.1 You may only use the VeraKey Product in an Authorized Country for Extractions on Authorized Devices in aid of an official investigation of corporate malfeasance including (a) fraud, (b) bribery, (c) theft, (d) antitrust violation, (e) sabotage, (f) breach of confidentiality obligations, (g) securities violation, (h IP infringement or misappropriation of intellectual property, (i) as part of or in response to an official government investigation or request for product of documentation (FDA, SEC, FTC, OSHA, etc.), (j) as part of a legally compelled production of documents by a court of competent jurisdiction, (k) in defense of a criminal charge filed in a court of competent jurisdiction, where such investigation is made in response to an official complaint supported by reasonable evidence (each, an "Investigation") and for no other purpose ("Authorized Extraction(s)"). You agree not to use the Product to screen, audit, spot-check, or otherwise discover instances of corporate malfeasance or violation of corporate policy. Prior to performing an Extraction, Magnet Forensics may require that you or your Authorized User(s) certify that the contemplated Extraction meets the above definition of an Authorized Extraction. You warrant that any certification materials submitted as part of Your Authorized Extraction certification responsibilities are true and correct in all material respects.

2.2 To the extent legally practicable, Authorized Devices must remain in Your possession and control until after the software agent employed by the Product has been successfully uninstalled from such Authorized Devices.

2.3 Only Authorized Users who have obtained any necessary consents and approvals are permitted to access and use the Product or Software in connection with any Extractions. You shall notify Magnet Forensics in writing the name and user information associated with each Authorized User, and within thirty (30) calendar days following a change of an Authorized User's employment status such that the Authorized User ceases to be authorized by You to access or use the Product and Software either through ceasing to be employed by You or a change in his or her position within the Your organization such that he or she is no longer authorized to access or use the Product and Software.

2.4 You agree to designate an employee with senior management and oversight responsibilities within your organization to act as Your "Primary Authorized User." The Primary Authorized User will be notified each time an extraction is performed on the device and shall supervise use and security of the Product and Software. You agree to require the Primary Authorized User, as part of their employment obligations, to monitor the use of and ensure the security of the Product. The Primary Authorized User is not permitted to perform Extractions. You shall notify Magnet Forensics in writing the name and user information associated with the Primary Authorized User, and within thirty (30)

calendar days following a change of the Primary Authorized User's employment status such that the Primary Authorized User ceases to be tasked by the Licensee to oversee the use and security of the Product and Software.

2.5 You will conduct, at your expense, background checks on your employees (including but not limited to Authorized Users) and those of your agents and subcontractors who will have access (whether physical, remote, or otherwise) to Magnet Products or Software. You will not permit your employees, agents, or subcontractors (including the personnel of any of its agents or subcontractors) that have been convicted of a felony crime or has agreed to or entered into a pretrial diversion or similar program in connection with a felony crime to have access to: (a) Magnet Forensics Confidential Information; (b) the secure environment in which the Product is stored; (c) the Product, the Software, or any associated materials.

2.6 You covenant and agree to keep the Product in a physically secure environment at all times, and to take all necessary precautions to restrict use of the Product to Authorized Users. You acknowledge and agree that for the Product to function properly in online mode, the Product must be connected to the Internet.

2.7 Magnet Forensics may use third-party monitoring tools to ensure that You comply with the foregoing restrictions. You acknowledge that Your use of the Product may be subject to additional terms and conditions as set by the third-party responsible for such tools.

3 **Warranty Disclaimer.** Notwithstanding Section 7.1 of the Agreement, You acknowledge and agree that the Software is provided AS-IS and without any warranty of any kind. Further, You acknowledge that all case stakeholders are aware of and understand the associated risk that the Authorized Device may become damaged and/or Authorized Device data may be unrecoverable when used with the Product or Software, in particular for Authorized Devices (a) with aftermarket repairs or hardware and nonstandard software builds; (b) that boot loop or are otherwise unable to boot normally; (c) that have preexisting damage, defects, or faults that may or may not be detectable; or (d) with software, software builds, states, or usage profiles not identified on the applicable support matrix. You further understand that not all permutations of Authorized Device software, software builds, states, and usage profiles have been tested by Magnet Forensics. Before utilizing the Product and Software on an Authorized Devices under any of the above conditions, please consult Magnet Forensics through the customer support portal. You release Magnet Forensics from all liability associated with damage to a mobile device or corruption of mobile device data resulting from the use of the Software or the Product.

4 **Violations of License Restrictions.**

4.1 Section 8.1 of the Agreement (Limitation of Liability) shall not apply to damages arising from Your violation(s) of Schedule A - Section 3 and this Schedule B.

4.2 In addition to the termination rights set out in Section 10 of the Agreement (Termination), Magnet Forensics may terminate this Agreement and suspend Your License, at its sole discretion and option, without notice and without refund or reimbursement if You violate any material term or condition of this Agreement.

5 **Heightened Confidentiality Obligations**. The VeraKey Product, along with its associated Documentation, are sensitive technologies whose Confidential Information requires the highest duty of care. You, Your employees, Your agents who require access in order to perform hereunder, and all final users of the VeraKey Product (collectively, "Receiving Party") shall not disclose, use, sell, transmit, inform or make available to any entity, person or body any of the Confidential Information nor shall it copy, photograph, or otherwise reproduce any Confidential Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Confidential Information and Magnet Forensics' rights therein,

at all times exercising the highest duty of care. Receiving Party agrees to restrict access to VeraKey Confidential Information to those Authorized Users who require access in order to perform hereunder, and, except as otherwise provided, the Receiving Party shall not make Confidential Information available to any other person or entity without the prior written consent of Magnet Forensics. Further, Receiving Party acknowledges and agrees that due to the unique nature of the VeraKey Products, there can be no adequate remedy at law for any breach of its obligations under this Section 5 related to such Products, that any such breach will cause irreparable and continuing damage to Magnet Forensics and, therefore, that upon any such breach or any threat thereof, Magnet Forensics shall be entitled to whatever remedies it might have by law and equity, including injunctive relief, a decree for specific performance, and all other relief as may be proper (including money damages, if appropriate). The Receiving Party further acknowledges and agrees that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope.

6 **Excess Use of Licenses.** If You use the Product in excess of the license quantities or levels stated in Your Quote, Magnet Forensics reserves the right to invoice You for such excess use based on the then current list price of the minimum add-on package required to bring Your use into compliance and you agree to pay such invoice in accordance with Section 3 of the Agreement.

Schedule C – Additional GrayKey Terms and Conditions

1 Definitions.

1.2 "**Authorized Location**" means the authorized physical locations specified in the Quotation or that Licensee has otherwise registered with Magnet Forensics and that Magnet Forensics has approved in writing.

1.3 "**Authorized User(s)**" means collectively, employees, agents or contractors who are authorized by You to access or use the Product and Software.

1.4 **"Device"** means a mobile device.

1.5 "**Extraction**" means the use of the Product to extract data from a Device.

2 License Restrictions. If You are licensing the GrayKey Product, as identified in Your Quotation, You agree to the following additional restrictions in addition to the license rights and restrictions set out in Schedule A of this Agreement:

2.1 Only Authorized Users who have obtained any necessary consents and approvals are permitted to access and use the Product or Software in connection with any Extractions. You shall notify Magnet Forensics in writing the name and user information associated with each Authorized User, and within thirty (30) calendar days following a change of an Authorized User's employment status such that the Authorized User ceases to be authorized by You to access or use the Product and Software either through ceasing to be employed by You or a change in his or her position within the Your organization such that he or she is no longer authorized to access or use the Product and Software.

2.2 To the extent legally practicable, Devices must remain in Your possession and control until after the software agent employed by the Product has been successfully uninstalled from such Devices.

2.3 If Your use of the Product is restricted to the Authorized Location identified in Your Quotation, You covenant and agree to keep the Product in a physically secure environment within the Authorized Location at all times, and to take all necessary precautions to restrict use of the Product to Authorized Users. You acknowledge and agree that for the Product to function properly in online mode, the Product must be connected to the Internet.

2.4 Magnet Forensics may use third-party monitoring tools to ensure that You are in compliance with the foregoing restrictions. You acknowledge that Your use of the Product may be subject to additional terms and conditions as set by the third-party responsible for such tools.

3 Warranty Disclaimer. Notwithstanding Section 7.1 of the Agreement, You acknowledge and agree that the Software is provided AS-IS and without any warranty of any kind. Further, You acknowledge that all case stakeholders are aware of and understand the associated risk that a Device may become damaged and/or Device data may be unrecoverable when used with the Product or Software, in particular for Devices (a) with aftermarket repairs or hardware and nonstandard software builds; (b) that boot loop or are otherwise unable to boot normally; (c) that have preexisting damage, defects, or faults that may or may not be detectable; or (d) with software, software builds, states, or usage profiles not identified on the applicable support matrix. You further understand that not all permutations of Device software, software builds, states, and usage profiles have been tested by Magnet Forensics. Before utilizing the Product and Software on a Devices under any of the above conditions, please consult Magnet Forensics through the customer support portal. You release Magnet Forensics from all liability associated with damage to a mobile device or corruption of mobile device data resulting from the use of the Software or the Product.

4 Violations of License Restrictions.

4.1 Section 8.1 of the Agreement (Limitation of Liability) shall not apply to damages arising from Your violation(s) of Schedule A - Section 3 and this Schedule C.

4.2 In addition to the termination rights set out in Section 10 of the Agreement (Termination), Magnet Forensics may terminate this Agreement and suspend Your License, at its sole discretion and option, without notice and without refund or reimbursement if You violate any material term or condition of this Agreement.

5 Heightened Confidentiality Obligations. The GrayKey Product, along with its associated Documentation, are sensitive technologies whose Confidential Information requires the highest duty of care. You, Your employees, Your agents who require access in order to perform hereunder, and all final users of the GrayKey Products (collectively, "Receiving Party") shall not disclose, use, sell, transmit, inform or make available to any entity, person or body any of the Confidential Information nor shall it copy, photograph, or otherwise reproduce any Confidential Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Confidential Information and Magnet Forensics' rights therein, at all times exercising the highest duty of care. Receiving Party agrees to restrict access to GrayKey Confidential Information to those Authorized Users who require access in order to perform hereunder, and, except as otherwise provided, the Receiving Party shall not make Confidential Information available to any other person or entity without the prior written consent of Magnet Forensics. Further, Receiving Party acknowledges and agrees that due to the unique nature of the GrayKey Products, there can be no adequate remedy at law for any breach of its obligations under this Section 5 related to such Products, that any such breach will cause irreparable and continuing damage to Magnet Forensics and, therefore, that upon any such breach or any threat thereof, Magnet Forensics shall be entitled to whatever remedies it might have by law and equity, including injunctive relief, a decree for specific performance, and all other relief as may be proper (including money damages, if appropriate). The Receiving Party further acknowledges and agrees that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope.

MAGNET FORENSICS®

Quotation

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

Phone: 519-342-0195
E-Mail: sales@magnetforensics.com

Quote #: Q-335071-1
Issue Date: 14 May, 2024
Expires On: 31 Jul, 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
Amber Soukup		amber.soukup@magnetforensics.com	Net 30

ITEM #	PRODUCT NAME	SMS DATES	UNIT SELLING PRICE	QTY	EXTENDED PRICE
6DVR04	DVR Examiner	1 Sep, 2024 to 31 Aug, 2025	USD 5,250.00	1	USD 5,250.00
6S611	Magnet AXIOM Core - Term	1 Sep, 2024 to 31 Aug, 2025	USD 4,300.00	1	USD 4,300.00
6S611	Magnet AXIOM Core - Term	1 Sep, 2024 to 31 Aug, 2025	USD 4,300.00	1	USD 4,300.00
6S611	Magnet AXIOM Core - Term	1 Sep, 2024 to 31 Aug, 2025	USD 4,300.00	1	USD 4,300.00

Sub-Total	USD 18,150.00
Taxes	USD 0.00
Grand Total	**USD 18,150.00**

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.

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: Linda Gorton **Date:** 7/9/2024

Name (Print): Linda Gorton **Title:** Mayor

Please sign and email to Amber Soukup at amber.soukup@magnetforensics.com

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0724-24

File ID: 0724-24 **Type:** Resolution **Status:** Approved

Version: 2 **Contract #:** 199-2024 **In Control:** Urban County Council

File Created: 06/28/2024

File Name: Request Council authorization to execute agreement with Kentucky Association for Environmental Education (KAEE) to provide environmental education services for twelve (12) months with an option for four (4) automatic, 1-year renewals, contingent on fundin

Final Action: 07/09/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement (awarded pursuant to RFP 37-2024) with the Ky. Association for Environmental Education to provide Environmental Education Services for FY 2025, with the option for four (4) one (1) year extensions, a cost not to exceed $517,636.27 in FY 2025. [Div. of Environmental Services, Carey]

Notes: stamped and filed in CCO, copies given back to Celia via pick up 7/9 AA

Sponsors:

Enactment Date: 07/09/2024

Attachments: 24-Blue Sheet Memo KAEE, Contract for Environmental Education Services signed, EE Budget_worksheet_518Kgoal final, KAEE proposal, RFP Pkg 37-2024, RESO 0724-24- KAEE Agreement 4879-6468-6543 v.1.docx, R-395-2024, Contract #199-2024

Enactment Number: R-395-2024

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	07/09/2024	Approved and Referred to Docket	Urban County Council	07/09/2024		Pass
2	Urban County Council	07/09/2024	Received First Reading	Urban County Council	07/09/2024		
2	Urban County Council	07/09/2024	Suspended Rules for Second Reading				Pass
2	Urban County Council	07/09/2024	Approved				Pass

Text of Legislative File 0724-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement (awarded pursuant to RFP 37-2024) with the Ky. Association for Environmental Education to provide Environmental Education Services for FY 2025, with the option for four (4) one (1) year extensions, a cost not to exceed $517,636.27 in FY 2025. [Div. of Environmental Services, Carey]

Summary

Authorization to execute an Agreement with Kentucky Association for Environmental Education (KAEE), pursuant to RFP No. 37-2024, to provide environmental education services for twelve (12) months with an option for four (4) automatic, 1-year renewals, contingent on funding. The amount of the Agreement is $517,636.27 per fiscal year. Partial funds are Budgeted and a Budget amendment is in process. (L0724-24) (Carey/Albright)
Budgetary Implications: Yes
Advance Document Review:

Law: Yes, Completed by Evan Thompson, 6/27/2024

Risk Management: N/A

Fully Budgeted: Yes

Account Number: 1101-313201-3094-71299 ($30,000);1101-313201-3095-71299 ($4,740); 1115-313201-3095-71299 ($181,896.27); 4002-313201-3095-71299 ($63,000); 4051-313201-3095-71299 ($158,000); 3160-160705-0001-71299 ($80,000)
This Fiscal Year Impact: $517,636.27
Annual Impact: $0
Project: SLX_UPWP_2024
Activity: FED_GRANT
Budget Reference: 2024
Current Balance:

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

TO: **LINDA GORTON, MAYOR**
URBAN COUNTY COUNCIL

FROM: **THERESA REYNOLDS, DIRECTOR**
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: **JUNE 27, 2024**

SUBJECT: **Authorization to Execute Education Services Agreement with Kentucky Association for Environmental Education (KAEE)**

Request: Council authorization to execute agreement with Kentucky Association for Environmental Education (KAEE) to provide environmental education services for twelve (12) months with an option for four (4) automatic, 1-year renewals, contingent on funding. The amount of the agreement is $517,636.27 per fiscal year.

Purpose of Request: The environmental education services as defined in RFP #37-2024 support the goals of the Department of Environmental Quality and Public Works, with a strong emphasis on sustainability, transportation, waste management and water quality. The Kentucky Association for Environmental Education, who held the previous environmental education services contract, was the only proposer to RFP #37-2024.

What is the cost in this budget year and future budget years? The cost for FY25 is $517,636.27. Costs in future budget years will be determined during the budgeting process and contract renewal process.

Are the funds budgeted? The funds for FY25 are budgeted and FY25 budget amendment is in process.

1101-313201-3094-71299	$ 30,000.00
1101-313201-3095-71299	$ 4,740.00
1115-313201-3095-71299	$181,896.27
4002-313201-3095-71299	$ 63,000.00
4051-313201-3095-71299	$158,000.00
3160-160705-0001-71299 SLX_UPWP_2024	$ 80,000.00

File Number: 0724-24

Director / Commissioner: Carey/Albright

CONTRACT FOR SERVICES

THIS CONTRACT, MADE AND ENTERED INTO THIS ____ DAY OF _____, 2024, BY AND BETWEEN THE **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ("LFUCG")**, ON BEHALF OF ITS DIVISION OF ENVIRONMENTAL SERVICES (CLIENT) AND **KENTUCKY ASSOCIATION FOR ENVIRONMENTAL EDUCATION** OF ELIZABETHTOWN, KY (CONSULTANT).

WHEREAS, the Lexington-Fayette Urban County Government (LFUCG) intends to proceed with environmental education programs in Lexington, Kentucky, with a strong emphasis on sustainability, waste management, water quality and transportation, in furtherance of the Public Education and Public Involvement component of LFUCG's stormwater program, and consistent with LFUCG's MS4 permit with the Commonwealth of Kentucky; and

WHEREAS, Kentucky Association for Environmental Education was selected by LFUCG based upon its response to Lexington-Fayette Urban County Government Request for Proposal #37-2024 for Environmental Education Services for the LFUCG Division of Environmental Services; and

WHEREAS, this Contract describes the scope of services to be provided by Kentucky Association for Environmental Education and the compensation for said services;

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, and the payment for those services by LFUCG as set forth herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES.

a. Kentucky Association for Environmental Education will serve as the Environmental Education Coordinator and Provider to LFUCG and its constituents throughout Fayette County.

b. Specific activities to be provided by Kentucky Association for Environmental Education may include but not be limited to: updating and utilizing the exiting curriculum for K-12 classrooms; developing and utilizing protocols, scripts and signage for field trip sites; assisting in the development of hands-on materials and activities for classrooms and tabling; developing and executing

programming in collaboration with community partners that serve youth outside of school time; evaluating educators, lessons, field trips and units of study through observation, surveys and other assessment tools; making adjustments based on assessment results; cooperating with LFUCG and outside agencies working on longitudinal studies related to the impact of the EE program; developing and leading professional development for classroom teachers, including but not limited to the Teachers' Environmental Academy; developing ongoing engagement opportunities for teachers who participate in LFUCG-sponsored PD; purchasing supplies for EE efforts and distributing them appropriately; reimbursing schools for appropriate expenses such as buses and substitutes related to field trips; connecting K-12 units to careers, especially careers related to city jobs; coordinating career panels for middle and high school students; working with Fayette County Public Schools on career days and similar opportunities; partnering with FCPS to facilitate LFUCG-related job training, shadowships and internships; and collaborating with city staff members to develop and implement successful job shadowing and internship programs for students that provide connections to the full spectrum of jobs within the city ("Project"). These tasks are as described in Lexington-Fayette Urban County Government RFP #37-2024 and Kentucky Association for Environmental Education's Proposal in response to said RFP, both of which are incorporated herein by reference as if fully set forth herein. All activities undertaken on behalf of LFUCG will be performed only at the specific and stated direction of LFUCG.

c. LFUCG may desire to have the Kentucky Association for Environmental Education perform work or render services in connection with this Project other than those provided in subsection (b) of this Agreement. Such work shall be considered as "Additional Services", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the LFUCG gives written authorization. Should the LFUCG find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the Kentucky Association for Environmental Education shall make such revisions as directed, in writing, by the LFUCG. This work shall be considered as "Additional Services" and shall be paid as such. All "Additional Services" are subject to prior written authorization of LFUCG and necessary appropriations made by the Lexington Fayette Urban County Council.

2. COMPENSATION.

For the services described in response to RFP #37-2024 by Kentucky Association for

Environmental Education, Kentucky Association for Environmental Education shall be compensated for Coordination and Administrative Services in an estimated amount not to exceed $517,636.27 in FY 2025. A summary of billing activity and related reports will be delivered to LFUCG on a monthly basis.

3. TERM OF AGREEMENT.

The contract period shall begin on July 1, 2024 and extend through June 30, 2025, with the option for four automatic 1-year contract extensions, if sought by the LFUCG, and contingent upon funding availability. The contract can be terminated with 30 days written notice by either party (CLIENT or CONSULTANT). If the contract is terminated by either party, LFUCG agrees to pay all fees and expenses incurred in accordance with this Agreement through the effective date of termination. All materials or information acquired or produced by Kentucky Association for Environmental Education or its representatives in its performance of services under this Agreement shall remain the sole property of Kentucky Association for Environmental Education until payment is received by Kentucky Association for Environmental Education. Once payment has been received by Kentucky Association for Environmental Education, all materials or information acquired or produced by Kentucky Association for Environmental Education will become the property of LFUCG.

4. PROTECTION OF THE CLIENT.

Kentucky Association for Environmental Education 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 Kentucky Association for Environmental Education or its employees or agents under or in connection with this Contract. Kentucky Association for Environmental Education shall indemnify, defend, and hold harmless LFUCG and its employees, agents, and successors from and against all liability, damages, and losses that are in any way incidental to or connected with Kentucky Association for Environmental Education's performance or breach of the Contract. Kentucky Association for Environmental Education agrees to indemnify, defend, and hold harmless LFUCG and its employees, agents, and successors with respect to any claims or actions for libel, slander, defamation, copyright infringement, idea misappropriation, or invasion of rights of privacy arising out of any materials which have been prepared by Kentucky Association for Environmental Education on LFUCG's behalf, unless any such claim for action is based on materials supplied by

LFUCG. The Risk Management Provisions of RFP #37-2024 are expressly incorporated herein by reference as if set forth fully herein.

5. CONFIDENTIALITY.

It is understood that all information, facts, and figures that come to the attention of the Kentucky Association for Environmental Education will be handled in a confidential manner. Kentucky Association for Environmental Education agrees to exercise reasonable care to prevent disclosure of any confidential or proprietary information to any third party, except as may be expressly authorized in writing by LFUCG.

6. APPROVAL PROCESS.

LFUCG agrees to designate one person to represent LFUCG in approving material as described in the SCOPE OF SERVICES. Approval by that person will give Kentucky Association for Environmental Education full authority to act in the company's behalf.

7. CHANGES IN CONTRACT.

This Contract sets forth the entire agreement between the parties. Any modifications must be in writing and signed by an authorized officer of both Kentucky Association for Environmental Education and LFUCG.

8. GOVERNING LAW; JURISDICTION; CHOICE OF LAW; SEVERABILITY.

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky and shall inure to the benefit of and be binding upon the parties' successors, assigns, trustees, and representatives. Any dispute hereunder shall be resolved in Fayette County Circuit Court or the United States District Court in Lexington, KY, having proper jurisdiction, and the parties consent to such jurisdiction. This Contract shall be governed, construed, and enforced in accordance with the laws of the Commonwealth of Kentucky, without regard to its conflict of law rules. If any of the provisions of this Contract are found to be unenforceable, the remainder shall be enforced as fully as possible.

IN WITNESS WHEREOF, the parties executed this Agreement the day, month, and year above written.

ATTEST:

By: _____
Council Clerk

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: _____
Linda Gorton, Mayor

ATTEST:

By: [signature]

Kentucky Association for Environmental Education
PO Box 2739
Elizabethtown, KY 42702

By: [signature]
Its: Executive Director

4880-8896-2508, v. 1

Environmental Education Coordination and Administration Budget Proposal
RFP #37-2024

Add extra rows as needed for additional staff. Green fields will autocalculate or autopopulate.

#s presented in this section should be based on actual pay and benefits; management fee/administrative costs will be reflected below

Personnel

Staff Name (leave blank, if unfilled)	Staff Title (if different than contract position)	Contract Position	# of hours/week, average (total NOT just contract)	% of time dedicated to contract		Annual Salary	Benefit Costs (show work in proposal)	Total Compensation	Total Personnel Cost Dedicated to Contract
		Environmental Education Manager		100.00%	0	$65,771.00	$21,046.72	$86,817.72	$86,817.72
		Educator		100.00%	0	$55,000.00	$17,600.00	$72,600.00	$72,600.00
		Educator		100.00%	0	$55,000.00	$17,600.00	$72,600.00	$72,600.00
		(optional) Educator		100.00%	0	$47,083.00	$15,066.56	$62,149.56	$62,149.56
		Transportation Outreach Specialist		100.00%	0	$49,078.00	$15,704.96	$64,782.96	$64,782.96
		Workforce Development Specialist		100.00%	0		$0.00	$0.00	$0.00
		(optional) OST Coordinator			0			$0.00	$0.00
					0			$0.00	$0.00
					0			$0.00	$0.00
					0			$0.00	$0.00
					0			$0.00	$0.00
					0			$0.00	$0.00
TOTAL					**0**	**$271,932.00**			**$358,950.24**

Set Program Costs

Expense Category		Budget
professional development	$2,500 x # of core staff	$15,000.00
school-based EE		$23,000.00
PD		$50,000.00
OST		$15,000.00
school/district support		
WFD*		
transportation		$8,000.00
other (scope modifications)		$0.00
TOTAL		$111,000.00

* planned increases in years 2 & 3, budget/Council permitting

	# of Miles	Rate/Mile	Total Cost
staff travel	10,000	0.43	$4,300.00

	Base Costs**	fee %	Total Cost
management/ admin fee	$358,950.24	0.12	$43,074.03

** Base costs can be personnel base or personnel total or personnel (either) + set costs. The expectation is that admin percentage would be lower if it's based on full contract costs. Please note that the contract may be partially funded, and admin fees will be paid out proportionate to actual costs invoiced. Please enter the formula in E39 accordingly. G20 = base personnel costs, J20 = salary plus benefits, C33 = set program costs, H24 = staff travel

Contract Cost Summary	
Personnel	**$358,950.24**
Set Costs	$111,000.00
Travel	**$4,300.00**
Mgmt/Admin Fee	**$43,074.03**
TOTAL	**$517,324.27**
TARGET	518000

Environmental Education Coordination and Administration

Proposal for Bid Number: RFP-37-2024

Submitted to the Lexington Fayette Urban County Government
by the Kentucky Association for Environmental Education (KAEE)

Summary

The Kentucky Association for Environmental Education (KAEE) is the state affiliate of the North American Association for Environmental Education and part of a national network of environmental education (EE) associations with the sole purpose of promoting and supporting high quality environmental education across the continent. With extensive experience on this and similar initiatives at the state, regional, and national level, KAEE is ideally and uniquely suited to advance the deliverables and opportunities highlighted in this proposal. We look forward to the opportunity to continue assisting Lexington Fayette Urban County Government (LFUCG) in its efforts to help students understand how they impact related systems (natural and built); the local government's role in these systems; and how individuals can reduce the negative impacts of their actions to these systems.

KAEE worked in partnership with the Kentucky Environmental Education Council to complete the Fayette County Needs Assessment and subsequent final report from 2020 listed in the bid opportunity and upon which these deliverables were built. We are intimately familiar with the recommendations of the report and the data behind it and are well suited to implement these deliverables going forward. The following proposal, based on those report recommendations, is designed to assist LFUCG and its partners in effectively and equitably increasing the environmental literacy of Lexington residents and supporting the goals of Lexington's Department of Environmental Quality and Public Works (EQPW). Our recommendations are based on the overarching themes found throughout our research, model program inventory, teacher survey, and focus groups.

KAEE is a professional, membership-based nonprofit whose primary role is to serve as the conduit that connects environmental educators throughout Kentucky. KAEE's mission is to increase environmental knowledge and community engagement in Kentucky through the power of environmental education.

Scope of Work

KAEE will dedicate a full time Environmental Education (EE) Manager to be based out of the EQPW offices. This person will be solely dedicated to this project and meeting the deliverables outlined in the following sections. In addition, KAEE will dedicate 2-3 Educator positions, a Transportation Outreach Specialist, and a Workforce Development Specialist/Coordinator who will each report to the Environmental Education Manager and also be based out of the EQPW offices. As future positions are hired, KAEE's Executive Director will work with the EE Manager to develop a matrix to determine how starting salaries are determined. KAEE's Executive Director, Deputy Director, and Operations Coordinator will work in partnership with the Environmental Education Manager to ensure all reporting

requirements, reimbursements, invoices, and deliverables of this project are met or achieved, as well as assisting with assessment deliverables (detailed in the assessment section below). The Executive Director will also assist EQPW with hiring and overseeing staff positions for this project as needed. We estimate this project will take between 5-7.5% of their time, but this rate is included under the administrative fee rather than as a separate line item in the salary.

This project will focus on advancing environmental education efforts for K-12 public and private schools within Lexington-Fayette County. Specifically, KAEE will work with a variety of city and community partners to:

- Update and utilize the curriculum for K-12 classrooms.
- Develop and utilize protocols, scripts and signage for field trip sites.
- Assist in the development of hands-on materials and activities for classrooms and tabling.
- Develop and execute programming in collaboration with community partners that serve youth outside of school time.
- Evaluate educators, lessons, field trips and units of study through observation, surveys and other assessment tools; make adjustments based on assessment results; cooperate with EQPW and outside agencies working on longitudinal studies related to the impact of the EE program.
- Develop and lead professional development for classroom teachers, including but not limited to the Teachers' Environmental Academy; develop ongoing engagement opportunities for teachers who participate in EQPW-sponsored PD.
- Purchase supplies for EE efforts and distribute them appropriately; reimburse schools for appropriate expenses such as buses and substitute teachers (subs) related to field trips.
- Connect K-12 units to careers, especially careers related to city jobs; coordinate career panels for middle and high school students; work with Fayette County Public Schools on career days and similar opportunities; partner with FCPS to facilitate EQPW-related job training, shadowships and internships; collaborate with city staff members to develop and implement successful job shadowing and internship programs for students that provide connections to the full spectrum of jobs within the city.

Budget: KAEE will spend money and time in a way that reflects the funding: 20% sustainability; 15% transportation; 25% waste management; 15% water quality, sanitary; and 25% water quality, stormwater. The proposal budget is based on a single year, July 1, 2024 through June 30, 2025.

Invoicing: KAEE will invoice the city on a monthly basis, along with activity reports. Travel logs will be kept and receipts for supplies will be submitted with invoices. All materials (activity supplies, displays, technology, etc.) purchased with DES funds will be returned to the city at the end of the contract period unless the items are distributed through a program covered by this scope.

K-12 School-based Outreach

Under the leadership of the EE Manager, KAEE will develop, update and lead units for K-12 students in public and private schools throughout Lexington-Fayette County. Lessons will align with state education standards and utilize content from existing environmental education curricula and programs (e.g., Project Learning Tree, Project WET) when appropriate. KAEE will aim to maximize the program reach and effectiveness given the resources available. Participating teachers will be strongly

encouraged to complete the units rather than engage in one-off lessons. Priority will be given to teachers who schedule the full series and to teachers in Title I schools. Teachers with multiple classes of the same grade (e.g., STEM lab teachers) may be asked to lead the lesson themselves after an educator has demonstrated the lesson by teaching a class. Materials will be left with classroom teachers for that purpose. The EE Manager and the core educators will manage the lesson and field trip schedule. Where possible, the same educator will be assigned to the same classroom (or even school) for efficiency and relationship building. The EE Manager will ensure that all educators and classroom teachers get the supplies they need for the lessons in a timely manner.

Units of Study: KAEE will develop, update and utilize at least one unit per topic for grades K-5. Units will focus on sanitary sewers/wastewater treatment, stormwater, sustainability, transportation and waste management. Sanitary and stormwater topics may be combined into one unit depending on the grade and associated educational standards. Middle schools and high school units will be developed to maximize interest among teachers in those settings. Topics will likely be combined or modified to better meet the needs of courses taught at that level. EQPW outcomes will still be met. A lesson may be modified to fit in multiple units. Lessons may touch on other environmental topics, but the focus of the lessons will be sanitary sewers/wastewater treatment, stormwater, sustainability, transportation or waste management. Each unit will include a field trip with pre- and post-field trip lessons. Only one field trip will be available per unit. Virtual field trips will be offered as an option if circumstances require it. Units will all include a career component, especially those at the upper elementary, middle and high school levels.

Elementary units will consist of a minimum of four lessons plus a field experience. Middle and high school units will consist of a minimum of four lessons plus a field trip and a career panel or similar activity. Career panels or similar will also be encouraged for upper elementary units. Under the discretion of the EE Manager, KAEE may choose to use or modify units that currently exist at LexingtonKY.gov/EE. Units will have accompanying supply kits of reusable and/or consumable materials that KAEE will purchase, organize and distribute. These will be stored in storage space provided by the city and costs are included in the lesson supply budget of this contract. The EE Manager will evaluate the classroom performance of the educators through surveys and observation.

Field Experiences: The EE Manager and KAEE will work with EQPW to identify field experiences appropriate for the units of study. The EE Manager will create protocols, scripts and (if applicable) signage for these sites in cooperation with the city. Experiences may take place at the school or at another site and will be paid for through this contract. An estimated cost for this is included in the proposed budget. KAEE will lead the field trips that take place on city property, including but not necessarily limited to the Recycle Center and the wastewater treatment plants. Other field trips sites we might use include: Haley Pike Waste Management Facility – mulching pad and closed landfill; McConnell Springs; Raven Run; and Cane Run, along the Legacy Trail in Coldstream Park. The EE Manager will coordinate field experiences and will lead many of them. The EE Manager will train the educators on the tours – scripts and protocols. The EE Manager will evaluate the field trip performance of the educators through surveys and observation. The cost of transportation and subs for field trips is built into this contract. All public schools that are set to complete a unit will qualify for this funding. The schools will invoice KAEE, who will reimburse them in a timely manner.

Recognition Program: KAEE will track classroom participation in the units. Qualifying classrooms/teachers will be recognized. The EE Manager will create the recognition program structure in cooperation with the city's contract manager. KAEE will work with EQPW staff to develop appropriate awards for teachers/classrooms/schools that qualify for the recognition program. The EE Manager will work with other members of the Public Information and Engagement (PIE) team to identify works of art from the Art by Nature program to have professionally printed as awards. Award levels would be identified as follows:

- Platinum: Schools that engage every single student in a completed unit will be recognized at the platinum level.
- Gold: Schools that have multiple grade levels involved in completing multiple units will be recognized at the gold level.
- Silver: Schools where multiple grades only complete units from the same theme or one grade complete multiple units from different themes will be recognized at the silver level.
- Bronze: Schools that complete a single unit with a single grade will be recognized at the bronze level.
- Honor: Schools that do not complete one of our Waste, Water, or Sustainability Thematic Units, but complete our Transportation Unit will be recognized at the partner level.

The recognition program budget is included in the school-based EE budget in the budget proposal.

Timeline and Promotion: The EE Manager will work with EQPW staff to promote the units to classroom teachers and will be responsible for scheduling lessons and field experiences as they see fit to meet the targets outlined in this RFP. Lessons will be offered at no cost to classrooms. The units for the upcoming school year will be submitted to the city's contract manager for approval by August 1. The units will be finalized before the first day of school for FCPS. The units will be amended as needed with notification to and approval from the city's contract manager. If this contract is renewed for additional years, the units will be reviewed and updated each July/early August. Protocols and scripts for unit-related field experiences will be submitted to the city's contract manager for approval by mid-August and finalized no later than September 15. The field experiences, along with the associated protocols and scripts, will be reviewed and updated each year. The recognition program is based on the academic year and awards will be distributed before the end of the school year.

Targets: For schools, priority will be given to classrooms who are willing to complete the full unit, not one-off lessons. The goal will be to have at least 100 classrooms complete a unit, including the corresponding field experience, each academic year.

Budget and Invoicing: KAEE will account for all expenses related to school-based outreach. These expenses include, but are not necessarily limited to:

1. Contractor staff time
    a. Developing, updating and teaching classroom-based lessons
    b. Developing, updating field trip protocols and scripts; leading field trips
    c. Promotion of units of study to schools and teachers
    d. Scheduling lessons and field trips
    e. Assessing lessons, units and educators

f. Purchasing supplies and reimbursing schools for approved expenses (e.g., buses and subs for field trips)
g. Planning and carrying out the recognition program

2. Contractor staff transportation
3. Lesson supplies
4. Teacher/classroom/school recognition program expenses
5. Reimbursement to schools for buses and subs related to field trips

All costs except contractor staff time and travel are included in the $30,000 school-based EE and the $15,000 field experience lines included in the proposed budget.

Reporting: KAEE will track the following and provide it to the city with each invoice:

1. Documentation of lessons taught
    a. School
    b. Teacher (or contact)
    c. Grade(s)
    d. # of students in class (full attendance)
    e. Which lessons were taught and by whom
    f. Documentation of which lessons were teacher-led (i.e., materials were left with the teacher and they used with a group(s) of students)
2. Photographs and short videos will be provided when possible/appropriate.
3. Tracking will be provided for each invoice and organized in such a way to produce both calendar- and school-year reports.

Teacher Professional Development

KAEE's EE Manager shall develop, promote and facilitate professional development opportunities for K-12 educators who work in public and private schools in Lexington-Fayette County. Trainings will align with state education standards. Use of content and materials from existing environmental education curricula and programs (e.g., Project Learning Tree, Project WET, etc.) will be prioritized.

The primary teacher PD will be the Teachers' Environmental Academy (TEA), a week-long program offered in the summer. The goal will be to complete two workshops per summer, one for elementary educators and the other for middle and high school educators. The academies will each focus on the contract topics: sanitary sewers/wastewater treatment, stormwater, sustainability, transportation and waste management. The final day of each academy will focus on integrating that information into classrooms.

The EE Manager will develop and implement a plan for ongoing engagement with teachers who complete an academy. This plan may include additional PD opportunities, support of classroom projects related to the academy, a mentorship and/or recognition program and any other activities that are useful to the educators while furthering goals of the department. In addition to the TEA, KAEE will develop relationships with district and school leadership and seek opportunities to host additional professional development in partnership with those official entities. Presently, KAEE staff have made the necessary connections to join the Fayette County Public Schools Office of Sustainability to discuss

best practices for sustainable education in the classroom during the annual beginning of school PD event required of all Fayette County Public School teachers.

Promotion: KAEE will work with EQPW to promote teacher trainings. Promotional materials will be shared with the city's contract manager for pre-approval. Promotion conducted through social media will originate on a city-managed social media site (@LiveGreenLex).

Participant Guidelines and Targets: Training sessions will be free for all educators from public and private schools in Lexington-Fayette County. Teacher stipends, along with food, charter buses, workshop supplies and materials, are included in the Teacher Training Budget in the proposed budget. Workshops will have a minimum of 10 registered Lexington-Fayette County teachers or the workshop will be canceled. Workshops will be capped at 25. Recruitment will focus on teachers from Title I schools. As stated above, the goal will be to conduct two Teachers' Environmental Academy workshops per summer, one for elementary educators and the other for middle and high school educators, with an ongoing engagement plan in place throughout the contract period to maintain ongoing connection with teachers who have participated. PD participants will be strongly encouraged to assess their experience and offer suggestions for future trainings. They will also be encouraged to make use of city resources (e.g., lesson kits) to lead EQPW-related lessons on their own in their classrooms. There will be a plan for other PD at the school and/or district level by the end of year three with implementation beginning in years four and five so long as necessary funding is made available.

Budgeting and Invoicing: KAEE will account for all expenses directly related to carrying out the workshops. These expenses might include, but are not necessarily limited to:

1. Contractor staff time
    a. Workshop development, planning, assessment
    b. Promotion and registration
    c. Facilitation
2. Contractor staff transportation
3. Food and drink as appropriate for the training timeframe
4. Workshop/training supplies
5. Take-home support materials (i.e., books, guides, activity supplies)
6. Workshop transportation costs, including bus rentals
7. Substitute teachers/stipends for teachers
    a. If a training requires a teacher to miss school, a substitute teacher will be offered
    b. If a training occurs outside of school hours, teachers who attend the entire training will earn an appropriate stipend

All costs except contractor staff time and travel are included in the $50,000 PD budget line included in the proposal budget.

Reporting: KAEE will provide the following information for each training:

1. Participant information:
    a. Current school
    b. Current grade(s) and subject(s) taught

c. Number of years teaching
d. Number of students taught in the past school-year

2. Copy of the training sign-in sheets
3. Copies of presented and distributed materials, including the agenda
4. List of give-away items
5. Copies of participant evaluations
6. Photographs or video clips of the training

Out of School Time (OST)

Under the leadership of the EE Manager, lessons included in units will be modified for use in OST programs or a series of activities consistent with the contract topics (sanitary sewers/wastewater treatment, stormwater, sustainability, transportation and waste management) will be created to meet the interests and abilities of students in and structure of a given program. If classroom units are adapted for youth in the OST program, the EE Manager will ensure that students are not getting the same lesson multiple times in the same year. When possible, there will be a regular educator(s) assigned to each OST program so the students become familiar with the person(s).

Out of School Time Programs: The EE Manager will draft a partner agreement for these organizations to manage expectations around the resources, structure, time, etc. This agreement will be customized for each ongoing OST partnership and will be reviewed and signed by the EE Manager, the city's contract manager and the community partner representative. The city's contract manager will be asked to pre-approve it before it is presented to the community partner. Amendments to the agreement will be made in writing after being discussed in person. The agreement will not be overly prescriptive or specific; it is simply intended to ensure that good communication occurs before and throughout the program so both entities are able to fulfill their goals.

Requests from youth organizations (such as Boy or Girl Scouts) will be handled in a manner similar to OST programs. A lesson from a unit or an OST activity might be used. As with the classroom lessons, these services will be free for participants. Supplies will be provided and field experience costs for programs serving low- to moderate-income students will be fully funded through the proposed budget. One-off lessons or activities will be a lower priority than working with a partner for a series. Student and program partner assessments will be conducted by the EE Manager at both the activity/lesson and unit-levels. The EE Manager will manage the schedule for these efforts.

Summer Camps: KAEE will develop summer camp programming. These camps will focus on the work done by EQPW and related careers. KAEE will focus on small groups of middle school students who are involved with community partners that we work with throughout the year (e.g., 21st Century programs, community college programs, community centers, libraries, and so on). These camps would be carried out in conjunction with the community partner and other partners like the Division of Parks and Recreation. Camps would include activities that foster a connection to nature both in the neighborhoods where the students reside and in the broader Fayette County community. Career connections, service learning, educational activities and fun will all be incorporated into the schedule. The camp will culminate in an event to which the students' families are invited to share a meal and where the students will have a "show and tell" opportunity to highlight a favorite part of their week.

Activities for camp participants and their families will continue throughout the year. These camps will be free for participating students. The contracted EE staff will serve as the primary staff for the camps, along with city employees and interns where possible. The goal will eventually be to have students who participated in the camp serve as paid camp counselors in the future.

The 2022 Youth Environmental Academy (YEA) was a partnership between LFUCG (through KAEE staff), the North American Association for Environmental Education (NAAEE), ee360, the Cedar Tree Foundation, and the National Sierra Club. Without the funding that was offered at that time through those many partners, this program needs to be adjusted to offer a similar, yet equally rewarding program for the high school students that attend.

At the current budget amount suggested by the LFUCG, a summer camp for middle school students and a YEA are feasible, but final details would need to be worked out between the EE Manager, the OST Coordinator, and the LFUCG Contract manager to determine budget priorities within the given fiscal year.

Timeline and Targets: For OST programs, the EE Manager and team will work with the PIE Community Team to develop relationships with appropriate community partners for this contract. The first six months of the contract will focus on identifying partners and developing relationships, getting to know the partner's needs and limitations as well as the needs of the youth and families they service. During this time, current OST programs will continue. Plans for a robust series of summer programs in 2025 will be in place by the end of calendar year 2024. Early 2025 will focus on the after-school component – building partnerships for programs that will be implemented during the 2025-2026 academic year.

A pilot version of the camp(s) will be carried out in the summer of 2026, assuming the contract is renewed and funding is made available. Once we debrief from that experience, KAEE will develop a plan for the following summer. Assessment of these programs will be ongoing once they are established. Adjustments will be made each semester/summer as appropriate based on feedback and outcomes.

Budgeting and Invoicing: KAEE will account for all expenses related to youth outreach. These expenses include, but are not necessarily limited to:

1. Contractor time
    a. Developing, updating and leading OST lessons and activities
    b. Relationship building with potential partners
    c. Scheduling lessons and activities, including possible field trips
    d. Training others, including interns, in lessons and activities
    e. Assessing and revamping OST efforts
    f. Purchasing supplies and paying for services (e.g., transportation)
2. Contractor staff transportation
3. Lesson/activity supplies and expenses
4. Field trip transportation
5. Food and drink as appropriate for the context

All costs except contractor staff time and travel are included in the $30,000 shown on the proposed budget. Most of these funds will be used for summer programming. Many of the OST activity supplies will overlap with classroom-based lesson supplies.

Reporting: KAEE will track the following and provide it to the city:

1. Documentation of lessons taught/activities led for the year, highlighting the appropriate invoice period, along with group details
    a. School or community partner
    b. Program contact
    c. Grade(s) of students
    d. # of students in a group (range may be appropriate for these situations)
    e. Which lessons have been taught and by whom
    f. Which lessons are scheduled and when, if staffing plan confirmed
2. Photographs and short videos will be shared when possible/appropriate.
3. Tracking will be provided for each invoice and organized in such a way to produce both calendar- and school-year reports.

District and School Support Services

The EE Manager will be responsible for developing relationships at the district-level, though they may bring the city's contract manager into the conversations as appropriate. These higher-level relationships will facilitate: connections with school staff – not just teachers but also child nutrition specialists, custodial staff, principals, etc.; connections with students who may be a good fit for some of our programming; large-scale professional development opportunities; insights into and opportunities for input related to career pathways; and access to information on district-wide needs and opportunities. Having district-level connections will provide insights that will allow us to better serve the students of Fayette County while achieving EQPW goals.

Additionally, KAEE will provide a limited menu of support services related to waste management at schools. Specifically, we will:

1. Build relationships with and provide recycling information and support to cafeteria, custodial and administrative staff at the district-level and at schools participating in the city's recycling program.

2. Facilitate communication between schools and the city related to the collection of recycling.

3. Assist interested schools in improving their recycling efforts, particularly in relation to the reduction of contamination and the improved collection of cartons. This assistance may take the form of:
    a. Informal waste audits*
    b. Provision of recycling prompts and outreach materials
    c. Development of a recycling plan to facilitate proper recycling

d. Development of protocols for recycling at special events/games aimed at encouraging participation while decreasing contamination
e. Development of a program to collect cartons from the cafeteria

*Depending on the circumstance, informal waste audits may count as a lesson or support services. The audits are referred to as informal since we are not conducting in-depth analyses, as would be done for full waste characterization studies.

This task category is anticipated to represent a relatively small portion of our time.

Guidelines and Timeline: The EE Manager will continue work on establishing relationships at the district and school levels and work on building/maintaining those relationships throughout the contract period. They will also immediately work on identifying a school(s) to pilot a carton recycling program to implement in the second half of the 2024-2025 school year. Future efforts will be determined based on the results.

Other recycling assistance may take place anytime and could be initiated by any of the following: a request from the school; a request from the city's contract manager (most likely resulting from a recycling issue identified by Waste Management); or an informal waste audit conducted as a lesson revealing a high contamination rate.

KAEE will prioritize reduced contamination over increased volume of recycling when working with schools on recycling plans and event-based recycling protocols.

Targets: By the end of the contract period (including renewals), EQPW will have an array of relationships at the district-level of FCPS. These relationships will be associated with specific programs and program outcomes. The nature of these outcomes will evolve over time and will be discussed with the city's contract manager throughout the contract period to help determine next steps.

Ultimately, our goal is to have no contamination in school recycling streams with all schools having an established carton recycling program. Currently, schools are considered to have a critical issue if 20% or more (by weight) of the material they send for recycling is contaminated.

Budgets and Invoicing: KAEE will account for all expenses related to support services except for the prompts and outreach materials mentioned above. Expenses might include, but are not necessarily limited to:

1. Contractor staff time
2. Contractor staff transportation
3. Materials to support the carton recycling effort

There is $3,000 budgeted annually for this effort in the proposed budget.

Reporting: KAEE will provide information on who we met with, the purpose of the meetings and the outcomes. Results of (pilot) carton recycling programs will be shared and discussed with the city's

contract manager, along with results of the informal waste audits when conducted – especially if critical levels of contamination are found.

Workforce Development:

A Workforce Development Coordinator (WDC) will be part of the Environmental Education Team assigned to this contract. The WDC will work closely not only with the EE Team but also the Community Outreach Team made up of city employees. KAEE will integrate career connections in units, especially for upper elementary, middle and high school students, for both classroom-based and OST programming. The WDC will be the primary coordinator of the career panels for the related units, in close collaboration with the city's contract manager. (All requests for staff to participate in a career panel will have to be approved by the appropriate division director, likely with that request going through the city's contract manager.) Additionally, the WDC will work with Fayette County Public Schools on career days and similar opportunities, highlighting the broad spectrum of jobs related to the work of EQPW.

The WDC will collaborate with city staff to develop and implement a successful job training, shadowing and internship program for high school students that provides connections to the full spectrum of jobs within EQPW. The WDC will work with Fayette County Public Schools, Bluegrass Community Technical College, the University of Kentucky, Transylvania University and other regional institutions to identify interns, career pathways leading to EQPW jobs and job training opportunities for current or potential staff. The WDC will work with other government entities, job training and placement agencies, and other appropriate partners to identify funding sources that can support potential and current employees in acquiring the skills they need to succeed in their desired EQPW job.

The WDC will work with the Community Outreach Team and others (councilmembers, libraries, community centers, etc.) to offer opportunities that will benefit EQPW-related workforce development efforts for adults across Fayette County, such as offering a career booth at city-sponsored events like Truck-a-Palooza or at community-based events like an apartment outreach day. These career connections and opportunities will have a strong emphasis on diversity, equity and inclusion.

Timeline and Targets: Many of the workforce development objectives will be integrated in other aspects of this contract and will be promoted and timed accordingly. Each upper elementary, middle and high school unit will have a corresponding career component. Similarly, career highlights will be central to the OST programming as it is developed.

KAEE will work with city staff to ensure EQPW is well-represented at career fairs offered by FCPS, BCTC and other community partners as they are offered. A pilot version of the high school jobs program will be ready for rollout in the 2025-2026 school year. The framework of the program will be established by October 2024. There will be concrete and measurable progress on this front by the end of the full contract timeframe (including renewals). Examples of progress and outcomes include programs with community partners that have resulted in employee placement, students who have gone through the jobs program and are working for EQPW and students actively in the process of completing training that would qualify them for an EQPW job.

Budget and Invoicing: KAEE will account for all expenses related to the workforce development program. These expenses include, but are not necessarily limited to:

1. Contractor time
2. Contractor staff transportation
3. Materials for career fairs and other job-related outreach
4. Stipends for students in the job training program (intern pay would come from city budgets)

Costs, except for KAEE staff time and travel, are covered by the $35,000 budget with only $5,000 available the first fiscal year and $15,000 available the second fiscal year. The first year will be for planning. The second year will be a pilot. Beyond that, the program will be capped at 30 students unless there is demand and funding. The proposed budget assumes $500 stipends for each semester of the program. Summer internship payments are not paid for through this contract. Aspects of this program may be dependent on additional funding being made available through the city budget.

Reporting: Career panels will be reported with the classroom or youth outreach activities. A list of participating panelists will be maintained. Participation at career fairs – both city staff and students – will be noted for each fair with an estimated number of attendees. Additionally, notes on interest and engagement will be made to help with planning for future fairs. Participation in the high school job training program will be tracked and documented accordingly. Details will be determined as the program is developed and piloted. A system for identifying applicants and new hires will be established to demonstrate justification for the position and related programs.

Transportation Outreach:

A Transportation Outreach Specialist (TOS) will be part of the Environmental Education Team assigned to this contract. The TOS will work closely not only with the EE Team, but also the Community Outreach Team made up of city employees, as well as staff employed by the Lexington Area Metropolitan Planning Organization (LexArea MPO) who are based in the Division of Planning.

The TOS will develop transportation-focused units, for both classrooms and OST contexts. These units may focus specifically on cycling, pedestrian and/or scooting safety. There may also be a unit(s) developed with a broader focus on planning, which could focus on several contract topics including stormwater, transportation, waste management, etc. The TOS will be the primary educator for transportation-related units, though the OST Coordinator and Educators may also lead these units once trained.

The TOS will collaborate with city staff to develop and implement events that promote behavior change in relation to transportation safety and mode. Key decisions (dates, locations, etc.) will be made in coordination with the Community Outreach Team and the LexArea MPO. Examples of such events include: Glow Ride; Bike Month and other related events (Bike to Work Week, Streetfest, guided rides, etc.); Cycle September and related events; and stand-alone Safe Cycling courses.

The TOS will be responsible for maintaining the bikes in the city's bike library. The TOS will coordinate with city staff to transport the trailer, since contractors cannot drive city vehicles or otherwise transport city-owned trailers. We will explore opportunities to expand the bike library through additional grants. The transportation outreach will focus primarily on Fayette County, though the transportation curriculum and bike library loan program will be made available to Jessamine County schools and other residents in the MPO service area as capacity allows.

Timeline and Targets The K-12 transportation outreach timing and targets will be consistent with and integrated in the timelines and targets stated in those sections above. The event-based timelines are stated above. Targets include maintaining or growing participation in transportation-related events.

Budget and Invoicing: KAEE will account for all expenses related to the K-12 transportation outreach program. These expenses include, but are not necessarily limited to:

1. Contractor time*
    a. Developing, updating and leading transportation outreach lessons and activities
    b. Coordinating transportation outreach events
    c. Relationship building with potential partners
    d. Scheduling lessons, activities, field trips and events
    e. Training others in lessons and activities
    f. Assessing and revamping transportation outreach efforts
    g. Purchasing supplies and paying for services
    h. Maintaining the bike library
2. Contractor staff transportation
3. Lesson/activity supplies and expenses
4. Field trip transportation
5. Food and drink as appropriate for the context

All K-12 (classroom and OST) costs except KAEE staff time and transportation are included in the respective sections of the proposed budget. An additional $8,000 of funds are included for the bike library, bike maintenance and allowable event-related expenses. Additional funds such as grants may become available for transportation efforts and will be made available accordingly. KAEE will serve as the fiscal agent for the city's applications as needed.

**The suggested LFUCG grade is presently 514. KAEE would like to elevate this position to 516 to be in line with similar positions of direct engagement and higher level planning as is found in Parks & Recreation in the position of Recreation Specialist.*

Reporting: Classroom and OST reporting for transportation outreach will be consistent with other reporting in those categories. The TOS will use the city's event tracking system to document event outcomes.

Outreach Trailers:

KAEE will work alongside city staff to develop materials, activities and lessons that can be

conducted from the city's outreach trailers in K-12 and OST settings and modified for other settings and audiences as needed. The EE Team will be responsible for coordinating with city staff to schedule the use and transportation of the trailer since city staff will be required to transport the trailer.

Timeline and Target: Developing materials for the trailer will be an ongoing effort. Its integration in classroom-based units and OST will be consistent with the timelines stated above. Related targets are embedded in the K-12 and OST targets.

Budget and Invoicing: KAEE will account for all expenses related to the use of the outreach trailers. These expenses include, but are not necessarily limited to:

1. Contractor time
2. Contractor staff transportation
3. Lesson and activity supplies related to classroom-based and OST outreach

KAEE-related expenses for the trailer are accounted for in the classroom and OST budgets. KAEE will only be responsible for supplies and activities that are central to our efforts. Other trailer-related expenses will be paid for directly by the city.

Reporting: Reporting will be consistent with reporting for K-12 classroom and OST reporting.

Assessment:

KAEE will be responsible for providing multi-level assessment for all aspects of this Scope of Work. Assessment will focus on participant satisfaction and educational outcomes as well as knowledge, attitudes, beliefs, and behaviors related to EQPW goals. KAEE will gather feedback from teachers/partners after each lesson/activity and again after the unit is complete. Similarly, students will be assessed at the lesson/activity and unit levels. Additionally, the EE Manager will be responsible for evaluating each member of the EE Team and providing constructive feedback for improvement. The PIE Section Manager and the EE Team will assess the EE Manager.

Assuming city funds are available, KAEE will support DES efforts to hire an outside consultant to assess the long-term impact of these programs.

Assessment will be integrated into all aspects of this Scope, with an eye on constant improvement – increased effectiveness from a department perspective, increased reach, improved educational outcomes and/or reduced burden on teachers and community partners. All programs and assessments will be grounded in research-based best practices.

Timeline and Promotion: Assessment plans will be fully implemented by the spring semester of the 2024-2025 academic year.

Targets: Our goal will be to have 100% of teachers/partners complete the assessments. Several reminders will be sent to encourage completion of the surveys, and care will be taken to make the assessments easy and quick to complete. KAEE will track participation to help us target follow up requests and understand the reliability of the data.

Ultimately, completion of the post-lesson/post-unit assessments may be a requirement for receiving the free service moving forward, though that is not how the evaluation program will be rolled out. This requirement will only become necessary if demand for lessons exceeds our ability to provide them with the resources available.

All core contract staff will be assessed once a year.

Budget: There will not be expenses related to this portion of the Scope of Work outside of staff time.

Reporting: All assessment raw data will be provided to the city. An end of year report summarizing the data, coupled with related recommendations, will be presented to the city each June.
At the beginning of each school year, classroom-based and OST partners will receive information on programmatic updates and a summary of how (when applicable) their feedback and student assessments contributed to those changes.

Specialized Experience and Past Performance

The following details are provided to demonstrate KAEE's specialized experience in a contract such as this, as well as our competence and flexibility in accomplishing contract objectives:

Understanding of Environmental Issues

Since 1976, KAEE has existed to increase environmental literacy levels of Kentuckians. Our organizational vision is a sustainable world where environmental and social responsibility drive individual and institutional choices. Being environmentally literate means having the knowledge and critical thinking skills necessary to make educated decisions about complex environmental issues. In particular, we have provided curricula focused on all aspects of water conservation and solid waste management (the focus of this contract) for a number of years. KAEE coordinates Project WET curriculum trainings for the state in partnership with the Kentucky Division of Water. Project WET is the premier curriculum for advancing water education nationwide. KAEE was also the lead organization on a regional EPA grant called "Don't Waste It" that has designed state specific waste curriculum guides for the southeast states.

Developing Curriculum Aligned with State and National Standards

KAEE Education Director Brittany Wray is a certified formal educator who previously taught as a middle school science teacher. Her formal background includes a strong foundation in curriculum design and standards correlations. Due to her reputation at the national level and the work we have done in Kentucky with the development of a progression of environmental education units for K-12 educators, KAEE was contracted by both National Project Learning Tree and National Project WILD to develop Next Generation Science Standards (NGSS) correlations for all of their K-8 and K-12 science activities. Brittany led that effort, spending several months diligently reviewing the 58 PLT activities and 65 WILD activities and developing a companion document detailing each activity's correlation to the three dimensions of science: Disciplinary Core Ideas, Science & Engineering Practices, and Crosscutting Concepts. These correlations also provide educators with the Performance Expectation

each activity supports. Brittany also led efforts to maintain standards correlations for National Project WET and correlate new programs as they are developed. Brittany worked with KAEE Consultant Dr. Melinda Wilder to launch an online course on K-12 Standards and Environmental Education. This course was designed to help educators understand academic standards from different content areas and apply those standards when planning environmental education experiences and curricula for school age audiences.

Danny Woolums, the existing Environmental Education Coordinator, has been working with the Kentucky Academic Standards since 2016. He first attended a workshop hosted by KAEE in tandem with Kentucky education experts in the Next Generation Science Standards and then through continued tutelage under Brittany Wray and Dr. Melinda Wilder. Since working on the LFUCG contract, he has taken extra care over the years to get better acquainted with not just science standards, but also the English-Language Arts (ELA) standards, Social Studies standards, and many more. Danny has connected an existing lesson about recycling to 2nd grade Physical Education standards (Recycle Relay) and developed a different recycling lesson for 5th grade Social Studies standards (I Made Some Money). He takes a broad approach to understanding how Environmental Education is *not* just a science topic in the classroom.

Learning environmental education within the context of the City of Lexington, Danny has also become a unique expert on connecting municipal environmental education in the field. Named a Civic and Environmental Education (CEE)-Change Fellow by the North American Association for Environmental Education, Danny has become a national resource on how local governments can benefit from environmental education. EarthForce, a national organization focused on connecting environmental educators with civic government, has connected with Danny on several occasions to have him present on panels and, most recently, become a part of a select group of individuals who help welcome new civically-minded environmental educators into the work. In 2023, Danny was also recruited to return and help mentor the incoming class of CEE-Change educators and continue helping NAAEE develop how the program continues further. The Northern Kentucky University Chase College of Law also specifically invited Danny to come and moderate a panel on Environmental Restorative Justice because of his unique understanding of how education helps heal the environmental wounds left by past policies.

Dr. Sagan Goodpaster has her PhD in STEM Education from the University of Kentucky and has spent years teaching pre-service teachers best practices for their classrooms. While working on her PhD, Dr. Goodpaster worked closely with UK Faculty to develop a curriculum focused specifically on testing wastewater during the COVID-19 pandemic. This unique connection between best practices in education and an understanding of municipal infrastructure makes Dr. Goodpaster an expert in tying the goals of LFUCG's messaging on sewer infrastructure to the needs of classroom teachers in Kentucky. Additionally, Dr. Goodpaster is a former faculty member at Maysville Community and Technical College, teaching the next generation of healthcare professionals different principles in Biology. Drawing on her MS in Biology also helps her explain the natural world around us all to the youngest students - demonstrated during her time as a parent-teacher at Redwood Cooperative School in Lexington, KY.

While still new to the field, Ryelle Browning took her senior year at the University of Chicago to understand Lexington's Comprehensive Plan and wrote her senior thesis specifically on the nature of the City's future development. After spending summers teaching youth about marine biology in Seattle, WA, Ryelle has been able to bring that knowledge, with her education experience, to youth in Lexington and is uniquely specialized to help develop large-vision lessons as they connect to the everyday choices of our youth and the future of the city they will inherit.

Conducting Assessments at the Educator, Lesson, Curriculum and Programmatic Level

KAEE has conducted numerous assessments and evaluations for our lessons, programs, curricula, and organization both in Kentucky and as part of the numerous projects we are part of regionally and nationally. We include pre- and post-assessments and post-evaluations for all of our professional development events. We were contracted by LFUCG to conduct a needs assessment of 468 Lexington area educators. The results of that study were included in the bid for this project and provided the basis for this proposal. KAEE also led efforts to conduct a regional landscape analysis of environmental education providers, teachers, and administrators across the 8 southeast states. This project is a huge undertaking and the data has allowed us to better understand how EE is funded, staffing levels and benefits, equity and inclusion initiatives, gaps and barriers facing schools and classroom teachers, demographics of the field and audiences reached and how that compares to the overall population, etc. It has also enabled us to provide a map of EE providers for the entire region and a final report from the data analysis that provided a baseline for determining next steps necessary to advance the field of environmental education. The findings from these studies can be found at www.southeastee.org/landscape.

Leading Professional Development for Nonformal and Classroom Teachers

KAEE hosts a number of professional development events for both formal and nonformal educators each year. In addition to providing direct professional development, we also run train-the-trainer programs that provide facilitator training to educators who wish to provide professional development opportunities to other educators. We have an active facilitator network of over 70 individuals who host workshops annually across the state. In 2023, KAEE and its facilitators hosted 32 professional development workshops, reaching 521 educators. Most recently, KAEE launched our eeCredentials program, composed of eeCourses, providing ongoing professional development opportunities to the environmental education community. Examples of some of our courses include: Community Engagement; K-12 Standards and EE; Justice, Equity, Diversity, and Inclusion in EE, Appalachian Mountain Ecology, Foundations of Teaching EE, Sound EE Principles, KAEE Facilitator Basics, and Core Curriculum Program Training. Several of these courses are also available for college credit through Eastern Kentucky University.

Commitment to Cultivating Diversity and Equity in Environmental Education

One of the five primary goals of the Kentucky Association for Environmental Education's Strategic Plan, adopted in 2023, is to "foster an equitable, just, inclusive, and accessible environmental education community". For KAEE, this means not only building stronger relationships and partnerships with organizations representing audiences and sectors not currently engaged with KAEE, but also transforming KAEE into a more diverse and inclusive organization with increased cultural competency levels for the board, staff, and members, as well as more inclusive policies and practices. We want to create an environment where all Kentuckians feel welcome and encouraged to engage in the work of environmental education. To achieve this goal, our (crucial) first step was reevaluating our internal culture and policies and weaving equity and inclusion throughout our strategic plan. Realizing that we can never truly achieve the mission and vision of our organization if we do not shape it into one that is fully inclusive and equitable, we hired the Center for Diversity and the Environment who led our Board of Directors and our staff through a weeklong training to lay a strong foundation for this work. KAEE also put together a database of Equity and Inclusion resources for environmental educators.

In addition, KAEE hosts a 12 hour online course for environmental educators twice a year titled "Justice, Equity, Diversity, and Inclusion in Environmental Education." This course was developed

through a partnership between the Center for Diversity and the Environment, EcoInclusive, Youth Outside, Environmental Educators of North Carolina, Kansas Association for Conservation and Environmental Education, and the Kentucky Association for Environmental Education. This course is designed to provide a strong foundation in the language, concepts and principles of equity work. It is meant to be an introductory course for environmental educators and spark interest in further learning around justice, equity, diversity and inclusion. Most recently, we launched a JEDI Community of Practice for environmental educators in Kentucky, which serves to hold the space for educators interested in advancing their own learning in this area.

We are most hopeful about the opportunity to work more closely with all the groups and individuals already doing amazing work in our communities, especially those we do not currently know well. Our role as a backbone organization is to support the "boots on the ground" who are actively doing environmental education each day. Our board recognizes that we are not the only ones doing noteworthy work in the field, and we see this as an ideal opportunity to be part of a larger, more cohesive movement in Kentucky. We are also hopeful that our work will enable us to help educators feel more aware and prepared to teach and reach all communities.

Best Practices in Youth Education and Development

KAEE is the state host for the NAAEE Guidelines for Excellence, which provide a basis for best practices in environmental education. KAEE trains facilitators to lead educator workshops in the guidelines. These publications provide guidance for the development of high-quality environmental education for all audiences. Included in this set are Guidelines for Excellence for Early Learners and for K-12 Learners, which include key characteristics for what high-quality learning in these age groups looks like. Through these Guidelines workshops, KAEE has extensive experience providing professional development around best practices in environmental education for youth.

Staff Capacity

KAEE's EE Manager will continue to dedicate 100% of their time to the LFUCG contract and be based out of the EQPW offices. This person is solely dedicated to this project and meeting the deliverables outlined in this proposal. This staff person has a high level of professionalism, a valid driver's license, and a proven track record in environmental education. In addition, KAEE has an outstanding team that would continue to work out of the EQPW offices under the leadership of the EE Manager. Resumes for the EE Manager and team members are included below.

KAEE's Executive Director, Deputy Director, and Operations Coordinator will work in partnership with the Environmental Education Manager to oversee all reporting requirements, invoices, reimbursements, and deliverables of this project are achieved, as well as assisting with the assessment deliverables. The Executive Director will also assist EQPW with hiring and overseeing various positions as vacancies arise. This project will count for approximately 5-7.5% of their time. Their time is included under the administrative fee in the budget rather than as a salary line item.

Consultant Profile:

Kentucky Association for Environmental Education (KAEE)

Established in 1976
PO Box 2739
Elizabethtown, KY 42702
www.kaee.org

Mission: Increase environmental knowledge and community engagement in Kentucky through the power of environmental education

Vision: A sustainable world where environmental and social responsibility drive individual and institutional choices

Current Employees:

Ashley Hoffman, Executive Director (estimated 5% of time)
Salary: $66,866
14 years of experience *(resume attached)*
director@kaee.org
Work Location: Magnolia, KY

Brittany Wray, Deputy Director (up to 5% of time)
Salary: $54,000
12 years of experience *(resume attached)*
brittany@kaee.org
Work Location: Richmond, KY

Michelle Wilson, Operations Coordinator (up to 7.5% of time)
Salary: $44,260
10 years of experience *(resume attached)*
michelle@kaee.org
Work Location: Richmond, KY

Danny Woolums, EE Manager (100% of time)
Salary: $53,216
3 years in current position *(resume attached)*
dwoolu@lexingtonky.gov
Work Location: Richmond, KY

Dawn Bailey (100% of time)
Salary: $44,100
10 months in current position *(resume attached)*
dbailey@lexingtonky.gov
Work Location: Lexington, KY

Sagan Goodpaster (100% of time)
Salary: $46,308
9 months in current position *(resume attached)*
sgoodpaster@lexingtonky.gov
Work Location: Lexington, KY

Christie Hoskins (100% of time)
Salary: $47,570
1 year in current position *(resume attached)*

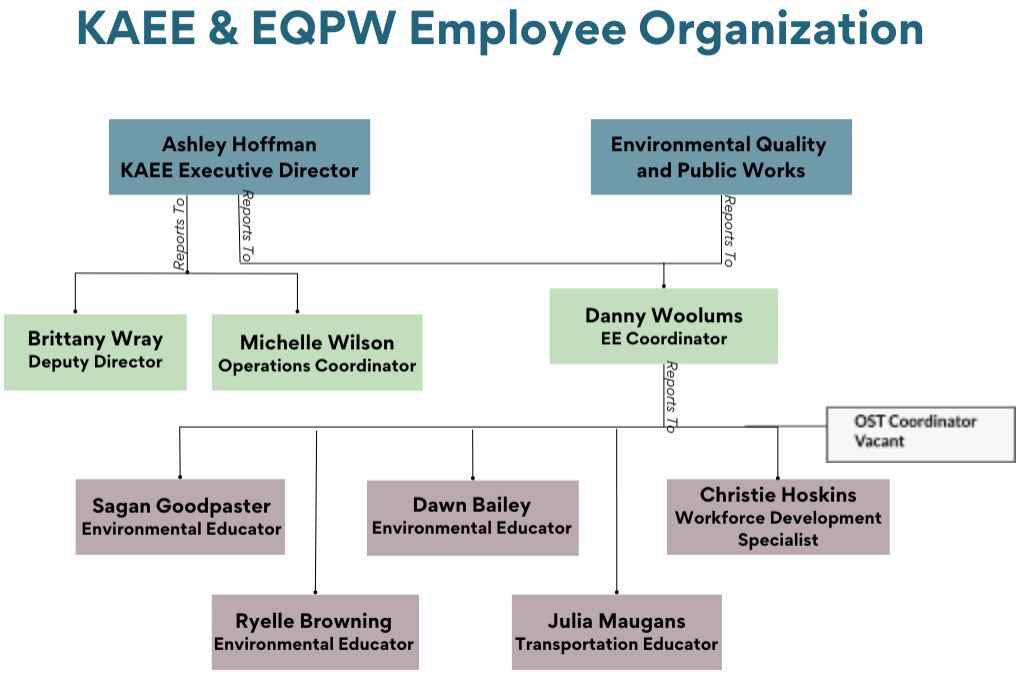
choskins@lexingtonky.gov
Work Location: Lexington, KY

Ryelle Browning (100% of time)
Salary: $43,050
9 months in current position *(resume attached)*
rbrowning@lexingtonky.gov
Work Location: Lexington, KY

Julia Maugans (100% of time)
Salary: $42,050
9 months in current position *(resume attached)*
jmaugans@lexingtonky.gov
Work Location: Lexington, KY

Organizational Chart

The following organizational chart highlights employees assigned to this project by name and title:



Staff Benefits:

KAEE believes in work-life balance and a flexible, family-friendly schedule and therefore offers compensatory time up to 120 hours for additional hours worked for all exempt employees, 15 days of vacation time (increasing incrementally up to 20 days after 5 years), 12 days of sick leave, and 13.5 paid holidays per year. Non-exempt employees are eligible for pre-approved overtime pay at time and a half for hours worked over 40 hours per week. KAEE provides a SIMPLE IRA plan with a 3% employer match, healthcare with 75% coverage of employee's premium OR a health reimbursement account for up to $150/month in qualified healthcare expenses and premiums. Cost of these benefits

are included in the fringe rate included in the financial proposal. The 32% rate is based on an average of the fringe calculation for each staff member, which includes:

Workers Comp: .20% of salary
FICA: 0.0765 x salary
Unemployment: currently $277 per staff member
Retirement Match: 3% of salary
Healthcare (75% of employee premium): varies by employee; ranges between $1980-$6306
Health and Wellness Stipend: $750/yr
Vacation Leave: 15 days for staff under 2 years service; 17 days for 2+ years, 20 days for 5+ years
Holiday Leave: 13.5 days

Required Insurance Coverage:

KAEE has an existing General Liability Insurance policy, Umbrella Liability, Directors' and Officers' Insurance, and Workers' Compensation that would meet coverage requirements for this bid. In addition, KAEE received an estimate from Energy Insurance for the additional Professional Liability and Commercial Automobile Liability Policy and anticipates an additional cost of $2000 per year. Additional insurance may be necessary pending LFUCG's review of KAEE's existing policies. Due to the set cost structure of the bid, these costs/quotes could not be listed as a separate line item in the budget and instead are included in the overall admin fee.

2023-2024 Board of Directors:

Rae McEntyre, Chair
Retired Science Consultant, Kentucky Department of Education

Meg Gravil, Vice Chair
Assistant Professor, Child & Family Studies, Eastern Kentucky University

Jackie Lomore, Secretary
Lower School Science Teacher, Sayre School

Vivian Bowles, Treasurer
Retired teacher, Kit Carson Elementary

Dan Pascucci, Past Chair
Youth and Family Programs Manager, Bernheim Arboretum and Research Forest

Jennifer Beach, Board Member
Children's Librarian, Kenton County Public Library

Jenny Hubbard, Board Member
Superintendent of Natural Areas, Lexington Parks & Recreation

Rhonda Lamb, Board Member
Four Rivers Basin Coordinator, Jackson Purchase RC & D Foundation

David Logsdon, Board Member
Environmental Educator, Pathfinders of Perry County

Pony Meyer, Board Member
Park Naturalist, Raven Run Nature Center

Jason Nally, Board Member
Natural Areas Branch Manager, Office of Kentucky Nature Preserves

Louis Ross, Board Member
Environmental Education and Research Center Manager, Kentucky State University

Henrietta Sheffel, Board Member
Retired

Terry Wilson, Advisory Board Member
Director, Western Kentucky University Center for Environmental Education and Sustainability

Recent Government EE Grant Funding

- Landscape Analysis for EE in the Southeast - NE-02D46723: This project is currently in progress. All reporting requirements have been met to date. (2023) $100,000
- Don't Waste It - NE01D14520: This project was successfully completed with adequate and timely reporting. All reporting requirements, including a final technical report, were completed on time and on track, meeting the expected outputs and outcomes. (2020) $100,000
- Addressing Climate Change Statewide Through Concerted Community-based Initiatives - NE-00D43216-0C: This project was successfully completed with adequate and timely reporting. All reporting requirements, including a final technical report, were completed on time and on track, meeting the expected outputs and outcomes. (2016) $91,000

Other Recently Funded Assistance Agreements (similar in size, scope and relevance to the proposed project):

- Accelerating the Impact of Environmental Education Across the Southeast- Pisces Foundation: This project is in progress and focuses on building capacity for affiliates across the southeast (2024) $300,000
- Environmental Education Leadership Corps-- Kentucky Environmental Education Council: This project places environmental educator AmeriCorps members at host institutions across the state. (2023) $424,409
- Regional Landscape Analysis of Environmental Education Providers in the Southeast - National Fish and Wildlife Foundation and Pisces Foundation: This project was successfully completed and met all deliverables. (2020) $100,000
- Building Capacity for Environmental Education at the State Level through Regional Partnerships—Pisces Foundation: This project is in progress and on track to successfully complete all reporting requirements in a timely manner and achieve all deliverables and reporting requirements. (2019) $100,000

Past Record of Contracts with Lexington Fayette Urban County Government:

- LFUCG Environmental Education Services: This project is currently in progress and set to close with all reporting requirements and deliverables met by June 30, 2024. 2021-2024 ~$250,000
- Fayette County EE Needs Assessment - Part 1: This project was extended due to delays from COVID-19 but all reporting requirements and deliverables were completed in a timely manner. $11,540
- Fayette County EE Needs Assessment - Part 2: All reporting requirements and deliverables were completed in a timely manner. $3000

References:

- Wesley Bullock, Kentucky Environmental Education Council, wesley.bullock@ky.gov, 859-213-3034, *Project: Environmental Education Leadership Corps in Kentucky*

- Jackie Stallard, National Project Learning Tree, Jaclyn.Stallard@forests.org, *Project: National Project Learning Tree Next Generation Science Standards Correlations for 58 activities in the new K-8 Guide*

- Jason Morris, Pisces Foundation, jmorris@piscesfoundation.org, 415-364-3775 *Project: Regional Network and Capacity Building for the Southeast States and Regional Landscape Analysis for the Southeast States*

Attachments:

A. Project Portfolio
B. Resumes of Key Staff
C. Affidavit, Equal Opportunity Agreement, Affirmative Action Plan, Workforce Analysis Form, MWDBE Participation Form, MWDBE Quote Summary Form, Statement of Good Faith Efforts, General Provisions, and Addendum #1

Attachment A:
KAEE Project Portfolio

Proposal for Bid Number: RFP-37-2024

Submitted to the Lexington Fayette Urban County Government
by the Kentucky Association for Environmental Education (KAEE)

Similar projects from the last three years:

Environmental Education Leadership Corps (EELC) *(2018-present)*

The Kentucky Environmental Education Council (KEEC) contracts KAEE to serve as the fiscal agent for its Environmental Education Leadership Corps program, placing up to 25 AmeriCorps members at various EE centers around the state. This exciting initiative from our state agency helps us to get more "boots on the ground" for environmental education. KAEE pays the living stipend for the members and employs the EELC Program Director, Ashley Mike and the Member Coordinator, Willa Dawn Bayne, who both work full time out of the KEEC offices.

Project WET Contract with Kentucky Division of Water *(2015-present)*

KAEE provides the daily operational activities of Project WET through an innovative partnership with the Kentucky Division of Water (KDOW), which serves as the host institution of Project WET and provides essential funding for the program as well as teacher stipends and curriculum guides. Envisioning a world in which "action-oriented education enables every child to understand and value water, ensuring a sustainable future," Project WET (Water Education for Teachers) is built on the premise that water connects all humankind, is for everyone, must be managed sustainably, and depends on personal responsibility and action. Through a state contract, KAEE manages the Project WET facilitator network and oversees Project WET workshops around the state. These curriculum materials are designed with a broad range of educators in mind, from classroom teachers to nature center staff to zookeepers to parents. The program's educational activities are designed to seamlessly complement existing curricula, with activities fulfilling objectives and educational standards not only in the sciences but other disciplines, from fine arts to health, as well.

Southeast Regional Environmental Education Landscape Analysis *(2020-present)*

Conducted in partnership with the Southeastern Environmental Education Alliance and funded by the National Fish and Wildlife Foundation and Pisces Foundation, we conducted a comprehensive landscape analysis of environmental education in the southeast states. Organizations that responded are listed as part of a state and regional landscape of environmental education programs and services, as well as schools. By better understanding the important work being done in the southeast, we can

now identify gaps and barriers to access, as well as opportunities for service providers to partner with one another to advance our collective efforts toward environmental literacy. The final report provides recommendations and next steps for increasing environmental literacy efforts in the southeast. Learn more at www.kaee.org/landscape.

Professional EE Certification *(2020-present)*

KAEE has a state contract with the Kentucky Environmental Education Council to manage hiring of instructors, and purchasing materials and supplies for the Professional Environmental Educator Certification program. In addition, Ashley Hoffman has served as an instructor for the first two weekends of the course for the past few years.

LFUCG Contract *(2020-present)*

Fayette County EE Needs Assessment Final Report

kaee

Executive Summary

Submitted to the Lexington Fayette Urban County Government by the Kentucky Association for Environmental Education (KAEE) in partnership with the Kentucky Environmental Education Council (KEEC)

"We can be the spark to help these kids change the direction in life that they are headed."
- Geo Gibson, Operation Making a Change
(Community Partner Focus Group)

Introduction

Lexington Fayette Urban County Government provides significant funding and support for environmental education (EE) programs about waste management and water quality, including stormwater and sanitary sewers/wastewater treatment. The intent of the city-funded EE program is to: help students understand: how they impact the related systems (natural and built); the local government's role in these systems; and how individuals can reduce the negative impacts of their actions to these systems.

The purpose of this report is to provide a review of current research on EE best practices identify successful programs across the United States as potential models, and assess the city's existing efforts. This report presents that information and provides related recommendations for program structures and funding priorities moving forward. These recommendations are designed to assist LFUCG and its partners in effectively and equitably increasing the environmental literacy of Lexington residents to support the goals of Lexington's Department of Environmental Quality and Public Works.

KAEE is a professional, membership-based nonprofit whose primary role is to serve as the conduit that connects environmental educators throughout Kentucky. Our mission is to increase environmental knowledge and community engagement in Kentucky through the power of environmental education.

Summary

Our recommendations are based on the overarching themes found throughout our research, model program inventory, teacher survey, and focus groups. Key takeaways were the need for: more intensive, long-term engagement of students and educators; the creation of a pipeline for learning from K-12 into related careers; a focus on providing equitable access to environmental education; and an emphasis on place-based education that engages students in being active stewards of their community.

Lexington Fayette Urban County Government provides significant funding and support for environmental education programs about waste management and water quality, including stormwater and sanitary sewers/wastewater treatment. KAEE was contracted to provide a review of current research on EE best practices, identify successful programs across the United States as potential models, and assess existing efforts. This report serves to share those results and make recommendations for funding priorities in the future, with an emphasis on how LFUCG and its partners can most effectively increase the environmental literacy levels of Lexington residents. In 2021, KAEE began managing a 3 year contract to oversee the environmental education services for the city of Lexington.

KAEE Annual Conference *(1976-present)*

Upcoming: Morehead State University, November 13-15, 2024

Still our signature event, the conference brings together attendees from across the state for 3 intensive days of learning, sharing and networking.

Annual Outdoor Learning Symposium *(2017-present)*

"Education in the environment. Education about the environment. Education for the environment." -Dr. Terry Wilson, OLS Keynote Speaker

As we grow into a more technologically advanced society, distractions to learning are plentiful—even, at times, inside the classroom. In this day and age, it is more important than ever to consider the benefits of outdoor education. Designed for administrators, this event brings together educator and administrator teams from around the state to learn how to extend the classroom outdoors! Teams also received $250 grants to implement an outdoor project at their school. This event is held annually. Watch the video here.

Attachment B:
Resumes of Key Staff

Proposal for Bid Number: RFP-4-2021

Submitted to the Lexington Fayette Urban County Government
by the Kentucky Association for Environmental Education (KAEE)

Please find resumes for Ashley Hoffman, Brittany Wray, Michelle Wilson, Danny Woolums and the current LFUCG EE Team attached.

Ashley N. Hoffman

2650 Pikeview Rd, Magnolia, KY 42757
ashleyn.hoffman@yahoo.com
270-214-0587

EDUCATION

- **MS**, Nonprofit Administration, North Park University, GPA: 4.0 **2015**
  Specializations: *Fundraising Management, Nonprofit Governance, and Nonprofit Management*
- **BS**, Wildlife Ecology and Conservation, University of Florida, GPA: 3.54 **2009**

EMPLOYMENT HISTORY

Kentucky Association for Environmental Education, Executive Director **April 2010-Present**
Southeastern Environmental Education Alliance, Executive Director **January 2016-Present**

Lead strategic and business planning operations for Kentucky and the southeast. Serve as KAEE liaison with community, state, national and international organizations. Coordinate donor cultivation and management, grant writing, annual appeals, soliciting sponsorships, and other fundraising and development events for KAEE. Oversee and manage KAEE staff and volunteers.

PROFESSIONAL MEMBERSHIPS

Sustainable Forestry Initiative Board Member	**2020-Present**
Southeastern Environmental Education Alliance President	**2013-2015**
Four Rivers Watershed Watch Steering Committee Member	**2012-2015**
North American Association for Environmental Education (NAAEE) Affiliate Network Working Group	**2012-Present**
North American Association for Environmental Education Advisory Council	**2015-Present**
The Wildlife Society	**2006-2009**
Society for Conservation Biology	**2006-2007**

RECENT MAJOR GRANTS & CONTRACTS

Pisces Foundation	$300,000	2024
Inflation Reduction Act Urban Forestry	$526,500	2024
Environmental Education Leadership Corps	$2,000,000	2024
Professional Environmental Education Certification	$51,750	2024
Pisces Foundation	$150,000	2023
Environmental Protection Agency	$100,000	2023
Kentucky Division of Water - Project WET	$80,000	2022

CERTIFICATIONS

- Professional Environmental Educator Certification, Kentucky Environmental Education Council 2012
- Master Environmental Educator Certification, Kentucky Environmental Education Council 2018
- Certified Facilitator in Project Learning Tree, Project WET, Project WILD, Leopold Education Project, Project Underground

Brittany Wray

Education Director, Kentucky Association for Environmental Education

208 Anthony Way
Richmond, KY 40475
(502) 234-1492
brittany@kaee.org

EXPERIENCE

Kentucky Association for Environmental Education, KY — *Education Director*

May 2016 - PRESENT

Developed and maintains eeCredential program, Developed and designed EE curriculum correlations to academic standards, managed environmental education curriculum programs and facilitators; planned and implemented professional development events for educators: Annual Conference, Outdoor Learning Symposium, Facilitator Training, and EE Curriculum Workshops; Designed marketing materials; Web development and communications

Model Laboratory School, Richmond, KY — Middle Grades *Instructor, 6th Grade Math & 7th Grade Science*

August 2013 - May 2016

Designed lessons and units of instruction for math and science; implemented curriculum and provided daily instructional experiences for students

EDUCATION

Eastern Kentucky University, Richmond, KY — *Master's Degree, Middle Grades Education with P-12 EE Endorsement*

January 2014 - July 2016

Eastern Kentucky University, Richmond, KY — *Bachelor's Degree, Middle Grades Education Math and Science*

August 2010 - May 2013

PROJECTS

eeCredentials — *Online professional learning courses for environmental educators*

Led the development and design of a series of online courses with the goal of providing virtual, easy to access, professional development opportunities for environmental educators across the state of Kentucky. Continues to manage and oversee the implementation of the program.

Standards Correlations — *EE curriculum correlations for Next Generation Science Standards*

Led the development and design of national EE curriculum programs to the Next Generation Science Standards and three-dimensions of science.

SKILLS

Planning and delivering high-quality professional development

Developing and designing curriculum

Graphic design and video editing: Adobe suite of products, Canva

Software: Google Suite, MailChimp, Web development programs, learning management systems: Moodle, Google Classroom

Highly organized

Self-motivated

CERTIFICATIONS

Environmental Education Endorsement from Eastern Kentucky University's NAAEE and NCATE accredited program

Certified Educator and Facilitator for Project Learning Tree, Project WET, Project WILD, Leopold Education Project, Project Underground, and NAAEE Guidelines for Excellence

Michelle Wilson

Results-driven operations specialist with a decade of experience in non-profit work and a proven track record in streamlining operational processes, enhancing efficiency, and driving organizational success.

Richmond, KY 40475
(606) 369-1343
michelle@kaee.org

PROFESSIONAL EXPERIENCE

Kentucky Association For Environmental Education (KAEE)

Operations Coordinator

MAY 2023—PRESENT

- Oversees bookkeeping, payments, invoices, and receipt tracking.
- Coordinates contracts with other organizations—like Lexington Fayette Urban County Government and Kentucky Environmental Education Council—by tracking transactions and receipts, filing and coordinating invoices, and sending and tracking payments to vendors and other organizations.
- Administers payroll for KAEE staff and contractors as well as coordinates benefit enrollments for staff.
- Provides data entry and manages datasets for databases including grants, project management systems, and multi-state surveys and projects.
- Collaborates with other staff to manage timelines and tasks for grant deliverables and reporting.
- Assists in coordinating KAEE email marketing, social media, and other communication for the organization.
- Coordinates enrollment for KAEE hosted workshops, eeCredential courses, and events.

Administrative Specialist

NOV 2021—MAY 2023

- Provides data entry and manages datasets for databases including grants, project management systems, and multi-state surveys and projects.
- Oversees bookkeeping, receipt tracking, and payroll for organization.
- Maintains the organization's website, email marketing, and other relevant software platforms.
- Coordinates enrollment for KAEE hosted workshops, eeCredential courses, and events.

Administrative Assistant

MAY 2021—NOV 2021

- Coordinates enrollment for KAEE hosted workshops, eeCredential courses, and events.
- Oversees transaction and receipt tracking for organization.
- Assists in processing curriculum guide orders for KAEE programs and facilitators.

Tulip Poplar Publications

Founder and Owner

JUNE 2017—PRESENT

- Manages day-to-day operations and all administrative work of writing business.
- Produces content for communications and writing projects.
- Collaborates with clients and customers to create content and products.

Freelance Copywriter

JUNE 2017—PRESENT

- Writes short and long form articles for clients in a variety of industries.
- Creates branded content to drive engagement for target audiences.
- Collaborates with team to produce consistent marketing copy across products.

SKILLS

Bookkeeping
Financial Compliance
Grant Management
Budgeting
Copywriting
Strategic Planning
Project Management
Public Speaking
Crisis Intervention
Email Marketing
Collaboration

ADDITIONAL EXPERIENCE

Unlimited Grace Media—Project Manager—*2022–2023*

VIPKid—ESL Tutor—*July 2021–September 2021*

Madison County Health Department—Health Educator, Preparedness Coordinator—*Feb 2017–June 2018*

QPR Trainer—*2015–2020*

bluegrass.org—Prevention Specialist, Zero Tolerance Program Coordinator—*Aug 2015–Feb 2017*

Behavioral Support Specialist—*2013–2016*

Carnegie Center—Volunteer Tutor—*2014*

UK Comparative Cognition Lab—Student Researcher—*2012*

Lexington Public Library, Village Branch—Tutor—*2011*

Centre International D'Antibes—French Language Studies—*July 2011*

EDUCATION

University of Kentucky,

Lexington, KY

Bachelor of Arts—English & Psychology—*2013*

Graduated Cum Laude

Danny Ray Woolums Jr.

(859) 913-0418
dannyr.woolumsjr@gmail.com

Education

Bachelor of Arts in Philosophy. Transylvania University, Lexington, KY August 2013

- Political Science and Spanish Minors

Relevant Experience

Environmental Education Coordinator
Department of Environmental Quality and Public Works,
Lexington-Fayette Urban County Government, Lexington, KY June 2021 - Present
(Through contract with the Kentucky Association for Environmental Education)

- Interview, hire, train, supervise staff and work to manage schedules to meet needs of programs.
- Hire full and part-time staff, interns, AmeriCorps members, and volunteers
- Train staff on safe use of equipment and chemicals used in the workplace.
- Prepare and administer program budgets, project costs and ensures compliance with funding, managing $577,000 budget to procure all equipment, materials and supplies as needed
- Make budget and purchasing decisions for programming as best meets Department communication goals
- Respond to public inquires, concerns and complains, maintaining relationships with diverse members of the public
- Represent LFUCG, the Division of Environmental Services and the Environmental Education program at various internal and external meetings, public functions and events
- Develop environmental education curriculum Kindergarten through 12th grade students, including related experiences for each curriculum unit, including sites including McConnell Springs Park and Raven Run Nature Sanctuary.
- Build direct relationships with Fayette County Public Schools staff related to curriculum and workforce readiness coordination.
- Develop learning experiences for out of school programs.
- Build relationships with programs providing out of school programs such as William Wells Brown, Dunbar, Kenwick, and Black and Williams Community Centers.
- Develop teacher professional development programs to equip educators with best practices and techniques for engaging their students with their local and urban environment.
- Develop protocols for field trips to sites including McConnell Springs Park and Raven Run Nature Sanctuary and work to reimburse schools for buses and substitutes as appropriate.
- Create and oversee regular programming calendar including summer programs and during school year programs.
- Create (with support of other city staff) signage and write “scripts” for field trip sites such as the Recycle Center, Haley Pike Waste Management Facility (capped landfill and compost pad), Town Branch Wastewater Treatment Plant, West Hickman Wastewater Treatment Plant, watershed sampling sites and other appropriate sites as they are identified.
- Train education team to lead field trips at multiple sites with messaging consistent with program needs.
- Develop, with Workforce Development Specialist, opportunities for middle school camp students (& others, particularly from underserved populations) to intern and shadow within the Department of Environmental Quality and Public Works.
- Attend lessons with staff to provide feedback and assessment on behalf of the Department of Environmental Quality and Public Works.

- Facilitate plans for staff to meet outlined goals in SOW and divide work time accordingly including tracking engagement information.
- Maintain and report on programming engagement as requested.
- Evaluate impact and effectiveness of lessons and programs with team to recommend changes and improvements.
- Create materials and activities for use with outreach trailer in conjunction with the Event Coordinator.
- Staff tabling events during evenings and weekends as required.
- Performs other related work as assigned.

Environmental Educator,
Bluegrass Greensource, Lexington, KY February 2015 – August 2020

- Facilitated workshops for the public on how to use internationally recognized environmental education curricula so as to meet local, state, and national education standards.
- Developed curriculum for elementary education to meet local, state, and national standards in accordance with the progression as seen in the North American Association for Environmental Education K-12 Environmental Education: Guidelines for Excellence.
- Educated community members on topics, as needed, through interactive workshops (e.g., How to create and install a rain barrel, How to live more sustainably).
- Partnered with community agencies to develop unique programs such as The Teachers' Environmental Academy (a program by the Lexington-Fayette Urban County Government), a $40,000 program focused on directly connecting Fayette County teachers with their local city infrastructure and equipping them with the resources to teach about it in the classroom.
- Partnered with school Family Resource and Youth Services Center Coordinator to develop all-day summer camp programs in Owen County themed around water conservation and quality.
- Guided (or assistant in guiding) field trips of Fayette County environmental quality locations such as the Lexington Recycling Center (or Materials Recovery Facility – MRF), the Town Branch Wastewater Treatment Center, and McConnell Springs for elementary, middle, and high school aged students to highlight environmental impact and possible career opportunities.
- Exhibited at "Career Days" in elementary and middle schools in Fayette and surrounding counties to highlight the importance of understanding environmental impact and the career opportunities related to that understanding.
- Created "Color Your Watersheds" coloring activity to highlight the nine watersheds in Fayette County at outreach events.
- Wrote responses to Requests for Proposals (RFP) from city governments and develop language for contracts with providers of municipal services and county governments.
- Taught bilingually at schools with Spanish Immersion Programs, including Maxwell Elementary, Liberty Elementary, and Cardinal Valley Elementary in Lexington, KY.
- Managed multiple projects concurrently, such as the Kentucky Energy for Youth (KEY) program (a program by the Kentucky Office for Energy Policy), the Water Warrior's Camp (a program by Kentucky-American Water), and the Georgetown Stormwater Mural Program (a program by the City of Georgetown).
- Collaborated with district superintendents, school principals, teachers, liaisons to municipal services, community partners, volunteers, students, and elected officials.
- Worked outdoors and indoors while also transporting materials by hand or with carts to and from site locations.
- Staffed tabling events during evenings and weekends as required.

Learning Coach
Sphinx Academy, Lexington, KY January 2014 – December 2014

- Developed lesson plans and course curriculum for students to learn independently or to be taught by myself.
- Revised student papers/assignments before submission to other core teachers.
- Worked together with other Learning Coaches and Director of Education to find/develop new programs for students.

Member,
LFUCG Environmental Commission, Lexington, KY February 2017 – Present

- *Past Chair* (July 1, 2023 – Present); *Chair* (July 1, 2021 – June 30, 2023); *Vice Chair* (January 2021 – July 2021); *Director At-Large* (July 1, 2019 – January 2021)
- Chair Synergies Committee to establish understanding of related commissions, boards, and agencies to ascertain commission relevancy and future direction.
- Collaborate with fellow commissioners to provide outreach to citizens of Lexington regarding environmental issues.
- Re-establish networking and public information events (e.g., Green Drinks Program).
- Represent LFUCG District 4 environmental concerns on the commission.

Member, Board of Directors,
Kentucky Association for Environmental Education, Statewide KY September 2014 – September 2016

- As Co-Chair of Education Committee, determined and developed necessary programs for expanding environmental literacy across the state.
- Collaborated with fellow board members to strategize goals and objectives for the upcoming year.
- Reviewed organization budget to determine necessary hiring needs and raises for existing employees. Served as the organization grew from one full-time employee to two full-time and one part-time employee.

Cashier
Gordmans, Lexington, KY November 2013 – February 2015

- Greeted and welcome customers and make sure they are properly accommodated.
- Processed new inventory from trucks and ensure it is ready to be put onto the sales floor.
- Displayed new inventory on sales floor according to location charts (flow) and assist section lead in creating displays for featured items.
- Answered incoming calls and direct to requested departments or staff members .
- Received Employee of the Month for excellent customer service.

Junior Clinic Administrator for Customer Service and Retention,
Massage Envy Spa, Lexington, KY September 2012 – June 2014

- Managed clinic staff when on duty by resolving customer service concerns, internal disputes, etc.
- Supported senior management by maintaining/analyzing key metrics and data about customer service goals and membership growth.

- Problem-solved with clients as needs for their membership-accounts arose by meeting with them in person or communicating via email or phone.
- Reviewed and revised policy handbook during development. Additionally, reviewed other emails and correspondences as needed by management team.
- Established relationships with regular clients by memorizing key details about their lives and their interests to make them feel more welcome and appreciated.

Cashier/Cash-Handler,
Old Navy November 2011 – July 2023

- Greeted and welcome customers and make sure they are properly accommodated.
- Assisted managers by providing computer overrides to provide discounts, change, or corrections when needed to cashiers.
- Assuage customer concerns and complaints on behalf of other cashiers as needed.
- Trained new cashiers and provided guidance to fellow associates by directing tasks and managing front end area when management was not present.
- Counted all cash in registers and in safe at the beginning of opening shifts to verify the registers are properly ready to open.
- Counted all cash in registers and in safe at the end of closing shifts and prepare cash deposit for the store.

Waste and Recycling Coordinator,
Transylvania University, Lexington, KY August 2010 - May 2012

- Managed alternative waste services (Ink Cartridge, Battery and Electronic Recycling; Terracycle) offered through school sustainability office.
- Offered programming to students, staff, and faculty to ensure awareness of waste services on campus (school composting efforts, BMPs for recycling, etc.).
- Assisted Director of Sustainability with data collection/research, poster/sign making, and any additional functions as needed.
- Developed interactive displays to highlight waste and conservation efforts.
- Engaged students, faculty, and staff members at tabling events to discuss needed efforts on campus for sustainability (e.g., eliminating office space heaters, promoting the consumption of local foods, encouraging recycling, etc.)

Secretary, Board of Directors,
Bluegrass Greenworks, Inc., Lexington, KY February 2010 - August 2012

- As secretary, recorded minutes of all meetings and distributed to members via email after meetings had ended.
- Collaborated with fellow board members on development of annual Green Expo.

Relevant Achievements

- CEE-Change Fellow, North American Association for Environmental Education
- First Aid and CPR/AED Certified, April 2023
- League Cycling Instructor, League of American Bicyclists, November 2021
- Certified Workshop Facilitator for Project WILD, Project Underground, Leopold Education Project, Project Learning Tree, Project WET 2.0, June 2014
- Kentucky State Certified Environmental Educator, May 2015 (Internationally Accredited through North American Association for Environmental Education)

- Graduate, ELEVATE Kentucky, May 2017 (A Program of Leadership Kentucky)
- Certified Workshop Facilitator for Population Education, October 2018 (Nationally certified through Population Connection)
- Graduate, Lexington Citizens' Police Academy, May 2019
- Graduate, Lexington Citizens' Planning Academy, July 2019 (A Program of The Fayette Alliance)

Presentations

- *Healing the Land, Healing the People*; Law Review Symposium on Restorative Justice: Examining Community, Criminal, and Environmental Themes; Northern Kentucky University Chase College of Law; Highland Heights, KY; March 2024
- *Gamifying Environmental Education*; Annual Conference; Kentucky Association for Environmental Education; Cave City, KY; September 2023
- *From Environmental Education to Civic Engagement: Why Government Needs Environmental Education*; CEE-Change Leadership Institute; Shephardstown, WV; August 2023
- *Meaningful Action & Learning: Navigating Stakeholder Partnerships to Promote Civic Engagement & Meaningful Learning:* Annual Conference; North American Association for Environmental Education; Tuscon, AZ; November 2022
- *Engaging Communities through the Academies Model*; Annual Conference; North American Association for Environmental Education; Lexington, KY; November 2019
- *Developing Public-Private Partnerships*; Annual Conference; Kentucky Association for Environmental Education, Jamestown, KY 2016

References

Mrs. Adonya Boyle
STEM Lab Teacher
Cardinal Valley Elementary Fayette
County Public Schools
(859) 699-9359, adonya.boyle@fayette.kyschools.us

Mr. Anthony Jackson
Recreation Manager
Lexington-Fayette Urban County Government, Department of General Services, Division of Parks and Recreation
(859) 338-0802, ajackson@lexingtonky.gov

Mrs. Julie Moore
4th-6th Grade Science Teacher
School for the Creative and Performing Arts (SCAPA) at Bluegrass
Fayette County Public Schools
(502) 550-9192, julie.moore@fayette.kyschools.us
* 2017 Kentucky Science Teacher Association Elementary Science Teacher of the Year

Mrs. Angela Poe
Program Manager, Sr.
Lexington-Fayette Urban County Government, Department of Environmental Quality and Public Works, Division of Environmental Services, Public Information and Engagement Section
(859) 285-9130, apoe@lexingtonky.gov

Mrs. Jennifer Reynolds
11th District Councilmember

Lexington-Fayette Urban County Council
(859) 948-3167, jreynolds@lexingtonky.gov

Mrs. Stephanie Sawyer
4th Grade Teacher
Eastern Elementary
Scott County Public Schools
(502) 316-0160, stephanie.sawyer@scott.kyschools.us

Ryelle Browning
ryellebrowning@gmail.com
(859)248-6723
100 Congleton Lane
Richmond, KY 40475

EDUCATION

The University of Chicago Chicago, IL
Bachelor of Arts in Environmental and Urban Studies
Graduated June 2023
GPA: 3.855
Honors: Dean's List (2021-2022, 2022-2023)
Relevant Coursework: Environmental Justice in Principle and Practice, Human Impact on the Global Environment, Sustainable Urban Development

EXPERIENCE

Lexington-Fayette Urban County Government Lexington, KY
Environmental Educator September 2023 – Present
- Lead lessons and field trips for students attending kindergarten through 12th grade to improve understanding of waste management, water quality, and sustainability
- Assist with facilitating professional development for Fayette County teachers, introducing them to individuals and resources than can support environmental education in their classrooms
- Communicate with Fayette County residents through outreach events to engage citizens with local environmental goals

University of Chicago Chicago, IL
Phoenix Sustainability Initiative Member and Project Group Leader October 2020 – June 2023
- Supervised organization members in planning service events and fundraisers to increase community awareness of sustainability
- Taught environmental education lessons at Chicago Public Schools, contributing to green career development

Beach Camp at Sunset Bay Edmonds, WA
Teaching Assistant June 2022 – September 2022
- Facilitated marine science and outdoor education activities for groups of up to 20 students ages seven to 14, leading students to develop skills in scientific measurement, teamwork, and environmental awareness
- Communicated with clients to develop and maintain organized records of camper information, contributing to smooth facility operations overall

Housing and Residence Life - The University of Chicago Chicago, IL
Resident Dean Virtual Assistant February 2021 – June 2021
- Researched and communicated with vendors, surveyed participant interest, and supervised in-person and virtual workshops and competitions to enrich the experiences of peers in on-campus housing
- Ordered, received, and distributed deliveries for university programming while following budgeting guidelines

Bluegrass Greensource Lexington, KY
Remote Intern June 2020 – August 2020
- Created a sustainable home certification program to encourage environmentally friendly behaviors
- Communicated with community leaders and organized flyers, protocols, and litter clean-up supplies for 11 city-wide events leading to broader awareness of environmental causes across the community
- Analyzed the organization's social media analytics and provided recommendations to increase engagement on posts

Bright Beginnings Childcare Berea, KY
Substitute Teacher July 2019 – September 2019

- Supervised groups of children ages infant to 11 and gained experience working in a fast-paced environment
- Organized classroom, served meals, and discussed behavior management with parents to provide safe learning environment for children

Cedar, Inc. Morehead, KY
Remote Intern September 2018 – July 2019

- Evaluated an entrepreneurial coal land redevelopment educational program and analyzed survey results that demonstrated an increase in entrepreneurial mindset and work ethic in high school student participants
- Created and presented results of statistical analysis to supervisor, suggesting improvements to increase skill development in students including creativity and collaboration

Morehead State University Morehead, KY
Undergraduate Research Student August 2018 – May 2019

- Collected imagery of Triplett Creek erosion structures using drone technology and created maps to be used by local organizations to evaluate their effectiveness in preventing erosion, creating riffle habitats, and increasing oxygen levels
- Presented research at Morehead State Celebration of Student Scholarship, earning a Certificate of Merit

SKILLS

Certifications: Professional Environmental Educator Certification, First Aid and CPR
Professional Development: Participated in Climate Education and Don't Waste It! curriculum workshops
Computer: Proficient in Canva, GeoDa, Google Workspace, Microsoft Office Suite, QGIS, and R

Language: Conversant in Spanish

109 Hagerman Ct, apt 2, Lexington, KY 405084
juliamaugans@gmail.com
(502) 718-5814

Julia Maugans

Education

University of Kentucky, Lexington, KY — May 2022
Bachelor of Science in Natural Resources and Environmental Science
Minor in Wildlife Management
Lewis Honors College
Magna cum Laude
Presidential Scholarship Awardee

Experience

Alternative Transportation Educator — May 2022-Present
Lexington-Fayette Urban County Government — Lexington, KY

- Created curricula on cycling safety following best practices as outlined by the League of American Bicyclists (LAB) and aligned to Kentucky Academic Standards
- Teach environmental education lessons to students K-8 in alignment with Kentucky Academic Standards for Science
- Lead field trips to McConnell Springs, including water quality testing, land use history, urban forestry, and geology
- Formed and maintain relationships with gym teachers throughout Fayette and Jessamine County to bring content into 2nd and 3rd grade classes
- Teach lessons on urban forestry, wastewater treatment, stormwater runoff, and alternative transportation to K-12 students and the general public in classroom, natural, and tabling settings
- Plan events for the general public, including Lexington Glow Ride and Lexington Streetfest
- Oversee and coordinates volunteers, employees, and interns during programming and events
- Develops and maintains relationships with internal and external stakeholders including LFUCG employees, businesses, vendors, neighborhood associations, and the general public to create events and programming
- Manage a budget of nearly $10,000 for cycling education and events
- Facilitate workshops on Projects WET, WILD, and Learning Tree for teachers as needed
- Market and facilitate Safe Cycling courses for adults as a League Cycling Instructor for the LAB
- Manage Americorps team members and high school interns in implementing educational programming
- Train new staff on current lessons

Professional Development and Certifications

Professional Development

- National Association for Interpretation Conference, 2023
- Kentucky Association for Environmental Education Conference, 2023
- National Afterschool Association Conference, 2023
- Kentucky Association for Environmental Education Conference, 2022
- North American Association for Environmental Education Conference, 2022
- Partners in Community Forestry Conference, 2021
- Society of American Foresters Conference, 2020
- Kentucky Academy of Sciences Conference, 2020

Certifications

- Project WET, WILD, Aquatic WILD, and Learning Tree Educator
- Project WET, WILD, and Learning Tree Facilitator
- Professional Environmental Educator Certification
- American Red Cross First Aid and CPR/AED
- League of American Bicyclists Certified Instructor

Skills

- Proficiency in Microsoft Word, Excel, and PowerPoint
- Proficiency in Adobe Illustrator, Adobe Acrobat, and Adobe InDesign

Dawn Bailey
1164 Bay Meadows Drive, Lexington, KY 40514
(859) 576-4887
dmbaileyblue@gmail.com

EMPLOYMENT HISTORY:

Environmental Educator at Lexington Fayette Urban County Government
August 2023 - Present
Supervisor: Danny Woolums

- Scheduled and led curriculum aligned environmental education programming in K-8th grade classes throughout the FCPS system.
- Helped facilitate and lead field trips for students K-12th at the MRF (Recycling Center), local parks, and landfills.
- Wrote and created curriculum aligned environmental education programming
- Created and put together the supplies for programming
- Attended and helped lead activities at outreach events including but not limited to City wide events, neighborhood festivals, and STEM nights.

Education Coordinator at The Arboretum, State Botanical Garden of Kentucky
September 2019 - August 2023
Supervisor: Molly Davis, Director

- Managed the Kentucky Children's Garden
- Researched, developed, and lead daily environmental educational programming based on the mission of The Arboretum
- Created and led environmental educational events for adults and children that aligned with the mission of The Arboretum
- Recruited, trained, and managed a team of 40 plus volunteers each season
- Tracked hours worked by volunteers
- Recruited applicants, interviewed, hired, trained, and managed a seasonal staff of 2–4 people
- Managed the Facebook and Instagram accounts for The Arboretum
- Managed the annual budget for the Kentucky Children's Garden
- Coordinated Spring and Fall field trips for local schools that aligned with state standards
- Wrote and applied for grants; four were funded
- Promoted Arboretum events on radio and live tv interviews
- Created marketing materials for large and small events
- Created promotional materials to advertise Arboretum events
- Developed relationships with community partners
- Created educational videos for events and social media
- Researched, developed, and lead Facebook live lessons for kids during Covid shut down
- Created fundraising materials in the form of videos and post for our annual giving campaign
- Planned and led several large annual events including Arbor Day, Earth Day, and Addie's Day with 700 – 1,500 people in attendance

Seasonal Park Guide at Mammoth Cave National Park
April 2019 - August 2019
Supervisor: Chris McDowell (270) 758-2180, may be contacted

- Researched, developed, and led tours related to the history, geology, and ecology of the cave.
- Staffed the visitor center information desk, educating, and orienting visitors to the resources at Mammoth Cave National Park
- Researched, developed, and led themed 30-minute surface hikes
- Researched, developed, and led themed Junior Ranger activities
- Researched, developed, and led 15-minute porch talks related to the ecology of Mammoth Cave

Volunteer at Mammoth Cave National Park
February 2019 - March 2019 Volunteer: 40 hours a week
Supervisor: Jennifer Shackelford, Environmental Education Manager (270) 758-2180, may be contacted

- Led education programs at local schools about the history and ecology of Mammoth Cave

- Helped coordinate and execute a volunteer project to prevent bats and birds from nesting in a historic building
- Used saw, hammer, nails, electric drill, screws, ladder, staple gun, and knife for volunteer project
- Co-wrote a Job Hazard Analysis for a volunteer project
- Assisted with guided tours

Seasonal Ranger at Bering Land Bridge National Preserve
June 2018-October 2018
Supervisor: Interpretive and Education Program Manager; Kathleen Cullen (800) 471-2352, may be contacted

- Researched, developed, and created themed display tables to engage and educate the public
- Staffed the visitor center front desk, educating, and orienting visitors to the resources at the Bering Land Bridge and surrounding community of Nome, AK
- Researched, developed, and presented 60-90 minute weekly interpretive programs, including Junior Rangers and Tundra Tots
- Lead backcountry hikes educating the public about river crossings, bear safety, and Leave No Trace
- Promoted the organization's mission and programs through weekly informative posts and photography on Facebook and Twitter
- Responded to written inquiries for information on the Bering Land Bridge National Preserve and their Junior Ranger program
- Promoted the Bering Land Bridge's mission and events live on two local independent radio stations
- Incorporated Audience Centered Experience techniques into already written programs
- Developed, researched, and lead 20-minute interpretive talks that incorporated ACE technique and themes of the Bering Land Bridge National Preserve
- Managed and strengthened the partnership with the local Boys and Girls Club and the Preserve.
- Coordinated all programs for the Boys and Girls Club, bringing STEAM and Bering Land Bridge themed programs to students
- Managed and strengthened the partnership with the Nome Juvenile Detention Center. Coordinating all programs so that our staff could regularly bring STEAM and Bering Land Bridge themed programs to students
- Wrote new programs based on the interpretive themes of the Bering Land Bridge
- Handled cash and credit card transactions using square system on iPad
- Coordinated and co-led several programs in a partnership with Fish and Wildlife
- Consulted with biologists, anthropologists, tribal leaders, ecologists, ornithologists, and a marine biologists from the Marine Advisory Program to ensure that the programs I developed were scientifically sound and culturally sensitive

Student Conservation Association Intern at Bering Land Bridge National Preserve
April 2018 - June 2018
Supervisor: Interpretive and Education Program Manager; Kathleen Cullen (800) 471-2352, may be contacted

- Staffed the visitor center front desk educating and orienting visitors to the resources at the Bering Land Bridge and surrounding community of Nome, AK
- Coordinated, planned, and executed a visit to two remote communities of the Bering Strait School District. At each school, I lead educational programs in classrooms seeing 75-100 students in 3 days. Visits consisted of traveling 3 to 4 days, staying in the school libraries, and traveling on small 12 person planes
- Led environmental education programs at a juvenile detention facility

Seasonal Ranger at Bering Land Bridge National Preserve
May 2017 - September 2017
Supervisor: Interpretive and Education Program Manager; Kathleen Cullen (800) 471-2352, may be contacted

- Researched, developed, and presented 60-90 minute weekly interpretive programs, including Junior Rangers and Tundra Tots
- Staffed the visitor center front desk educating and orienting visitors to the resources at the Bering Land Bridge and surrounding community of Nome
- Handled cash and credit card transactions using a cash register
- Lead backcountry hikes educating the public about river crossings, bear safety, and leave no trace
- Promoted organization's mission and programs through weekly informative post and photography on the Bering Land Bridge National Preserve's Facebook and Twitter accounts
- Responded to written inquiries for information on the Bering Land Bridge National Preserve
- Created themed display tables to engage and educate the public

- Developed and led interpretive talks on subjects relating to the Bering Land Bridge National Preserve
- Created and ran Sea Side Saturday; A new program for families with the purpose of educating about the Bering Sea and the creatures that call it home. Earned a Star Award for the execution of Sea Side Saturday

Kayak and Stand-Up Paddleboard Guide at Adventure Sea Kayak
February 2015 - September 2015, May 2016 - April 2017
Supervisor: Brian Houston (239) 576-6000, may be contacted

- Confidently led kayak and stand-up paddleboard tours for groups up to 10 people in the Pine Island Sound off Captiva Island
- Lead weekly lessons for elementary student groups
- Monitored weather and made cancelations or rescheduled as needed for the safety of visitors and staff
- Handled large sums of cash and credit card transactions daily
- Trained new guides how to paddle, execute self and T-rescues, properly fit guest in PFDs, use a tow rope, and other safe paddling practices
- Trained new guides about the ecology of the coastal mangroves and local history of Captiva Island
- Served as an information point for visitors about services offered not only by our company but the entire Island
- Provided education regarding the local ecology and history of the Island and surrounding waters
- Delivered instruction and lessons for kayak and SUP users
- Consistently maintained an atmosphere of safety
- Scheduled tours and maintained tour equipment

Family Support Center Coordinator at Pop Wuj (Guatemalan Run NGO)
January 2014 - March 2014, November 2015 - April 2016
Supervisor: Amy Scheuren

- Assisted with the “Safe Stove” project, lead construction efforts to build safe stoves for families in nearby villages
- Developed fun activities for a youth that was confined to her bed due to illness
- Developed fun and easy activities that would be engaging and educational for children and the volunteers
- Ensured the students and potential donors visiting the Family Support Center behaved in a culturally sensitive manner.

Tour Guide and Front Desk Staff at Everglades International Hostel and Tours
October 2014 - January 2015
Trainer: Caren Tautz-Kopania (*Longtime volunteer for Everglades National Park*)

- Provided full day and half day eco-tour services for groups up to 9 people in the Everglades National Park
- The tours consisted of “wet walks” in a cypress dome and kayaking or canoeing in 9-mile Pond
- Demonstrated my ability to do a self and assisted rescue in both a kayak and canoe
- Drove a 15-passenger van-with a trailer
- Served as the first information point for visitors to The Everglades
- Organized and arranged accommodation for guests.
- Provided supervision and management of front desk activities and duties

EDUCATION:
University of Kentucky, May 2011
B.A. Degree, Anthropology; Minor in History

LANGUAGES:
Conversational Spanish

Sagan Brianne Goodpaster, Ph.D.
2051 Kiddville Rd.
Winchester, KY 40391

(859) 595-4357
sagan.goodpaster@gmail.com

Summary

Science educator with more than ten years of experience in the field. Dedicated to promoting the inclusion of environmental education and outdoor learning experiences in K-12 education.

Education

Ph.D. Educational Sciences - STEM Education, University of Kentucky, Lexington, KY (August 2022)
Overall GPA: 4.0
M.S. Biology, Eastern Kentucky University, Richmond, KY (August 2013)
Overall GPA: 4.0
B.S. Biology, Morehead State University, Morehead, KY (May 2011)
Overall GPA: 3.8; Dean's List, *Magna cum laude*

Professional Experience

Environmental Educator, Lexington-Fayette Urban County Government and Kentucky Association for Environmental Education (September 2023-present)
- Taught environmental education lessons related to solid waste management, stormwater management, sanitary sewer systems, and sustainability in K-8 classrooms
- Designed NGSS-aligned environmental education lessons for K-8 classrooms
- Developed lesson-level and unit-level assessments
- Assisted with community outreach events
- Planned and facilitated field trips and other related experiences with education team
- Assisted with planning and facilitation of the Teachers' Environmental Academy

Part-time Instructor and University Supervisor, University of Kentucky Department of STEM Education (January-May 2023)
- Instructor of record for SEM 421 STEM Education Methods I
- Supervised seven student teachers. This included four field observations for each student, one-on-one meetings after each observation, and evaluating lesson plans and class materials.

Science Content Writer, STEMGen, LLC and Alef Education (July 2022-February 2023)
- Designed NGSS-aligned, digital science lessons and assessments for English language learner classrooms in UAE charter schools, grades 5-9
- Peer-reviewed lessons written by other science content writers
- Reviewed development of interactive science lessons in the digital platform
- Assisted with organizing workflow and managing deadlines

Graduate Research Assistant, University of Kentucky Department of STEM Education (May 2021-August 2022)
- Assisted with developing an NGSS-aligned, six-lesson unit for middle and high school science classes through the NIH-funded WACKIEST project: Wastewater Assessment for Coronavirus in Kentucky, Implementing Enhanced Surveillance Technology
- Facilitated in-service middle and high school teachers' review of the curriculum using the EQuIP rubric
- Solicited administrator support for piloting the curriculum at middle and high schools in eight eastern Kentucky counties associated with the wastewater testing sector of the WACKIEST project

- Recruited science teachers from these participating school districts to pilot the curriculum

Graduate Teaching Assistant, University of Kentucky Department of STEM Education (August 2019-May 2021)
- Instructor of record for SEM 110 Introduction to STEM Education (Spring 2020)
- Instructor of record for SEM 328 Elementary Science Methods (Fall 2019)
- Assisted faculty with preparation of class materials, curriculum development, and creation of assessments
- Assisted SEM 328 faculty in managing Zoom during virtual class sessions
- Supervised seven pre-service teachers throughout their 8-week practicum experience
- Conducted prospective student interviews for the elementary education program

Academic Coordinator, University of Kentucky Agricultural Education Program (July 2018-June 2019)
- Advised 80+ currently enrolled students
- Recruited prospective students at various events, including State and National FFA Conventions
- Organized prospective student visits by coordinating with students' families, College of Agriculture Center for Student Success staff, and Ag Ed faculty
- Created and maintained databases with contact information for current and prospective students
- Managed annual budget for all recruitment materials
- Instructor of record for GEN 109 Problems in Career and Technical Education (CTE)
- Facilitated two lab sections of AED 586, Methods of Teaching in CTE.
- Served as co-advisor for Ag Ed Society

Assistant Professor – Biology, Maysville Community and Technical College (Aug. 2013-July 2018)
- Taught Introductory Biology, Human Ecology, Basic Anatomy and Physiology, Anatomy and Physiology I and II
- Designed and implemented first online Basic Anatomy and Physiology course offered by MCTC
- Served as academic advisor to 70+ currently enrolled students
- Appointed to chair of the Montgomery Campus Advising Team
- Served as the Phi Theta Kappa Honor Society Faculty Advisor
- Contributed to the work of the Sustainability Committee, Medical Assisting Advisory Board, Physical Therapy Assistant Program Development Team, Enrollment Management Team, and Human Resources Effectiveness Council as an active member
- Represented MCTC as Senator-at-Large in the KCTCS Faculty Senate, and as a member of the KCTCS Kinesiology and Health Promotion Curriculum Review Committee

Publications

Goodpaster, S. (2022). Development of the elementary teachers' commitment to outdoor education survey: A mixed methods study. *Theses and Dissertations-Education Sciences, 109.*

Xiang, L, **Goodpaster, S.**, & Mitchell, A. (2022). Supporting three-dimensional learning on ecosystems using an agent-based computer model. *Journal of Science Education and Technology*, *31*, 473-489.

Goodpaster, S., & Alameh, S. (in press). Tracking clouds in the cloud. In F. S. Allaire & J. E. Killham (Eds.), *Teaching and Learning Online: Science for Early Childhood and Elementary Grade Levels.* Information Age Publishing.

Alameh, S., **Goodpaster, S.**, & Preece, C. (in press). Implementing the five essential features of student-centered inquiry in the online elementary science classroom. In F. S. Allaire & J. E. Killham (Eds.), *Teaching and Learning Online: Science for Early Childhood and Elementary Grade Levels.* Information Age Publishing.

Goodpaster, S., & Krall, R. (2022). Engineering like a bird. *Science and Children, 59*(3), 79-83.

Goodpaster, S. & Ritchison, G. (2014), Facultative adjustment of pre-fledging mass recession by nestling chimney swifts *Chaetura pelagica*. *Journal of Avian Biology*, 45: 247–252. doi: 10.1111/jav.00326

Goodpaster, S. B. (2013). Facultative adjustment of pre-fledging mass recession by nestling Chimney Swifts (*Chaetura pelagica*). Online Theses and Dissertations. Paper 172.

Professional Certifications

- Project Learning Tree, certified educator and facilitator
- PLT Southeastern Forests and Climate Change, certified educator and facilitator
- Project WILD, certified educator and facilitator
- Project Flying WILD, certified educator and facilitator
- Urban Ecology Achievement Certificate, Cornell University
- Outcomes in Environmental Education Achievement Certificate, Cornell University

Professional Service and Affiliations

2021-present	North American Association for Environmental Education
2021-2023	National Association for Research in Science Teaching
2021-2023	American Educational Research Association
2021-present	Kentucky Science Teacher Association
2019-present	National Science Teacher Association
2014-present	Kentucky Association for Environmental Education
2013-present	Kentucky Academy of Science

Grants Received

Kentucky University Partnership for Environmental Education (KUPEE) Climate Literacy Mini-Grant, Fall 2017

- Received $3,000 to design and install an interpretive sign trail at Herb Botts Nature Park in Mt. Sterling, KY.
- Students in Human Ecology (BIO 120) partnered with students at Mount Sterling Elementary School to design six signs related to key principles of climate literacy as defined by the National Oceanic and Atmospheric Administration. Signs were installed in late summer of 2018.

Christie Hoskins

Workforce Specialist – Career Coach – Marketing Coordinator – Fundraising/Event Coordinator

Summary: *Experienced Workforce Development/Educator professional with over 15 years of progressive workforce development & training experience. Highly effective professional with an emphasis on workforce-related activities to include recruitment, career coaching, placement, case management, and retention with diverse populations that include youth, military, displaced workers, and transitional re-entry populations*

I have a strong history of working with non-profit organizations and community services in the pursuit of career advancement and poverty reduction for my clients. Simply put, I greatly enjoy being able to create a matrix of individuals that mutually benefit from shared experience, information, and/or services.

Skills: *Microsoft Office, Data Entry, Organizational, Strong Written/Verbal, CRM, Networking and Marketing.*

Interpersonal Skills: *Analytical Skills, Critical Thinking, Detail-Oriented, Teamwork, Organizational, and Strong Written/Verbal.*

EXPERIENCE

Lexington-Fayette Urban County Government (LFUCG) Lexington, KY
Kentucky Association for Environmental Education (KAEE)

Workforce Development Specialist March 2023 – Present

- Establishing and maintains effective relationships with managers, vendors, customers, and peers at all levels providing advice and guidance concerning workforce activities to include human-related issues.
- Assessing suitability related to occupational training, on- the -job training and/ or other professional development services. Make recommendations regarding the planning and managing of programs services in order to enhance the quality of services and accomplishments and performances of the department.
- Strong knowledge of full-cycle recruitment and selection plans using best practices to attract and retain diverse, experienced candidates. Collaborate and advise on talent and recruitment strategies in order to enhance employer's workforce.
- Actively source customers for the purpose of locating and selecting individuals based on set criteria.
- Managing the business of strategy planning to include workforce analysis, talent acquisition, skills gap analysis, and other business processes, interpreting policies and standards and soundness of judgement.

Fayette County Public Schools (FCPS):

- Partners with the Kentucky Association for Environmental Education (KAEE) and the Lexington-Fayette Urban County Government (LFUCG) Dept of Environmental Quality and Public Works (EQPW) on their K-12 environmental education program.

- Works closely with the Environmental Education & Community Outreach Coordinators to facilitate youth civic engagement opportunities & to build/coordinate a K-12 shadowship, apprenticeship, &internship program for the Lexington-Fayette County Dept of EQPW.
- Facilitate outreach to students & school district workforce development professionals.
- Work with EE staff to connect K-12 units to careers (with a focus on middle/high school); work with EE staff to coordinate career panels for middle/high school students; work with Fayette County Public Schools on career days & similar opportunities
- Build relationships with FCPS, local colleges and local universities to facilitation the connection of students to EQPW-related careers; build relationships within EQPW to deeply understand the work done, skills needed, workforce development opportunities, and advancement paths available
- Promote student engagement with city government; work with Middle/High Environmental Educator and Environmental Education Coordinator on the Youth Environmental Academy program; assist educators in facilitating community-based learning efforts
- Develop intern opportunities for high school/college students to within the department; recruit & train other city staff members as partners in the internship program, providing connections to the full spectrum of jobs within the EQPW; develop & implement guidelines for student & staff participants; oversee intern training and regular check-ins
- Provide feedback opportunities for both students & host site staff; make program adjustments accordingly

Bluegrass Community & Technical College (BCTC) & Fayette County Public Schools (FCPS):

- In conjunction with BCTC staff, develop Department of Labor apprenticeship opportunities for high school graduates and college students within the LFUCG Department of Environmental Services
- Develop and implement guidelines for each type of apprenticeship pathway

Bluegrass Community & Technical College (BCTC) & Veterans/DOD SkillBridge:

- Develop apprenticeship opportunities for military personnel transitioning into the civilian workforce
- Conduct one-on-one interviews to assess education and transferable skillset
- Utilize Traitify and O-NET to assess aptitudes and job interests
- Coordinate with BCTC staff to ensure smooth transition from active service to a DOL apprenticeship program with the city of Lexington.

Transitional Re-Entry Workforce:

- Work with community partners and re-entry programs to create career pathways within the LFUCG Department of Environmental Services
- Coordinate with local career centers for testing services to assess educational level/capacity and transferable skillsets
- Utilize Traitify and O-NET to assess aptitudes and job interests
- Coordinate with division directors to identify staffing needs/options; both seasonal/temporary and permanent

EDUCATION

Missouri Baptist University

MBA, Business Administration January 2007 - December 2007

Maryville University of Saint Louis

Dual Bachelor of Arts, Psychology/Sociology January 2003 - December 2006

Activities & Societies:

Maryville University's Young Alumni Committee
Global Citizenship Organization
Peer Mentorship Program

Eastern Kentucky University

Psychology January 1998 - December 2002

Activities & Societies:

International Culture & Diversity Council of Eastern Kentucky University (Representative/ Speaker)
Student Council (Representative)
The Eastern Progress (Staff)

PROFESSIONAL DEVELOPMENT

Bev Browning LLC

Grant Writing January 2023 - December 2023

1) A to Z Grant Writing
2) Advanced Grant Proposal Writing
3) Becoming a Grant Writing Consultant

Center for Credentialing and Education (CCE)

Global Career Development Facilitator (GCDF) January 2022 - December 2023

Global Career Development Facilitator (GCDF) is a certification from the Center for Credentialing and Education (CCE), a Certification Entity, for persons working in career development and advisory fields.

Attachment C:
Additional Requirements

Proposal for Bid Number: RFP-37-2024

Submitted to the Lexington Fayette Urban County Government
by the Kentucky Association for Environmental Education (KAEE)

Please find attached the following items: Affidavit, Equal Opportunity Agreement, Affirmative Action Plan, Workforce Analysis Form, MWDBE Participation Form, MWDBE Quote Summary Form, Statement of Good Faith Efforts, General Provisions, and Addendum #1.

KAEE Affirmative Action Plan

Proposal for Bid Number: RFP-37-2024

Submitted to the Lexington Fayette Urban County Government
by the Kentucky Association for Environmental Education (KAEE)

KAEE is an equal opportunity employer. It is KAEE's policy to select, develop and promote employees based on individual ability and job performance. It has been and shall continue to be the policy of this organization to provide equal employment opportunity to all people in all aspects of employer-employee relations without discrimination because of race, color, religious creed, gender, national origin, ancestry, marital status, age, sexual orientation or disability. This policy affects decisions including, but not limited to, an employee's compensation, benefits, terms and conditions of employment, opportunity for promotions, professional development and other privileges of employment. It has been and shall continue to be, the organization's policy to maintain a working environment that is free of sexual harassment and intimidation. It is further the policy of this organization to comply with the letter and the spirit of local, state and federal statutes concerning equal employment opportunity.

KAEE MWDBE and Veteran Good Faith Efforts

Proposal for Bid Number: RFP-37-2024

Submitted to the Lexington Fayette Urban County Government
by the Kentucky Association for Environmental Education (KAEE)

As noted during the pre-proposal meeting for this bid opportunity, the structure of this proposal does not allow for subcontracting. However, KAEE is committed to seeking MBE, WBE, DBE and/or Veteran-Owned business quotes for catering and other costs that might arise during the contract, with a goal of 10% for MWDBE participation and 3% for Veteran-Owned participation.

Environmental Education Coordination and Administration Budget Proposal
RFP #37-2024

Add extra rows as needed for additional staff. Green fields will auto calculate or auto populate.

Personnel

#s presented in this section should be based on actual pay and benefits; management fee/administrative costs will be reflected below

Staff Name (leave blank, if unfilled)	Staff Title (if different than contract position)	Contract Position	# of hours/week, average (total NOT just contract)	% of time dedicated to contract		Annual Salary	Benefit Costs (show work in proposal)	Total Compensation	Total Personnel Cost Dedicated to Contract
Danny Woolums		Environmental Education Manager	40	100.00%	40	$65,771.00	$21,046.72	$86,817.72	$86,817.72
Sagan Goodpaster		Educator (Grade 2)	40	100.00%	40	$55,000.00	$17,600.00	$72,600.00	$72,600.00
Dawn Bailey		Educator (Grade 2)	40	100.00%	40	$55,000.00	$17,600.00	$72,600.00	$72,600.00
Ryelle Browning		(optional) Educator (Grade 1)	40	100.00%	40	$47,083.00	$15,066.56	$62,149.56	$62,149.56
Julia Maugans		Transportation Outreach Specialist/Coord	40	100.00%	40	$49,078.00	$15,704.96	$64,782.96	$64,782.96
Christie Hoskins		Workforce Development Specialist/Coord	40	100.00%	40	$55,000.00	$17,600.00	$72,600.00	$72,600.00
TOTAL					**240**	**$326,932.00**			**$431,550.24**

Set Program Costs

Expense Category		Budget
professional development	$2,500 x 7 core staff	$17,500.00
school-based EE		$30,000.00
PD		$60,000.00
OST		$40,000.00
school/district support		$3,000.00
WFD*		$5,000.00
transportation		$8,000.00
other (scope modifications)		$0.00
TOTAL		$163,500.00

* planned increases in years 2 & 3, budget/Council permitting

	# of Miles	Rate/Mile	Total Cost
staff travel	10,000	0.43	$4,300.00

	Base Costs**	fee %	Total Cost
management/	$431,550.24	12.00%	$51,786.03

** Base costs can be personnel base or personnel total or personnel (either) + set costs. The expectation is that admin percentage would be lower if it's based on full contract costs. Please note that the contract may be partially funded, and admin fees will be paid out proportionate to actual costs invoiced. Please enter the formula in E39 accordingly. G20 = base personnel costs, J20 = salary plus benefits, C33 = set program costs, H24 = staff travel

Contract Cost Summary	
Personnel	**$431,550.24**
Set Costs	$163,500.00
Travel	**$4,300.00**
Mgmt/Admin Fee	**$51,786.03**
TOTAL	**$651,136.27**

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

6/8/24

Date

AFFIDAVIT

Comes the Affiant, Kentucky Association for Environmental Education and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Ashley Hoffman and he/she is the individual submitting the proposal or is the authorized representative of Kentucky Association for Environmental Education, 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.

Ashley Hoffman, Executive Director

STATE OF Kentucky

COUNTY OF Hardin

The foregoing instrument was subscribed, sworn to and acknowledged before me by Ashley Hoffman on this the 8 day of June, 2024.

My Commission expires: 04/07/2025

KYLE M. REYNOLDS NOTARY PUBLIC STATE AT LARGE, KY. ID KYNP25267 MY COMMISSION EXPIRES 4/7/2025

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.

Ashley Hoffman
Signature

Kentucky Association for Environmental Education
Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Kentucky Association for Environmental Education

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	1		1													0	1
Professionals	9*		8														8
Superintendents																	
Supervisors	2	1	1	1												1	1
Foremen																	
Technicians																	
Protective																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Maintena																	
Total:	12		10	1												1	10

Prepared by: Ashley Hoffman, Executive Director Date: 6/8/24

(Name and Title)

Revised 2015-Dec-15

* Kaee employs an individual who identifies as nonbinary and therefore does not fit onto this form. As a city with a Fairness Ordinance that promotes inclusion of the LGBTQ+ community, we hope this form can be restructured in the future

Firm Submitting Proposal: Kentucky Association for Environmental Education

Complete Address: PO Box 2739 Elizabethtown, KY 42702
Street City Zip

Contact Name: Ashley Hoffman Title: Executive Director

Telephone Number: (270) 214-0587 Fax Number: _____

Email address: director@kaee.org

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # RFP-37-2024

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. N/A - this proposal does not allow for subcontracting				
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.

Kentucky Association for Environmental Education
Company

Ashleey Hoffman
Company Representative

6/8/24
Date

Executive Director
Title

MWDBE QUOTE SUMMARY FORM
Bid/RFP/Quote Reference # RFP - 37-2024

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	Contact Person
Kentucky Association for Environmental Education	Ashley Hoffman
Address/Phone/Email	**Bid Package / Bid Date**
PO Box 2739 (270)214-0587 Elizabethtown, KY 42702 director@kaee.org	RFP - 37-2024 June 8, 2024

MWDBE Company Addres	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
N/a - this proposal does not allow for subcontracting								

(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.

Kentucky Association for Environmental Education
Company

Ashley Hoffman
Company Representative

6/8/24
Date

Executive Director
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.

N/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.

N/A Included documentation of advertising in the above publications with the bidders good faith efforts package

N/A Attended LFUCG Procurement Economic Inclusion Outreach event

N/A Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

N/A Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

N/A Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

N/A 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.

N/A 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.

N/A Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

N/A Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

N/A 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

N/A 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.

N/A 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/A 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.

N/A 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

N/A 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.

Kentucky Association for Environmental Education
Company

6/8/24
Date

Ashley Hoffman
Company Representative

Executive Director
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, safely 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

6/8/24
Date

Lexington-Fayette
Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #37-2024 Environmental Education 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 **June 10, 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 <u>special conditions</u> 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. Completeness and professionalism of the written proposal (20 points)
2. Consistency of proposal with the requested Scope of Work (15 points)
3. Reasonable budget for work requested in scope/proposed by contractor, indicated largely by the administrative fee (15 points)
4. Specialized experience and competence of the contractor with the type of service required. (30 points)
5. Demonstrated flexibility in accomplishing contract objectives (10 points)
6. The past record and performance on contracts with the Urban County Government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet schedules. (10 points)

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																	
Total:																	

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

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 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.

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 MWBDE 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
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)

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

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

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, safely 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:

Coverage	**Limits**
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
Excess/Umbrella Liability	$1 million per occurrence
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

Request for Proposals
RFP #37-2024
Environmental Education

OVERVIEW:

Purpose of Solicitation

The City of Lexington's Division of Environmental Services (DES) seeks proposals from qualified contractors to serve as the environmental educators for the Department of Environmental Quality and Public Works. Environmental education efforts focus on K-12 public and private schools within Lexington-Fayette County*. Topics covered include stormwater management, sanitary sewer systems, sustainability, waste management and transportation.

*Some of the transportation-related efforts will require travel to Jessamine Co.

Specifically, the selected contractor will:

- Update and utilize the curriculum for K-12 classrooms
- Develop and utilize protocols, scripts and signage for field trip sites
- Assist in the development of hands-on materials and activities for classrooms and tabling
- Develop and execute programming in collaboration with community partners that serve youth outside of school time
- Evaluate educators, lessons, field trips and units of study through observation, surveys and other assessment tools; make adjustments based on assessment results; cooperate with EQPW and outside agencies working on longitudinal studies related to the impact of the EE program
- Develop and lead professional development for classroom teachers, including but not limited to the Teachers' Environmental Academy; develop ongoing engagement opportunities for teachers who participate in EQPW-sponsored PD
- Purchase supplies for EE efforts and distribute them appropriately; reimburse schools for appropriate expenses such as buses and substitute teachers (subs) related to field trips
- Connect K-12 units to careers, especially careers related to city jobs; coordinate career panels for middle and high school students; work with Fayette County Public Schools on career days and similar opportunities; partner with FCPS to facilitate EQPW-related job training, shadowships and internships; collaborate with city staff members to develop and implement successful job shadowing and internship programs for students that provide connections to the full spectrum of jobs within the city

These tasks will be carried out with a variety of city and community partners. The successful organization must be competent at coalition building and working with individuals from a variety of social, ethnic and cultural backgrounds.

Background

The city has contracted out environmental education in the schools since 2006. The outreach started with a focus on waste management, specifically recycling, and grew to include stormwater, sanitary sewers, energy, and litter over the years. In recent years, nearly all public and private schools in Fayette County have participated in these programs.

Budget

Responses shall account for the complete cost of carrying out the work proposed. With only limited exceptions (noted within the RFP), the city will not purchase materials for the contractor's use. Reimbursement will only be provided for expenses directly and fully related to carrying out the environmental education activities outlined in this RFP. The contractor will not be reimbursed for any expenses or activities not directly and fully related to this Scope of Work unless approved in advance by the city's contract manager.

The contractor should spend money and time in a way that reflects the funding, which is approximately:

- 20% sustainability
- 15% transportation
- 25% waste management
- 15% water quality, sanitary
- 25% water quality, stormwater

The contractor must have a means of tracking work that shows time and funds spent by topic. Some tasks/expenses may be split among funds for multiple topics.

Estimated budgets for several categories are included based on past expenses. Estimated number of miles traveled are also provided to help bidders calculate costs. Starting point for travel must be within Fayette County, preferably the Government Center, 200 East Main St, Lexington, KY 40507.

Responses will be evaluated, in part, based on the associated administrative fees. The administrative fee can be stated as a percentage of personnel costs (salary or salary plus benefits) or as a percentage of the full contract. Either way the administrative fee will be paid based on the selected costs (personnel or full contract) as invoiced.

Employees should receive the mileage rate reflected in the budget. Any associated management fee should be included in the proposed percentage referenced in the previous paragraph.

The proposal budget should cover a single year (July 1, 2024 through June 30, 2025).

Ultimately, the city will work with the selected contractor to finalize the Scope of Work within the constraints of the budget.

Respondents should use the provided budget template when presenting their proposed budget.

Invoicing

The selected contractor may invoice the city monthly or quarterly. Travel logs should be kept and may be requested by the city at any point. Receipts for supplies must be submitted with invoices.

All materials (activity supplies, displays, technology, etc.) purchased with DES funds is LFUCG property and will be returned to the city at the end of the contract period unless the items are distributed through a program covered by this Scope.

Reporting

Corresponding activity reports must be submitted before invoices will be paid. Reports will be developed in partnership with the city's contract manager and may evolve over time. Generally, reports should reflect information on the number and type of lessons, the grades of classrooms reached, the number of students taught and some form of assessment associated with the invoice period's activities. The city's contract manager will have the final say on the report format, though the contractor is welcome to suggest changes.

PROPOSAL GUIDELINES:

Timeline

Work in accordance with the Scope of Work is anticipated to begin on July 1, 2024, pending council approval. The initial contract period will end June 30, 2025. There will be an option to renew on an annual basis (fiscal years July 1 through June 30) for four additional years.

Desired Qualifications

- Understanding of the environmental issues included in the Scope
- Ability to update and follow a curriculum, aligned with state and national standards
- Ability to conduct assessments at the educator, lesson, and curriculum level and adapt accordingly; willingness to support programmatic assessments
- Ability to lead professional development for nonformal and classroom teachers
- Willingness to provide qualified staff, assigned 100% to DES
- Key staff must have a driver's license
- Proven track record in environmental education
- High level of professionalism
- Commitment to cultivating diversity and equity in environmental education and to enacting best practices in youth education and development

Proposal Requirements

1. Provide a **consultant profile** that includes the contractor's name and address, year established, current number of employees and employee positions, years of experience with similar projects, contact information, etc. Names and affiliations of board members, along with their elected positions on the board and number of years served, should also be provided if applicable.

2. Provide an **organizational chart.** Highlight employees that would be assigned to this project by name and title. If new positions would be added or vacant positions would need filled, please include those in the organizational chart as well. Simply indicate "vacant" or "new."

3. For each position that would be working on the contract, provide a **position profile*** that outlines the salary (or range) and the anticipated percentage of their time the employee would dedicate to this contract. If an employee/position will be assigned part-time to the contract, indicate the total anticipated number of contract hours for the fiscal year (July 1, 2024 – June 30, 2025). Describe the role(s) each employee/position would play in fulfilling the Scope of Work. Provide the anticipated address for each employee's work location. (The preference is for primary employees to work out of government offices in downtown Lexington.)

4. Provide **information on benefits** available to employees working on this contract – paid holidays, vacation time, sick time, health plans, overtime, etc. Costs of these benefits should be indicated in the financial proposal. This number should reflect value that is going directly

to employees involved in the contract. General overhead should not be included. Applicants are strongly encouraged to provide details within the proposal about how the benefit cost is calculated.

5. Include **resumes** for current staff who would be assigned to the project, highlighting their related experience.
6. Provide a **portfolio** of projects (summaries, photos, videos, etc.) on similar projects from the last three (3) years.
7. Provide a minimum of three (3) **references** who have worked with you on projects similar to those included in this Scope of Work.
8. Discuss, with justification, any **proposed modifications to the Scope** that could enhance the environmental education outcomes.
9. Provide a **financial proposal** for the services as described in the Scope of Work using the budget template provided. This financial proposal should be consistent with the proposed approach and modifications presented.

   The budget for the Scope includes budget lines that are set. The bid cost will be evaluated based on the proposed personnel salaries (an appropriate market rate) and the proposed management fee. A bid that has a higher total may be considered a better value if the administrative costs are lower.
10. Provide any additional relevant information the submitter would like to include, not explicitly requested in this RFP.

* The city should be involved in the hiring process when contract positions (more than 50% of their time assigned to DES) need filled. This may be at the beginning of or during the contract period. The city should be the primary entity making hiring decisions in cases when the position is fully assigned to DES.

Rubric

- Completeness and professionalism of the written proposal (20 points)
- Consistency of proposal with the requested Scope of Work (15 points)
- Reasonable budget for work requested in scope/proposed by contractor, indicated largely by the administrative fee (15 points)
- Specialized experience and competence of the contractor with the type of service required. (30 points)
- Demonstrated flexibility in accomplishing contract objectives (10 points)
- The past record and performance on contracts with the Urban County Government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet schedules. (10 points)

CONTRACT TERMS:

1. The Scope of Work is intended to be a comprehensive description of work allowed and expected under the resulting contract; however, the city or the contractor may suggest additions or deletions to the Scope to enhance project outcomes and fulfill project goals. DES must agree to any contractor-suggested changes through written permission (email or letter) from the city's contract manager. Similarly, DES may request changes to the Scope to enhance project outcomes, better align with department goals and/or adapt to available budgets.
2. This contract may be canceled by either party by delivering written (email or letter) notice of intent to cancel to the other party not less than 30 days before the proposed date of termination. Written notice to the city should be sent to the Division of Procurement.
3. LFUCG reserves the right to reject any or all of the bids for failure to provide complete information related to the proposal requirements.
4. LFUCG reserves the right to award or reject any portions of the bid.
5. LFUCG intends to award an initial contract covering one (1) year with an option for four (4), 1-year renewals based on funding availability and mutual agreement by both parties. It is anticipated that the term of this first agreement will be effective July 1, 2024 through June 30, 2025, pending Urban County Council approval.
6. The selected contractor must have a business license and insurance coverage. These items may be obtained after a contractor is selected but must be in place before the contract is presented to Council for approval.

SCOPE OF WORK:

OVERVIEW

The selected contract entity will be the primary point for EQPW's environmental education efforts. Organizations bidding must have capacity for a minimum of five (5) employees working 32-40 hours per week (including PTO), assigned to DES for 100% of their time. Additional staff may be assigned to the contract for a portion of their time.

It is the city's strong preference that these core employee(s) work out of city offices. Computer(s), phones, city email address(es) and basic office supplies will be provided. Travel for contract employees shall be calculated based on the Government Center as a starting point unless another Lexington location is agreed upon. Employees will need to use their own vehicle and be reimbursed at the contract organization rate OR use a contractor-provided vehicle. Either way, the city will reimburse for mileage at the rate outlined in the accepted proposal.

The core employees will function as members of the division's Public Information and Engagement Section (PIE), attending staff meetings and working directly with the PIE Section Manager who will serve as the city's contract manager.

The core employees will work with the city's contract manager to ensure fulfillment of the Scope of Work on schedule and within budget. The PIE section manager will serve as the city's single point of contact for all aspects of the contract.

Though this Scope of Work is broken into several distinct sections, the expectation is for these components to work closely together with each other and other department outreach efforts to make the most efficient use of city resources while achieving the largest impact possible in terms of department goals.

The overall vision for our Environmental Education efforts is guided by a report prepared by the Kentucky Association for Environmental Education and the Kentucky Environmental Education Council, looking at research-based best practices and model programs and informed by focus groups and a teacher survey conducted in Fayette County in 2020. This needs assessment can be found at LexingtonKY.gov/EE.

Topic Areas

The environmental education provided through this contract shall focus on:

1. Sustainability
    a. Resource conservation
    b. Energy – efficiency and sources
    c. Climate change
    d. Urban and community forestry
    e. Environmental quality and human health
2. Transportation

    a. Planning and infrastructure
    b. Biking/scooting, safety and how-tos
        i. Roads
        ii. Trails
    c. Walking, safety and routes
        i. Roads
        ii. Trails
    d. Driving, safety
    e. Other alternative forms of transportation (e.g., using the bus, carpooling)
3. Waste management
    a. The hierarchy of the "Three R's" (Reduce, Reuse, Recycle) - reducing waste first, reusing items second, and recycling properly third
    b. Proper recycling in Lexington-Fayette County, recycling as a local action
    c. Home/school composting
    d. Litter reduction
4. Water quality, sanitary sewer systems
    a. What is the sanitary sewer system?
    b. How does the sanitary sewer system work?
    c. How do residents' actions impact the system?
5. Water quality, stormwater
    a. Watersheds
    b. Water quality and its relationship to stormwater/land use
    c. Best management practices, city-scale and individual-level (including litter reduction)

Current units of study and other program resources can be found at LexingtonKY.gov/EE.

Staff

The team will include at least five employees assigned fully to the Division of Environmental Services. These core employees should work between 32 and 40 hours per week on average, including PTO. (Less than 40 hours per week on average could take the form of fewer hours per week for 52 weeks or an abbreviated work year – e.g., 10 months.) Other contractor organization staff may offer limited support for an hourly rate that accounts for benefits and indirect costs. Work conducted by staff not assigned fully to the city must be approved in advance.

Core staff roles are as follows:

- An Environmental Education (EE) Manager who provides programmatic leadership while overseeing the other education staff.
- A Workforce Development Coordinator who integrates K-12 outreach efforts with EQPW career opportunities. This person would develop and manage job training, shadowship, internship and apprenticeship programs in collaboration with internal and

external partners. They would also be responsible for promoting career openings to appropriate applicants from the region.

- A Transportation Outreach Specialist who manages the city's bike library, leads bicycle safety programming through schools and out-of-school time partners and coordinates transportation-related events such as Glow Ride and Streetfest.
- A minimum of two (preferably three) Educators who will teach in K-12 classrooms using the set curriculum, lead unit-related field trips and run out-of-school time programming related to EQPW's work. More experienced/qualified educators may assume additional duties related to program development.
- (optional, may be for less than 32 hours per week) An Out-of-School Time (OST) Coordinator who would focus on OST, both afterschool and summer programs. They would lead activities and field trips as part of OST units of study and serve as the point person for any one-off student activities for scout groups and similar. The OST Coordinator would also coordinate K-12 summer programming. The OST Coordinator may support the educators with some classroom outreach as necessary, though not to the detriment of the OST program. The Educators would support summer OST programming, even if this position is added.

Sample job descriptions for these positions are attached.

Meetings

The core employee(s) assigned to this contract will function as DES staff in the Public Information and Engagement Section. Therefore, they will participate in regular weekly (30 min), monthly (1-2 hours) and annual (multi-day retreat) meetings alongside other staff.

Hours

Core employees will generally work regular business hours, though evening and weekend work will occasionally be required for STEM nights, events and other activities.

Attribution

When engaged in environmental education on behalf of the city, the core employee(s) shall identify as a representative of the city/the Department of Environmental Quality and Public Works, not as a representative of the contract organization. City-branded gear will be provided. In communication with government and community partners, the core employee(s) should use email addresses provided by the city. Outreach materials produced for this contract will include the Live Green Lexington logo or other city logo(s) as directed.

Budget and Invoicing

The contractor should account for all time and expenses **directly** related to the fulfillment of this Scope of Work. Time and activities associated with the contractor's organization (like staff meetings for the contractor's organization) do not qualify for reimbursement.

Core employee(s) – by definition – will charge all their time to the contract, though timecards and activity reports will still be required.

In addition to tracking total hours on the contract, employees assigned to the contract will also be asked to break out their time by topic (stormwater, sanitary sewers, waste management, etc.). Some activities will be split across multiple topic areas.

Allowable expenses are outlined in the budget template. Supplies and other expenses directly and fully related to this Scope of Work will be reimbursed at cost, though a receipt is required. For each core employee, there is a budgeted allowance of up to $2,500 (averaged) for professional development. PD must be approved by the city's contract manager (a.k.a. PIE Section Manager).

K-12 SCHOOL-BASED OUTREACH

The contractor shall develop, update and lead units for K-12 students in public and private schools throughout Lexington-Fayette County. Lessons should align with state education standards and should utilize content from existing environmental education curricula and programs (e.g., Project Learning Tree, Project WET) when appropriate.

The contractor will aim to maximize the program reach and effectiveness given the resources available. Participating teachers will be strongly encouraged to complete the units rather than engage in one-off lessons. Priority will be given to teachers who schedule the full series and to teachers in Title I schools. Teachers with multiple classes of the same grade (e.g., STEM lab teachers) may be asked to lead the lesson themselves after an educator has demonstrated the lesson by teaching a class. Materials will be left with classroom teachers for that purpose.

The EE Manager and the core Educators will manage the lesson and field trip schedule. Ideally, the same educator will be assigned to the same classroom (or even school) for efficiency and relationship building.

The EE Manager will ensure that all educators and classroom teachers get the supplies they need for the lessons in a timely manner.

Units of Study

The contractor will develop, update and utilize at least one unit per topic for grades K-5. Units will focus on sanitary sewers/wastewater treatment, stormwater, sustainability, transportation and waste management. Sanitary and stormwater topics may be combined into one unit depending on the grade and associated educational standards.

Middle schools and high school units will be developed to maximize interest among teachers in those settings. Topics will likely be combined or modified to better meet the needs of courses taught at that level. EQPW outcomes must still be met.

A lesson may be modified to fit in multiple units. (e.g., A litter mapping lesson could be modified for use in lower elementary, upper elementary and middle school series. A litter mapping lesson could also fit in both the Waste Management and Water Quality series.) Lessons may touch on other environmental topics, but the focus of the lessons must be sanitary sewers/wastewater treatment, stormwater, sustainability, transportation or waste management.

Each unit will include a field trip with pre- and post-field trip lessons. Only one field trip will be available per unit. Virtual field trips are an option if circumstances require it. Units should all include a career component, especially those at the upper elementary, middle and high school levels.

Elementary units will consist of a minimum of four lessons plus a field experience (e.g,, field trip or a truck visiting the school). Middle and high school units will consist of a minimum of four lessons plus a field trip and a career panel or similar activity. Career panels or similar are also encouraged for upper elementary units. The contractor may choose to use or modify units that currently exist, which can be found on LexingtonKY.gov/EE.

Units will have accompanying supply kits of reusable and/or consumable materials that the contractor will purchase, organize and distribute. These costs are included in the lesson supply budget of this contract. Storage space will be provided by the city.

The EE Manager will evaluate the classroom performance of the educators through surveys and observation.

Field Experiences

The contractor will work with EQPW to identify field experiences appropriate for the units of study. The contractor will create protocols, scripts and (if applicable) signage for these sites in cooperation with the city. Experiences may take place at the school or at another site.

Field experience costs (e.g., buses and subs) for public schools will be paid for by the City through this contract. An estimated cost for this is included in the budget planning document.

The contractor will lead the field trips that take place on city property, including but not necessarily limited to the Recycle Center and the wastewater treatment plants. Other field trips sites that have been used in the past include:

- Haley Pike Waste Management Facility – mulching pad and closed landfill
- McConnell Springs
- Raven Run
- Cane Run, along the Legacy Trail in Coldstream Park

The EE Manager will coordinate field experiences and will lead many of them. The EE Manager will train the Educators on the tours – scripts and protocols. The EE Manager will evaluate the field trip performance of the Educators through surveys and observation.

The cost of transportation and subs for field trips is built into this contract. All public schools who are set to complete a unit qualify for this funding. The schools will invoice the contractor who will reimburse them in a timely manner.

Recognition Program

The contractor will track classroom participation in the units. Qualifying classrooms/teachers will be recognized. The contractor will create the recognition program structure in cooperation with the city's contract manager.

The contractor will work with EQPW staff to develop appropriate awards for teachers/ classrooms/schools that qualify for the recognition program. Previously, the city produced an original piece of art each year that was turned into a poster, with recipient information included on the bottom of the piece. Framed posters were given to qualifying teachers/classrooms/schools. There has been discussion about adding a teacher/principal reception to go along with the award. The contractor is welcome to propose a different award format. The recognition program budget is included in the school-based EE budget on the budget proposal form.

Timeline and Promotion

The contractor will work with EQPW staff to promote the units to classroom teachers. The contractor will be responsible for scheduling lessons and field experiences as they see fit to meet the targets outlined in this RFP. Lessons are to be offered at no cost to classrooms.

The units for the upcoming school year should be submitted to the city's contract manager for approval by August 1. The units should be finalized before the first day of school for FCPS. The units may be amended as needed with notification to and approval from the city's contract manager. If this contract is renewed for additional years, the units will be reviewed and updated each July/early August.

Protocols and scripts for unit-related field experiences should be submitted to the city's contract manager for approval by mid-August. They should be finalized no later than September 15. The field experiences, along with the associated protocols and scripts, will be reviewed and updated each year.

The recognition program is based on the academic year and awards should be distributed before the end of the school year.

Targets

For schools, priority will be given to classrooms who are willing to complete the unit, not one-off lessons. The goal, with three educators, is to have at least 100 classrooms complete a unit, including the corresponding field experience, each academic year.

Budget and Invoicing

The contractor should account for all expenses related to school-based outreach. These expenses include, but are not necessarily limited to:

1. Contractor staff time
    a. Developing, updating and teaching classroom-based lessons
    b. Developing, updating field trip protocols and scripts; leading field trips
    c. Promotion of units of study to schools and teachers
    d. Scheduling lessons and field trips
    e. Assessing lessons, units and educators
    f. Purchasing supplies and reimbursing schools for approved expenses (e.g., buses and subs for field trips)
    g. Planning and carrying out the recognition program
2. Contractor staff transportation
3. Lesson supplies
4. Teacher/classroom/school recognition program expenses
5. Reimbursement to schools for buses and subs related to field trips

All costs except contractor staff time and travel are covered by the $30,000 school-based EE and the $15,000 field experiences lines included in the attached budget planning document.

Reporting

The contractor will track the following and provide it to the city with each invoice:

1. Documentation of lessons taught
    a. School
    b. Teacher (or contact)
    c. Grade(s)
    d. # of students in class (full attendance)
    e. Which lessons were taught and by whom
    f. Documentation of which lessons were teacher-led (i.e., materials were left with the teacher and they used with a group(s) of students)
2. Photographs and short videos are appreciated when possible/appropriate but not required. These are intended for sharing on social media, so do not provide any visual documentation unless students have a current photo release.
3. Tracking should be provided for each invoice and organized in such a way to produce both calendar- and school-year reports.

TEACHER PROFESSIONAL DEVELOPMENT

The selected contractor shall develop, promote and facilitate professional development opportunities for K-12 educators who work in public and private schools in Lexington-Fayette County. Trainings must align with state education standards. Use of content and materials from existing environmental education curricula and programs (e.g., Project Learning Tree, Project WET, etc.) is strongly encouraged.

The primary teacher PD will be the Teachers' Environmental Academy (TEA), a week-long program offered in the summer. The goal is to complete two workshops per summer, one for elementary educators and the other for middle and high school educators. The academies will each focus on the contract topics: sanitary sewers/wastewater treatment, stormwater, sustainability, transportation and waste management. The final day of each academy will focus on integrating that information into classrooms.

The contractor will develop and implement a plan for ongoing engagement with teachers who complete an academy. This plan may include additional PD opportunities, support of classroom projects related to the academy, a mentorship and/or recognition program and any other activities that are useful to the educators while furthering goals of the department.

In addition to the TEA, the contractor should develop relationships with district and school leadership, looking to host additional professional development in partnership with those official entities.

Promotion

The contractor will work with EQPW to promote teacher trainings. Promotional materials must be approved by the city's contract manager. Promotion conducted through social media must originate on a city-managed social media site (@LiveGreenLex).

Participant Guidelines and Targets

Training sessions must be free for all educators from public and private schools in Lexington-Fayette County. Teacher stipends, along with food, charter buses, workshop supplies and materials, are included in the provided Teacher Training Budget. Workshops must have a minimum of 10 registered Lexington-Fayette County teachers or the workshop may be canceled. Workshops should be capped at 25. Recruitment should focus on teachers from Title I schools.

As stated above, the goal is to conduct two Teachers' Environmental Academy workshops per summer, one for elementary educators and the other for middle and high school educators, with an ongoing engagement plan in place throughout the contract period to maintain ongoing connection with teachers who have participated. PD participants should all be strongly encouraged to assess their experience and offer suggestions for future trainings. They should

also be encouraged to make use of city resources (e.g., lesson kits) to lead EQPW-related lessons on their own in their classrooms.

Assuming the extension options are executed, there should be a plan for other PD at the school and/or district level by the end of year three with implementation beginning in years four and five so long as necessary funding is made available through the addition or reallocation of funds.

Budget and Invoicing

The contractor should account for all expenses directly related to carrying out the workshops. These expenses include, but are not necessarily limited to:

1. Contractor staff time
    a. Workshop development, planning, assessment
    b. Promotion and registration
    c. Facilitation
2. Contractor staff transportation
3. Food and drink as appropriate for the training timeframe
4. Workshop/training supplies
5. Take-home support materials (i.e., books, guides, activity supplies)
6. Workshop transportation costs, including bus rentals
7. Substitute teachers/stipends for teachers
    a. If a training requires a teacher to miss school, a substitute teacher should be provided
    b. If a training occurs outside of school hours, teachers who attend the entire training should earn an appropriate stipend

All costs except contractor staff time and travel are covered by the $50,000 PD budget line included in the proposal budget document.

Reporting

The contractor will provide the following information for each training:

1. Participant information:
    a. Current school
    b. Current grade(s) and subject(s) taught
    c. Number of years teaching
    d. Number of students taught in the past school-year
2. Copy of the training sign-in sheets
3. Copies of presented and distributed materials, including the agenda
4. List of give-away items
5. Copies of participant evaluations
6. Photographs or video clips of the training

OUT-OF-SCHOOL TIME (OST)

The contractor will work closely with city staff to develop, implement and assess a youth outreach program that extends beyond classrooms. Youth from lower income households with fewer environmental education and career development opportunities should be the primary beneficiary of these efforts.

This outreach will be conducted in partnership with organizations throughout the community already working with these youth and their families, including nonprofits, libraries, community centers, faith organizations, etc. The Community Outreach Coordinator (a city position) will be a close partner in building these relationships and carrying out this work.

To maximize the impact of these efforts, priority will be given to community partners who work with underserved students and their families year-round. As with classroom-based lessons, the idea is to provide ongoing, not one-off, engagement.

An OST Coordinator may be a position that is included in the contract. This job would be similar to that of an advanced environmental educator, but with a focus on OST programming and the option for fewer overall hours.

Out-of-School Time Programs

Out-of-school time, like afterschool and summer programs, can present a variety of opportunities to work with youth. Time is typically less constrained, and the pressure to align with educational standards is often reduced. Lessons included in units can be modified for use in OST programs. Alternatively, a series of activities consistent with the contract topics (sanitary sewers/wastewater treatment, stormwater, sustainability, transportation and waste management) can be created to meet the interests and abilities of students in and structure of a given program. An active OST program may be able to complete a full unit – or the activity-based equivalent - including a field trip. If classroom units are adapted for youth in the OST program, the contractor should ensure that students are not getting the same lesson multiple times in the same year. Ideally, there will be a regular educator(s) assigned to each OST program so the students become familiar with the person(s).

The contractor will draft a partner agreement for these organizations to manage expectations around the resources, structure, time, etc. This agreement will be customized for each ongoing OST partnership, reviewed and signed by the EE Manager, the city's contract manager and the community partner representative. The city's contract manager should approve it before it is presented to the community partner. Amendments to the agreement should be made in writing after being discussed in person. The agreement does not need to be overly prescriptive or specific; it is simply intended to ensure that good communication occurs before and throughout the program so both entities are able to fulfill their goals.

Requests from youth organizations (such as Boy or Girl Scouts) will be handled in a manner similar to OST programs. A lesson from a unit or an OST activity can be used.

As with the classroom lessons, these services will be free for participants. Supplies will be provided and field experience costs for programs serving low- to moderate-income students will be fully funded by the city through this contract as budgets allow. Additionally, one-off lessons or activities are a lower priority than working with a partner for a series. Student and program partner assessments should be conducted by the contractor at both the activity/lesson and unit-levels.

The contractor will manage the schedule for these efforts.

Summer Camps

The contractor will develop summer camps. These camps will focus on the work done by EQPW and related careers. While audience, format, structure, etc. are all up for discussion, the current idea is to focus on small groups of middle school students who are involved with community partners that we work with throughout the year (e.g., community centers, libraries, and so on). These camps would be carried out in conjunction with the community partner and other partners like the Division of Parks and Recreation. Camps would include activities that foster a connection to nature both in the neighborhoods where the students reside and in the broader Fayette County community. Career connections, service learning, educational activities and fun would all be part of the schedule. The camp will culminate in an event to which the students' families (however they define them) are invited to share a meal and where the students will have a "show and tell" opportunity to highlight a favorite part of their week with their families. Activities for camp participants and their families will continue throughout the year. These camps will be free for participating students.

A high school Youth Environmental Academy was piloted in the summer of 2022. A version of that could also be brought back, ideally connected to the high school workforce development program (details below) with an improved plan for ongoing engagement with the students who participate. The middle school camp is a higher priority.

The contracted EE staff will serve as the primary staff for the camps, along with city employees and interns paid through the city or the contractor. The goal is to eventually have students who participated in the camp serve as paid camp counselors for the program.

Timeline and Targets

For OST programs, the EE Manager and team will work with the PIE Community Team to develop relationships with appropriate community partners for this contract. The first six months of the contract will focus on identifying partners and developing relationships, getting to know the partner's needs and limitations as well as the needs of the youth and families they service. During this time, current OST programs will continue – mostly after-school programs with elementary schools that are also completing units.

Plans for a robust series of summer programs in 2025 should be in place by the end of calendar year 2024. Early 2025 will focus on the after-school component – building partnerships for programs that will be implemented during the 2025-2026 academic year.

A pilot version of the camp(s) will be carried out in the summer of 2026, assuming the contract is renewed and funding is made available. Once we debrief from that experience, the contractor will develop a plan for the following summer so long as funding is available.

Assessment of these programs will be ongoing once they are established. Adjustments will be made each semester/summer as appropriate based on feedback and outcomes.

Budget and Invoicing

The contractor should account for all expenses related to youth outreach. These expenses include, but are not necessarily limited to:

1. Contractor time
    a. Developing, updating and leading OST lessons and activities
    b. Relationship building with potential partners
    c. Scheduling lessons and activities, including possible field trips
    d. Training others, including interns, in lessons and activites
    e. Assessing and revamping OST efforts
    f. Purchasing supplies and paying for services (e.g., transportation)
2. Contractor staff transportation
3. Lesson/activity supplies and expenses
4. Field trip transportation
5. Food and drink as appropriate for the context

All costs except contractor staff time and travel is covered by the $30,000 shown on the budget planning document. Most of these funds will be used for summer programming. Many of the OST activity supplies will overlap with classroom-based lesson supplies. There is no need to keep those expenses separate so long as activity tracking is accurate. Therefore, those overlapping supplies may be paid out of the classroom or OST budget.

Reporting

The contractor will track the following and provide it to the city:

1. Documentation of lessons taught/activities led for the year, highlighting the appropriate invoice period, along with group details
    a. School or community partner
    b. Program contact
    c. Grade(s) of students
    d. # of students in group (range may be appropriate for these situations)
    e. Which lessons have been taught and by whom

f. Which lessons are scheduled and when, if staffing plan confirmed

2. Photographs and short videos are appreciated when possible/appropriate but not required. These are intended for sharing on social media, so do not provide any visual documentation unless students have a current photo release.
3. Tracking should be provided for each invoice and organized in such a way to produce both calendar- and school-year reports.

DISTRICT AND SCHOOL SUPPORT SERVICES

The EE Manager is primarily responsible for developing relationships at the district-level, though they may bring the city's contract manager into the conversations as appropriate. These relationships are necessary to efficiently and effectively carry out many of the goals of this contract. For example, these higher-level relationships can facilitate:

- connections with school staff – not just teachers but also nutritional specialists, custodians, principals, etc.
- connections with students who may be a good fit for some of our programming
- large-scale professional development opportunities
- insights into and opportunities for input related to career pathways, etc.
- access to information on district-wide needs and opportunities

That list is not exhaustive. In short, having district-level connections will provide insights that will allow us to better serve the students of Fayette County while achieving EQPW goals.

Additionally, the selected contractor (full team) shall provide a limited menu of support services related to waste management at schools. Specifically, the contractor shall:

1. Build relationships with and provide recycling information and support to cafeteria, janitorial and administrative staff at the district-level and at schools participating in the city's recycling program
2. Facilitate communication between schools and the city related to the collection of recycling
3. Assist interested schools in improving their recycling efforts, particularly in relation to the reduction of contamination and the collection of cartons. This assistance may take the form of:
    a. Informal waste audits*
    b. Provision of recycling prompts and outreach materials (copies will be produced and provided by the city)
    c. Development of a recycling plan to facilitate proper recycling
    d. Development of protocols for recycling at special events/games aimed at encouraging participation while decreasing contamination
    e. Development of a program to collect cartons from the cafeteria

*Depending on the circumstance, informal waste audits may count as a lesson or support services. The audits are referred to as informal since the contractor is not conducting in-depth analyses, as would be done for full waste characterization studies.

This task category is anticipated to represent a relatively small portion of the contractor's time.

Guidelines and Timeline

The contractor should immediately work on establishing relationships at the district and school levels and work on building/maintaining those relationships throughout the contract period.

The contractor should also immediately work on identifying a school(s) to pilot a carton recycling program to implement in the second half of the 2024-2025 school year. Future efforts in that vein will be determined based on the results.

Other recycling assistance can take place anytime. It may be initiated by any of the following:

- a request from the school
- a request from the city's contract manager (most likely resulting from a recycling issue identified by Waste Management)
- an informal waste audit conducted as a lesson revealing a high contamination rate

The city's preference is for reduced contamination over increased volume of recycling. This preference should be taken into account when working with schools on recycling plans and event-based recycling protocols.

Targets

By the end of the contract period (including renewals), EQPW should have an array of relationships at that district-level of FCPS. These relationships should be associated with specific programs and program outcomes. The nature of these outcomes will evolve over time and will be discussed with the city's contract manager throughout the contract period to help determine next steps.

Ultimately, the goal is to have no contamination in school recycling streams with all schools having an established carton recycling program. Currently, schools are considered to have a critical issue if 20% or more (by weight) of the material they send for recycling is contamination.

Budgets and Invoicing

The contractor should account for all expenses related to support services except for the prompts and outreach materials mentioned above. Expenses include, but are not necessarily limited to:

1. Contractor staff time
2. Contractor staff transportation
3. Materials to support the carton recycling effort

There is $3,000 budgeted annually for this effort. Carton Council grants are available for schools to help with that aspect of this portion of the Scope.

Reporting

The contractor will provide information on whom they met with, the purpose of the meetings and the outcomes.

Results of (pilot) carton recycling programs should be shared and discussed with the city's contract manager, as should results of the informal waste audits when conducted – especially if critical levels of contamination are found.

WORKFORCE DEVELOPMENT

A Workforce Development Coordinator (WDC) should be part of the Environmental Education Team assigned to this contract. The WDC would work closely not only with the EE Team but also the Community Outreach Team made up of city employees.

The contractor will integrate career connections in units, especially for upper elementary, middle and high school students, for both classroom-based and OST programming. As such, the WDC will be the primary coordinator of the career panels for the related units, in close collaboration with the city's contract manager. (All requests for staff to participate in a career panel will have to be approved by the appropriate division director, likely with that request going through the city's contract manager.) Additionally, the WDC will work with Fayette County Public Schools on career days and similar opportunities, highlighting the broad spectrum of jobs related to the work of EQPW.

The WDC will collaborate with city staff to develop and implement a successful job training, shadowing and internship program for high school students that provides connections to the full spectrum of jobs within EQPW.

The Workforce Development Coordinator will work with Fayette County Public Schools, Bluegrass Community Technical College, the University of Kentucky, Transylvania University and other regional institutions to identify interns, career pathways leading to EQPW jobs and job training opportunities for current or potential staff.

The WDC will work with other government entities, job training and placement agencies, and other appropriate partners to identify funding sources that can support potential and current employees in acquiring the skills they need to succeed in their desired EQPW job.

The contractor will work with the Community Outreach Team and others (councilmembers, libraries, community centers, etc.) to offer opportunities that will benefit EQPW-related workforce development efforts for adults across Fayette County, such as offering a career booth at city-sponsored events like Truck-a-Palooza or at community-based events like an apartment outreach day.

These career connections and opportunities will have a strong emphasis on diversity, equity and inclusion.

Timeline and Targets

Many of the workforce development objectives will be integrated in other aspects of the contract and will be promoted and timed accordingly. Each upper elementary, middle and high school unit should have a corresponding career component. Similarly, career highlights should be central to the OST programming as it is developed.

The contractor will work with city staff to ensure EQPW is well-represented at career fairs offered by FCPS, BCTC and other community partners as they are offered.

A pilot version of the high school jobs program should be ready for rollout in the 2025-2026 school year. The framework of the program should be established by October 2024.

The city acknowledges that building an effective, sustainable pipeline for employees takes time. The expectation is that there is concrete and measurable progress on this front by the end of the full contract timeframe (i.e., including renewals). Examples of progress and outcomes include programs with community partners that have resulted in employee placement, students who have gone through the jobs program and are working for EQPW and students actively in the process of completing training that would qualify them for an EQPW job.

Budget and Invoicing

The contractor should account for all expenses related to the workforce development program. These expenses include, but are not necessarily limited to:

1. Contractor time
2. Contractor staff transportation
3. Materials for career fairs and other job-related outreach
4. Stipends for students in the job training program (intern pay would come from city budgets)

Costs, except for contractor staff time and travel, are covered by a $35,000 budget with only $5,000 available the first fiscal year and $15,000 available the second fiscal year. The first year is planning. The second year is a pilot. Beyond that, the program will be capped at 30 students unless there is demand and funding. This budget assumes $500 stipends for each semester of the program. Summer internship payments are not paid for through this contract. Aspects of this program may be dependent on additional funding being made available through the city budget.

Reporting

Career panels should be reported with the classroom or youth outreach activities. A list of participating panelists should be maintained.

Participation at career fairs – both city staff and students – should be noted for each fair with an estimated number of attendees. Additionally, notes on interest and engagement should be made to help with planning for future fairs.

Participation in the high school job training program will be tracked and documented accordingly. Details will be determined as the program is developed and piloted.

A system for identifying applicants and new hires associated with the WDC will need to be established to demonstrate justification for the position and related programs.

TRANSPORTATION OUTREACH

A Transportation Outreach Specialist (TOS) should be part of the Environmental Education Team assigned to this contract. The TOS would work closely not only with the EE Team, but also the Community Outreach Team made up of city employees, as well as staff employed by the Lexington Area Metropolitan Planning Organization (LexArea MPO) who are based in the Division of Planning.

The contractor will develop transportation-focused units, for both classrooms and OST contexts. These units may focus specifically on cycling, pedestrian and/or scooting safety. There may also be a unit(s) developed with a broader focus on planning. (The planning unit could focus on several contract topics including stormwater, transportation, waste management, etc.) The TOS will be the primary educator for transportation-related units, though the OST Coordinator and Educators may also lead these units once trained.

The TOS will collaborate with city staff to develop and implement events that promote behavior change in relation to transportation safety and mode. Key decisions (dates, locations, etc.) will be made in coordination with the Community Outreach Team and the LexArea MPO. Examples of such events include: Glow Ride; Bike Month and related events (Bike to Work Week, Streetfest, guided rides, etc.); Cycle September and related events; and stand-alone Safe Cycling courses. The PIE events calendar in typically set 8 months to 1 year in advance. FY 2025 major transportation-related events tentatively include:

- August 2024: back to school rides/safe routes to school events
- September 2024: Cycle September, a series of events and outreach efforts aimed at encouraging people to ride
- November 2, 2024: Glow Ride
- March 22, 2025: Hot Chocolate Ride, a part of Earth Hour
- May 2025: Bike Month, a series of events and outreach efforts aimed at promoting safe cycling; Streetfest is the cornerstone event of the month, tentatively planned for May 10

Thanks to generous grants from the Paula Nye Memorial Grant Fund and the Bluegrass Cycling Club, the city has a bicycle library and trailer that can be used for both K-12 outreach and events. Most of the bikes are child-sized, though there are some adult bikes as well. The TOS will be responsible for maintaining the bikes in the library. The TOS will have to coordinate with city staff to transport the trailer, as contractors cannot drive city vehicles or otherwise transport city-owned trailers. There are opportunities to expand the bike library through additional grants.

The transportation outreach will focus primarily on Fayette County, though the transportation curriculum and bike library loan program will be made available to Jessamine County schools and other residents in the MPO service area as capacity allows.

Timeline and Targets

The K-12 transportation outreach timing and targets will be consistent with and integrated in the timelines and targets stated in those sections above.

The event-based timelines are stated above. Targets include maintaining or growing participation in those transportation-related events.

Budget and Invoicing

The contractor should account for all expenses related to the K-12 transportation outreach program. These expenses include, but are not necessarily limited to:

1. Contractor time
    a. Developing, updating and leading transportation outreach lessons and activities
    b. Coordinating transportation outreach events
    c. Relationship building with potential partners
    d. Scheduling lessons, activities, field trips and events
    e. Training others in lessons and activities
    f. Assessing and revamping transportation outreach efforts
    g. Purchasing supplies and paying for services
    h. Maintaining the bike library
2. Contractor staff transportation
3. Lesson/activity supplies and expenses
4. Field trip transportation
5. Food and drink as appropriate for the context

All K-12 (classroom and OST) costs except contractor staff time and transportation are included in the respective budgets on the budget planning document. An additional $8,000 of funds are available for the bike library, bike maintenance and allowable event-related expenses. Additional external funds (i.e., grants) may become available for transportation efforts during the contract period and will be made available accordingly. The arrangement for these grants may include the contractor serving as the fiscal agent for the city's application.

Reporting

Classroom and OST reporting for transportation outreach will be consistent with other reporting in those categories. The TOS will use the city's event tracking system to document event outcomes.

OUTREACH TRAILERS

The department has several outreach trailers that will be available for the contractor's use. The contractor will work alongside city staff to develop materials, activities and lessons that can be conducted from the trailer in K-12 and OST settings and (ideally) modified for other settings and audiences.

City staff will be required to transport the trailer. The EE Team will be responsible for coordinating with city staff to schedule the use and transportation of the trailer.

Timeline and Target

Developing materials for the trailer will be an ongoing effort. Its integration in classroom-based units and OST will be consistent with the timelines stated above. Related targets are embedded in the K-12 and OST targets.

Budget and Invoicing

The contractor should account for all expenses related to their use of the outreach trailers. These expenses include, but are not necessarily limited to:

1. Contractor time
2. Contractor staff transportation
3. Lesson and activity supplies related to classroom-based and OST outreach

Contractor-related expenses for the trailer are accounted for in the classroom and OST budgets. The contractor is only responsible for supplies and activities that are central to their efforts. Other trailer-related expenses will be paid for directly by the city.

Reporting

Reporting will be consistent with reporting for K-12 classroom and OST reporting.

ASSESSMENT

The contractor will be responsible for providing multi-level assessment for all aspects of this Scope of Work. Assessment will focus on participant satisfaction and educational outcomes as well as knowledge, attitudes, beliefs and behaviors related to EQPW goals. The contractor will gather feedback from teachers/partners after each lesson/activity and again after the unit is complete. Similarly, students will be assessed at the lesson/activity and unit levels. Additionally, the EE Manager will be responsible for evaluating each member of the EE Team to providing constructive feedback for improvement. The PIE Section Manager and the EE Team will assess the EE Manager. All core contract staff, along with PIE city staff, have the opportunity to assess the PIE Section Manager.

Assuming city funds are available, DES intends to hire an outside consultant to assess the long-term impact of these programs. The contractor will support these efforts.

Generally, assessment should be integrated into all aspects of this Scope, with an eye on constant improvement – increased effectiveness from a department perspective, increased reach, improved educational outcomes and/or reduced burden on teachers and community partners. All programs and assessments should be grounded in research-based best practices.

Timeline and Promotion

Assessment plans should be fully implemented by the spring semester of the 2024-2025 academic year.

Targets

Ideally, 100% of teachers/partners will complete the assessments. Several reminders may need to be sent to encourage completion of the surveys, and care must be taken to make the assessments easy and quick to complete. The contractor should track participation to help us target follow up requests and understand the reliability of the data.

Ultimately, completion of the post-lesson/post-unit assessments may be a requirement for receiving the free service moving forward, though that is not how the evaluation program will be rolled out. This requirement will only become necessary if demand for lessons exceeds the city's ability to provide them with the resources (including contractor time) available.

All core contract staff must be assessed once a year.

Budget

There should not be expenses related to this portion of the Scope of Work outside of contractor time. The city will provide the contractor with access to survey software.

Reporting

All assessment raw data will be provided to the city. An end of year report summarizing the data, coupled with related recommendations, will be presented to the city each June.

At the beginning of each school year, classroom-based and OST partners should receive information on programmatic updates and a summary of how (when applicable) their feedback and student assessments contributed to those changes.

APPENDIX A: Position Descriptions and Salary, Benefit Suggestions

Offer Guidance

Below are suggested guidelines for calculating salary offers above the baseline salary, loosely based on the LFUCG HR processes.

1. The hire rate for a new employee meeting the minimum experience requirements is the entry rate of the salary range to which the job classification is assigned.
2. New employees, whose experience and credentials can be verified, may be placed in the range according to their experience, educational credentials, certifications and other specialized skills.
3. New hiring rates (or re-hires) may consider relevant experience and education that can be verified by Human Resources. Starting salaries may be considered based on:
    a. Years of relevant experience beyond the minimums
    b. Years of related education beyond the minimums
4. Special skills, such as fluency in a target language (determined by the top five most spoken languages in Lexington according to Global Lex), may also be considered when calculating salary offers.

Benefits Guidance

This is a contract with up to four one-year renewal options due to the importance of relationship building. Therefore, minimizing staff turnover is also important. That is why market-appropriate salaries and fair benefits are key to the success of the EE program.

Ideally, the selected contractor will offer versions of the following:

- Medical insurance, including dental and vision
- Paid holidays
- Paid sick leave*
- Paid vacation leave*
- Employer retirement contributions
- Overtime or compensatory time (comp time preferred when allowed)
- Family leave policy

* Paid personal leave in lieu of sick and vacation leave is acceptable.

Environmental Education Manager Position Description

Job Overview: <Contractor> is seeking an enthusiastic individual to work with the Lexington-Fayette Urban County Government (LFUCG) Department of Environmental Quality and Public Works (EQPW) on their K-12 environmental education program.

The Environmental Education (EE) Manager will work closely with the Public Information and Engagement Section Manager to develop, implement and assess a robust, engaging K-12 outreach program in Lexington-Fayette County. Waste management, water quality (stormwater and sanitary sewers), sustainability and transportation are the focal topics for the program. The EE Manager will oversee a team of educators along with a Transportation Outreach Specialist and a Workforce Development Coordinator with the latter two positions having a dual reporting structure. The EE Manager will ensure that educators are trained on the curriculum and field trips for school-based and Out-of-School Time (OST) programs. They will lead teacher professional development, and be responsible for developing key, strategic relationships both at the school and district levels. The EE Manager will support the K-12 outreach efforts of the Transportation Outreach Specialist. They will also support the Workforce Development Coordinator in integrating EQPW careers into the K-12 curriculum and in executing job training opportunities for high school students. The selected applicant will have professional development opportunities, along with the ability to network with professionals throughout the service area and state of Kentucky.

The position will be based in the Division of Environmental Services' offices in Lexington, KY. If you would like to have a significant impact and work with an amazing team, we encourage you to apply! Learn more about the work we do at LexingtonKy.gov/EE.

For any questions about place, policies, and/or position, please contact <contract point> to schedule an informal phone conversation prior to applying.

Summary of Essential Job Functions:

- K-12 Environmental Education: develop K-12 school-based curriculum including unit-focused experiences; train staff on curriculum and field trips; ensure staff have the supplies they need to carry out lessons and activities; build direct relationships with Fayette County Public Schools staff related to curriculum and workforce readiness coordination; substitute for education staff when needed
- Teacher Training: plan and lead Teachers' Environmental Academy; develop plan for ongoing engagement with TEA participants; maintain relationships with past TEA participants; recruit new TEA participants; plan and conduct other PD for teachers based on program priorities and strategic opportunities
- Out-of-School Time: develop K-12 OST units including unit-related experiences; train staff on units and field trips; ensure staff have the supplies they need to carry out

activities; build relationships with existing OST programs, particularly those that serve disadvantaged communities; substitute for education staff when needed; manage OST schedule

- Field Trips: develop/review protocols, create (with support of other city staff) signage and "scripts" for field trip sites such as the Recycle Center, Haley Pike Waste Management Facility (capped landfill and compost pad), Town Branch Wastewater Treatment Plant, West Hickman Wastewater Treatment Plant, watershed sampling sites and other appropriate sites as they are identified; train others to lead field trips; lead some of the field trips; reimburse public schools for buses and substitute teachers
- Intern/Job Shadow program: coordinate with the Workforce Development Coordinator to integrate career development into the K-12 units; facilitate relationships between FCPS and the WDC to help establish a pipeline of students interested in and prepared/ing for EQPW careers; oversee the WDC in the creation and implementation of a job training program for high school students
- Assessment: assess other contractors involved in K-12 outreach on behalf of EQPW; track classroom/OST participation for recognition and reach; evaluate impact and effectiveness of lessons and programs

Required Qualifications:

- Teaching credentials, either formal or non-formal (e.g., certified Environmental Educator)
- Bachelor's degree **AND** seven years education and/or management experience **OR** a master's degree in a related field plus five years of education and/or management experience **OR** a PhD plus two years of education and/or management experience
- Minimum 5 years of formal or non-formal teaching experience (in addition to any years used to meet the criteria above); must be identifiable in supplied resume
- Strong understanding of educational standards, curriculum development and assessment
- Self-directed team player who gets things done
- Strong organizational skills with the ability to manage multiple projects concurrently
- Ability to work and effectively communicate with a wide range of people including staff (administrative and operational), teachers, community partners, students, volunteers and elected officials
- Dedication to equity in education and outreach
- Knowledge of culturally relevant teaching strategies
- Ability to work outdoors and complete physically demanding tasks
- Comfortable with standard software and programs such as Microsoft Word, Excel, PowerPoint, and Outlook as well as Google Drive, Dropbox
- Ability to work some evenings, weekends and holidays to meet work objectives
- Willingness to undergo a background check

- A valid driver's license and reliable access to a vehicle (educators are responsible for getting to/from school and OST programs); mileage is reimbursed according to the KY state mileage rate

Desired Qualifications:

- Program and personnel management experience
- Demonstrated understanding of stormwater, waste management and/or transportation issues
- Experience teaching K-12 grades in a formal or non-formal setting
- Experience with culturally responsive pedagogy and trauma-informed teaching
- Demonstrated commitment to cultivating diversity and equity in environmental education and to enacting best practices in youth education and development
- High level of comfort riding a bicycle within an urban setting
- Bilingual

Pay:
Equivalent to an LFUCG 522 grade with a base pay of $60,136.96 with adjustments made for experience and skill beyond the minimum

- Maximum potential starting pay is $75,171.20

Compensation and Benefits:
Full-time, exempt position working 40 hours per week.

Environmental Educator Position (Grade 1) Position Description

Job Overview: <Contractor> is seeking an enthusiastic individual to work with the Lexington-Fayette Urban County Government (LFUCG) Department of Environmental Quality and Public Works (EQPW) on their K-12 environmental education program.

The Environmental Educator will work closely with the Environmental Education Manger to implement a robust, engaging K-12 outreach program in Lexington-Fayette County. Waste management, water quality (stormwater and sanitary sewers), sustainability and transportation are the focal topics for the program. The educator will be involved in direct outreach to students, primarily elementary school students, and will be the lead facilitator for many program-related field trips. The selected applicant will have professional development opportunities, along with the ability to network with professionals throughout the service area and state of Kentucky.

The position will be based in the Division of Environmental Services' offices in Lexington, KY. If you would like to have a significant impact and work with an amazing team, we encourage you to apply! Learn more about the work we do at LexingtonKy.gov/EE.

For any questions about place, policies, and/or position, please contact <contract point> to schedule an informal phone conversation prior to applying.

Summary of Essential Job Functions:

- School-based Environmental Education: prepare and lead lessons as a part of the units of study in classroom setting, with a focus on elementary school education
- Field Trips: facilitate field trips to sites such as the Recycle Center, Haley Pike Waste Management Facility (capped landfill and compost pad), Town Branch Wastewater Treatment Plant, West Hickman Wastewater Treatment Plant, watershed sampling sites and other appropriate sites as they are identified
- OST: prepare and lead activities related to the Out of School Time program – both afterschool and summer
- Workforce Development: connect K-12 units to careers, especially careers related to city jobs; work with the Workforce Development Coordinator on career panels, career days and similar opportunities
- School & Teacher Support: assist with school events such as STEM nights; conduct school/classroom waste audits and offer guidance on addressing problems; support after school clubs related to contract objectives (e.g., Green Team, Recycle Club); help with teacher professional development opportunities
- Some evening and weekend work is required

Required Qualifications:

- Bachelor's degree **OR** 5 years of environmental education experience **OR** 3 years of environmental education experience and an environmental education certificate
- Self-directed team player who gets things done
- Strong organizational skills with the ability to manage multiple projects concurrently
- Ability to work and effectively communicate with a wide range of people including staff (administrative and operational), teachers, community partners, students, volunteers and elected officials
- Dedication to equity in education
- Knowledge of culturally relevant teaching strategies
- Ability to work outdoors and complete physically demanding tasks
- Comfortable with standard software and programs such as Microsoft Word, Excel, PowerPoint, and Outlook as well as Google Drive, Dropbox
- Ability to work some evenings, weekends and holidays to meet work objectives
- Willingness to undergo a background check
- A valid driver's license and reliable access to a vehicle (educators are responsible for getting to/from lessons and programs); mileage is reimbursed <contractor rate>

Desired Qualifications:

- Demonstrated understanding of sustainability, sanitary sewer systems, stormwater, waste management and/or transportation
- Experience teaching K-12 grades in a formal setting
- Teaching credentials, either formal or non-formal (e.g., certified Environmental Educator)
- Experience with culturally responsive pedagogy and trauma-informed teaching
- Demonstrated commitment to cultivating diversity and equity in environmental education and to enacting best practices in youth education and development
- High level of comfort riding a bicycle within an urban setting
- Bilingual

Pay:
Equivalent to an LFUCG 514 grade with a base pay of $40,703 with adjustments made for experience and skill beyond the minimum

- Pay would be adjusted for work schedules less than 40 hours per week
- Maximum potential starting pay is $50,878.88 (mid-range)

Compensation and Benefits:
Full-time, exempt position working 40 hours per week. <insert benefit description; option for 32 hour work week, with benefits adjusted, if open to that>

Environmental Educator Position (Grade 2) Position Description

Job Overview: <Contractor> is seeking an enthusiastic individual to work with the Lexington-Fayette Urban County Government (LFUCG) Department of Environmental Quality and Public Works (EQPW) on their K-12 environmental education program.

The Environmental Educator will work closely with the Environmental Education Manger to develop, implement, and assess a robust, engaging K-12 outreach program in Lexington-Fayette County. Waste management, water quality (stormwater and sanitary sewers), sustainability and transportation are the focal topics for the program. The educator will be involved in direct outreach to students and will be the lead facilitator for many program-related field trips and teacher professional development. The selected applicant will have professional development opportunities, along with the ability to network with professionals throughout the service area and state of Kentucky.

The position will be based in the Division of Environmental Services' offices in Lexington, KY. If you would like to have a significant impact and work with an amazing team, we encourage you to apply! Learn more about the work we do at LexingtonKy.gov/EE.

For any questions about place, policies, and/or position, please contact <contract point> to schedule an informal phone conversation prior to applying.

Summary of Essential Job Functions:

- School-based Environmental Education: assist in developing educational units for classroom use; prepare and lead lessons and field trips as a part of the units of study in classroom settings; assess lessons and units at both the teacher and student level
- Field Trips: facilitate field trips to sites such as the Recycle Center, Haley Pike Waste Management Facility (capped landfill and compost pad), Town Branch Wastewater Treatment Plant, West Hickman Wastewater Treatment Plant, watershed sampling sites and other appropriate sites as they are identified
- OST: assist with the development of the Out of School Time curriculum; prepare and lead OST activities – both afterschool and summer
- Workforce Development: connect K-8 units to careers, especially careers related to city jobs; work with Workforce Development Coordinator on career days and similar opportunities.
- School & Teacher Support: assist with school events such as STEM nights; conduct school/classroom waste audits and offer guidance on addressing problems; support after school clubs related to contract objectives (e.g., Green Team, Recycle Club)
- Teacher Training: (co)lead the Teachers' Environmental Academy, a week-long program aimed to equip classroom teachers with the knowledge and materials to teach about EQPW-related topics in their classrooms; recruit new TEA participants; assist with ongoing engagement of TEA alumni; conduct other PD for teachers based on program priorities

- Some evening and weekend work is required

Required Qualifications:

- Teaching credentials, either formal or non-formal (e.g., certified Environmental Educator)
- Bachelor's degree **AND** five years teaching experience **OR** a master's degree in a related field plus three years of environmental education experience **OR** a PhD
- Minimum 5 years of formal or non-formal teaching experience (in addition to any years used to meet the criteria above); must be identifiable in supplied resume
- Strong understanding of educational standards, curriculum development and assessment
- Self-directed team player who gets things done
- Strong organizational skills with the ability to manage multiple projects concurrently
- Ability to work and effectively communicate with a wide range of people including staff (administrative and operational), teachers, community partners, students, volunteers and elected officials
- Dedication to equity in education
- Knowledge of culturally relevant teaching strategies
- Ability to work outdoors and complete physically demanding tasks
- Comfortable with standard software and programs such as Microsoft Word, Excel, PowerPoint, and Outlook as well as Google Drive, Dropbox
- Ability to work some evenings, weekends and holidays to meet work objectives
- Willingness to undergo a background check
- A valid driver's license and reliable access to a vehicle (educators are responsible for getting to/from school and OST programs); mileage is reimbursed according to the KY state mileage rate

Desired Qualifications:

- Demonstrated understanding of stormwater, waste management and/or transportation issues
- Experience teaching K-12 grades in a formal setting
- Experience with culturally responsive pedagogy and trauma-informed teaching
- Demonstrated commitment to cultivating diversity and equity in environmental education and to enacting best practices in youth education and development
- High level of comfort riding a bicycle within an urban setting
- Bilingual

Pay:
Equivalent to an LFUCG 518 grade with a base pay of $49,474.88 with adjustments made for experience and skill beyond the minimum

- Pay would be adjusted for work schedules less than 40 hours per week
- Maximum potential starting pay is $61,844.64

Compensation and Benefits:
Full-time, exempt position working 40 hours per week. <insert benefit description; option for 32 hour work week, with benefits adjusted, if open to that>

NOTE: The OST Coordinator position description would be similar to an Environmental Educator, Grade 2. However, this may be a part-time position rather than a full-time one (i.e., 20-24 hours/week average).

Transportation Outreach Specialist Position Description

Job Overview and Requirements: <Contractor> is seeking an enthusiastic individual with a passion for our mission to work with the Lexington-Fayette Urban County Government (LFUCG) Department of Environmental Quality and Public Works (EQPW) and the Lexington Area Metropolitan Planning Organization (LexArea MPO) on their transportation outreach education program.

The Transportation Outreach Specialist will work closely with the Environmental Education Manager to develop, implement and assess a robust, engaging K-12 outreach program for the MPO service area, which includes Lexington-Fayette County and Jessamine County. Most time is spent in Fayette County. Safe cycling and alternative transportation are the focal topics for the program with some attention also given to planning. These K-12 efforts will take place in both school and out-of-school time contexts. The TOS will be involved in direct outreach to students, including leading lessons, field trips, camps and more. The selected applicant will have professional development opportunities, along with the ability to network with professionals throughout the service area and state of Kentucky.

The TOS will also work closely with the Community Outreach Team to plan transportation-related events such as Bike Month, Glow Ride and LCI trainings.

The position will be based in the Division of Environmental Services' office in Lexington, KY. If you would like to have a significant impact and work with an amazing team, we encourage you to apply! Learn more about the work we do at LexingtonKy.gov/EE.

For any questions about place, policies, and/or position, please contact <contract point> to schedule an informal phone conversation prior to applying.

Summary of Essential Job Functions:

- School-based Bicycle Education: serve as the primary educator for school-based and OST bicycle education programs; manage and maintain the bicycle library
- Alternative Transportation Event Planning: plan and execute alternative transportation-focused events for the public such as Hot Chocolate Ride, Bike Month, Streetfest, Cycle September, Glow Ride and LCI trainings
- Camps: lead camps related to bicycle safety
- Safe Streets: lead trail rides for youth and adults as part of broader programming efforts; provide cycling safety lessons in conjunction with Safe Streets-focused events; coordinate with other staff to get bike trailer and lessons to schools
- Teacher Training: assist Environmental Education Manager in facilitating workshops for teachers focused on safe cycling, alternative transportation and planning
- Some evening and weekend work is required

Required Qualifications:

- Bachelor's degree **OR** 5 years of transportation outreach experience **OR** 3 years of transportation outreach experience and certification as a League Cycling Instructor
    - Minimum 1 year of formal or non-formal teaching experience; must be identifiable in supplied resume
- High level of comfort riding a bicycle within an urban setting
- Strong organizational skills with the ability to manage multiple projects concurrently
- Ability to work and effectively communicate with a wide range of people including staff (administrative and operational), teachers, community partners, students, volunteers and elected officials
- Self-directed team player who gets things done
- Dedication to equity in education
- Knowledge of culturally relevant teaching strategies
- Ability to work outdoors and complete physically demanding tasks
- Comfortable with standard software and programs such as Microsoft Word, Excel, PowerPoint, and Outlook as well as Google Drive, Dropbox
- Ability to work some evenings, weekends and holidays to meet work objectives
- Willingness to undergo a background check
- A valid driver's license and reliable access to a vehicle (TOS is responsible for getting to/from school and OST programs); mileage is reimbursed <contractor rate>

Desired Qualifications:

- Demonstrated understanding of transportation and planning issues
- High level of comfort riding a bicycle within an urban setting
- Experience teaching K-12 students in a formal or informal setting
- Experience planning large events
- Teaching credentials, either formal or non-formal (e.g., certified Environmental Educator)
- League Certified Instructor with the League of American Bicyclists
- Experience with culturally responsive pedagogy and trauma-informed teaching
- Demonstrated commitment to cultivating diversity and equity in community outreach and education practices
- Bilingual

Pay:
Equivalent to an LFUCG 514 grade with a base pay of $40,703 with adjustments made for experience and skill beyond the minimum

- Pay would be adjusted for work schedules less than 40 hours per week
- Maximum potential starting pay is $50,878.88 (mid-range)

Compensation and Benefits:
Full-time, exempt position working 40 hours per week. <insert benefit description; option for 32 hour work week, with benefits adjusted, if open to that>

Workforce Development Coordinator** Position Description

Job Overview and Requirements: <Contractor> is seeking an enthusiastic individual with a passion for our mission to work with the Lexington-Fayette Urban County Government (LFUCG) Department of Environmental Quality and Public Works (EQPW) on workforce development efforts.

The Workforce Development Coordinator will work closely with the Environmental Education Team to facilitate connections between the K-12 curriculum and EQPW jobs, including coordinating career panels, and attending school/district-sponsored career fairs. They will build and oversee a high school job training, shadowship and internship program for EQPW. Waste management, water quality (stormwater and sanitary sewers), and transportation are the focal topics for the program. They will work with the Community Outreach Team to promote jobs and assist with applications at appropriate city or community-sponsored events such as Truck-a-Palooza. The WDC will work with the Marketing Team to develop assets that highlight target career/career paths such as web text, videos and print publications. The WDC will build partnerships with entities offering job training funds, job training courses and career placement services to help bridge those in need of work to the skills necessary to succeed in EQPW jobs.

The selected applicant will have professional development opportunities, along with the ability to network with professionals throughout the service area and state of Kentucky.

The position will be based in the Division of Environmental Services' office in Lexington, KY. If you would like to have a significant impact and work with an amazing team, we encourage you to apply! Learn more about the work we do at LexingtonKy.gov/EE.

For any questions about place, policies, and/or position, please contact <contract point> to schedule an informal phone conversation prior to applying.

Summary of Essential Job Functions:

- School-based workforce development: work with EE staff to connect K-12 units to careers, especially careers related to city jobs; work with EE staff to coordinate career panels; work with Fayette County Public Schools on career days and similar opportunities
- Relationship building: build relationships with FCPS, local colleges and local universities to facilitate the connection of students to EQPW-related careers; build relationships within EQPW to deeply understand the work done, skills needed, workforce development opportunities, and advancement paths available; build relationships with granting, job training and job placement agencies
- High school job training and exploration: develop and coordinate a program for high school students to participate in job training, shadowships and internships with a focus on students from underserved populations; recruit and train city staff members as

partners in the shadow and internships components of the program, providing connections to the full spectrum of jobs within the EQPW; develop and implement guidelines and processes for student and staff participants
- Community outreach: attend city- and community-organized events to promote job opportunities with EQPW; assist interested parties in obtaining necessary training and/or applying for jobs
- Marketing: work with the marketing team or other contractors to design assets that help convey and highlight the careers/careers paths available within EQPW
- Apprenticeship program: develop opportunities for high school graduates and college students/graduates (particularly from underserved populations) to secure an apprenticeship position within the department; develop and implement guidelines for each type of apprenticeship pathway; seek funding for associated training
- Tracking and assessment: provide feedback opportunities for both students and host site staff; make program adjustments accordingly

Required Qualifications:

- Bachelor's degree **OR** 5 years of workforce development experience **OR** 3 years of workforce development experience and a relevant workforce development certification from an accredited institution
    - Minimum 1 year of workforce development experience
- Self-directed team player who gets things done
- Strong organizational skills with the ability to manage multiple projects concurrently
- Ability to work with and effectively communicate with a wide range of people including staff (administrative and operational), teachers, community partners, students, volunteers, and elected officials
- Dedication to equity
- Knowledge of culturally relevant strategies for working with youth
- Ability to work outdoors and complete physically demanding tasks
- Comfortable with standard software and programs such as Microsoft Word, Excel, PowerPoint, and Outlook as well as Google Drive, Dropbox
- Ability to work some evenings, weekends and holidays to meet work objectives
- Willingness to undergo a background check
- A valid driver's license and reliable access to a vehicle (WDC is responsible for getting to/from school and OST programs); mileage is reimbursed <contractor rate>

Desired Qualifications:

- Demonstrated understanding of workforce development in public works and/or environmental fields
- Established relationships with job training funding entities and/or job training sites
- Experience seeking, writing and administrating grants
- Demonstrated commitment to cultivating diversity and equity in the workforce and to enacting best practices in youth education and development
- Bilingual

Pay:
Equivalent to an LFUCG 518 grade with a base pay of $49,474.88 with adjustments made for experience and skill beyond the minimum

- Pay would be adjusted for work schedules less than 40 hours per week
- Maximum potential starting pay is $61,844.64

Compensation and Benefits:
Full-time, exempt position working 40 hours per week. <insert benefit description; option for 32 hour work week, with benefits adjusted, if open to that>

** A coordinator has the experience and ability to complete complex tasks independently in a timely manner while meeting high standards. The need for oversight should be minimal once the staff person is onboarded. If a candidate meeting the coordinator requirements cannot be found, a specialist position may be offered instead.

Pay:
Equivalent to an LFUCG 514 grade with a base pay of $40,703 with adjustments made for experience and skill beyond the minimum

- Pay would be adjusted for work schedules less than 40 hours per week
- Maximum potential starting pay is $50,878.88 (mid-range)

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT (AWARDED PURSUANT TO RFP 37-2024) WITH THE KENTUCKY ASSOCIATION FOR ENVIRONMENTAL EDUCATION TO PROVIDE ENVIRONMENTAL EDUCATION SERVICES FOR FY 2025, WITH THE OPTION FOR FOUR (4) ONE (1) YEAR EXTENSIONS, A COST NOT TO EXCEED $517,636.27 IN FY 2025.

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 (awarded pursuant to RFP 37-2024), which is attached hereto and incorporated herein by reference, with the Kentucky Association for Environmental Education to provide environmental education services for FY 2025.

Section 2 – That an amount, not to exceed the sum of $517,636.27 in FY 2025, be and hereby is approved for payment, from accounts # 1101-313201-3094-71299 ($30,000); 1101-313201-3095-71299 ($4,740); 1115-313201-3095-71299 ($181,896.27); 4002-313201-3095-71299 ($63,000); 4051-313201-3095-71299 ($158,000); 3160-160705-0001-71299 ($80,000), pursuant to the terms of the Agreement and subject to the appropriation of sufficient funds in future fiscal years.

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
0724-24:EPT_4879-6468-6543, v. 1

RESOLUTION NO. 395 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT (AWARDED PURSUANT TO RFP 37-2024) WITH THE KENTUCKY ASSOCIATION FOR ENVIRONMENTAL EDUCATION TO PROVIDE ENVIRONMENTAL EDUCATION SERVICES FOR FY 2025, WITH THE OPTION FOR FOUR (4) ONE (1) YEAR EXTENSIONS, A COST NOT TO EXCEED $517,636.27 IN FY 2025.

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 (awarded pursuant to RFP 37-2024), which is attached hereto and incorporated herein by reference, with the Kentucky Association for Environmental Education to provide environmental education services for FY 2025.

Section 2 – That an amount, not to exceed the sum of $517,636.27 in FY 2025, be and hereby is approved for payment, from accounts # 1101-313201-3094-71299 ($30,000); 1101-313201-3095-71299 ($4,740); 1115-313201-3095-71299 ($181,896.27); 4002-313201-3095-71299 ($63,000); 4051-313201-3095-71299 ($158,000); 3160-160705-0001-71299 ($80,000), pursuant to the terms of the Agreement and subject to the appropriation of sufficient funds in future fiscal years.

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

PASSED URBAN COUNTY COUNCIL: July 9, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0724-24:EPT_4879-6468-6543, v. 1

CONTRACT FOR SERVICES

THIS CONTRACT, MADE AND ENTERED INTO THIS ____ DAY OF _____, 2024, BY AND BETWEEN THE **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ("LFUCG")**, ON BEHALF OF ITS DIVISION OF ENVIRONMENTAL SERVICES (CLIENT) AND **KENTUCKY ASSOCIATION FOR ENVIRONMENTAL EDUCATION** OF ELIZABETHTOWN, KY (CONSULTANT).

WHEREAS, the Lexington-Fayette Urban County Government (LFUCG) intends to proceed with environmental education programs in Lexington, Kentucky, with a strong emphasis on sustainability, waste management, water quality and transportation, in furtherance of the Public Education and Public Involvement component of LFUCG's stormwater program, and consistent with LFUCG's MS4 permit with the Commonwealth of Kentucky; and

WHEREAS, Kentucky Association for Environmental Education was selected by LFUCG based upon its response to Lexington-Fayette Urban County Government Request for Proposal #37-2024 for Environmental Education Services for the LFUCG Division of Environmental Services; and

WHEREAS, this Contract describes the scope of services to be provided by Kentucky Association for Environmental Education and the compensation for said services;

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, and the payment for those services by LFUCG as set forth herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES.

a. Kentucky Association for Environmental Education will serve as the Environmental Education Coordinator and Provider to LFUCG and its constituents throughout Fayette County.

b. Specific activities to be provided by Kentucky Association for Environmental Education may include but not be limited to: updating and utilizing the exiting curriculum for K-12 classrooms; developing and utilizing protocols, scripts and signage for field trip sites; assisting in the development of hands-on materials and activities for classrooms and tabling; developing and executing

programming in collaboration with community partners that serve youth outside of school time; evaluating educators, lessons, field trips and units of study through observation, surveys and other assessment tools; making adjustments based on assessment results; cooperating with LFUCG and outside agencies working on longitudinal studies related to the impact of the EE program; developing and leading professional development for classroom teachers, including but not limited to the Teachers' Environmental Academy; developing ongoing engagement opportunities for teachers who participate in LFUCG-sponsored PD; purchasing supplies for EE efforts and distributing them appropriately; reimbursing schools for appropriate expenses such as buses and substitutes related to field trips; connecting K-12 units to careers, especially careers related to city jobs; coordinating career panels for middle and high school students; working with Fayette County Public Schools on career days and similar opportunities; partnering with FCPS to facilitate LFUCG-related job training, shadowships and internships; and collaborating with city staff members to develop and implement successful job shadowing and internship programs for students that provide connections to the full spectrum of jobs within the city ("Project"). These tasks are as described in Lexington-Fayette Urban County Government RFP #37-2024 and Kentucky Association for Environmental Education's Proposal in response to said RFP, both of which are incorporated herein by reference as if fully set forth herein. All activities undertaken on behalf of LFUCG will be performed only at the specific and stated direction of LFUCG.

c. LFUCG may desire to have the Kentucky Association for Environmental Education perform work or render services in connection with this Project other than those provided in subsection (b) of this Agreement. Such work shall be considered as "Additional Services", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the LFUCG gives written authorization. Should the LFUCG find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the Kentucky Association for Environmental Education shall make such revisions as directed, in writing, by the LFUCG. This work shall be considered as "Additional Services" and shall be paid as such. All "Additional Services" are subject to prior written authorization of LFUCG and necessary appropriations made by the Lexington Fayette Urban County Council.

2. COMPENSATION.

For the services described in response to RFP #37-2024 by Kentucky Association for

Environmental Education, Kentucky Association for Environmental Education shall be compensated for Coordination and Administrative Services in an estimated amount not to exceed $517,636.27 in FY 2025. A summary of billing activity and related reports will be delivered to LFUCG on a monthly basis.

3. TERM OF AGREEMENT.

The contract period shall begin on July 1, 2024 and extend through June 30, 2025, with the option for four automatic 1-year contract extensions, if sought by the LFUCG, and contingent upon funding availability. The contract can be terminated with 30 days written notice by either party (CLIENT or CONSULTANT). If the contract is terminated by either party, LFUCG agrees to pay all fees and expenses incurred in accordance with this Agreement through the effective date of termination. All materials or information acquired or produced by Kentucky Association for Environmental Education or its representatives in its performance of services under this Agreement shall remain the sole property of Kentucky Association for Environmental Education until payment is received by Kentucky Association for Environmental Education. Once payment has been received by Kentucky Association for Environmental Education, all materials or information acquired or produced by Kentucky Association for Environmental Education will become the property of LFUCG.

4. PROTECTION OF THE CLIENT.

Kentucky Association for Environmental Education 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 Kentucky Association for Environmental Education or its employees or agents under or in connection with this Contract. Kentucky Association for Environmental Education shall indemnify, defend, and hold harmless LFUCG and its employees, agents, and successors from and against all liability, damages, and losses that are in any way incidental to or connected with Kentucky Association for Environmental Education's performance or breach of the Contract. Kentucky Association for Environmental Education agrees to indemnify, defend, and hold harmless LFUCG and its employees, agents, and successors with respect to any claims or actions for libel, slander, defamation, copyright infringement, idea misappropriation, or invasion of rights of privacy arising out of any materials which have been prepared by Kentucky Association for Environmental Education on LFUCG's behalf, unless any such claim for action is based on materials supplied by

LFUCG. The Risk Management Provisions of RFP #37-2024 are expressly incorporated herein by reference as if set forth fully herein.

5. CONFIDENTIALITY.

It is understood that all information, facts, and figures that come to the attention of the Kentucky Association for Environmental Education will be handled in a confidential manner. Kentucky Association for Environmental Education agrees to exercise reasonable care to prevent disclosure of any confidential or proprietary information to any third party, except as may be expressly authorized in writing by LFUCG.

6. APPROVAL PROCESS.

LFUCG agrees to designate one person to represent LFUCG in approving material as described in the SCOPE OF SERVICES. Approval by that person will give Kentucky Association for Environmental Education full authority to act in the company's behalf.

7. CHANGES IN CONTRACT.

This Contract sets forth the entire agreement between the parties. Any modifications must be in writing and signed by an authorized officer of both Kentucky Association for Environmental Education and LFUCG.

8. GOVERNING LAW; JURISDICTION; CHOICE OF LAW; SEVERABILITY.

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky and shall inure to the benefit of and be binding upon the parties' successors, assigns, trustees, and representatives. Any dispute hereunder shall be resolved in Fayette County Circuit Court or the United States District Court in Lexington, KY, having proper jurisdiction, and the parties consent to such jurisdiction. This Contract shall be governed, construed, and enforced in accordance with the laws of the Commonwealth of Kentucky, without regard to its conflict of law rules. If any of the provisions of this Contract are found to be unenforceable, the remainder shall be enforced as fully as possible.

IN WITNESS WHEREOF, the parties executed this Agreement the day, month, and year above written.

ATTEST:

By: _____
Council Clerk

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: _____
Linda Gorton, Mayor

ATTEST:

By: _____

Kentucky Association for Environmental Education
PO Box 2739
Elizabethtown, KY 42702

By: _____
Its: Executive Director

4880-8896-2508, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0728-24

File ID: 0728-24 **Type:** Resolution **Status:** Approved

Version: 1 **Contract #:** 195-2024 **In Control:** Urban County Council

File Created: 07/01/2024

File Name: Memorandum of Understanding - Administrative Office of the Courts - Citation Data Transfer **Final Action:** 07/09/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Understanding with the Administrative Office of the Courts, for Citation Data Transfer. [Div. of Police, Weathers]

Notes: in CCO 7.3
CILOO in CCO original given back to police 7/9AA

Sponsors: **Enactment Date:** 07/09/2024

Attachments: Cover Memo - MOU - Administrative Office of the Courts, Administrative Office of the Courts - MOU 2024-295 LPD Citation Data Transfer, 728-24 aoc 4887-7929-4670 v.1.doc, R-396-2024, Contract #195-2024 **Enactment Number:** R-396-2024

Deed #: **Hearing Date:**

Drafter: Renita Happy **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	07/09/2024	Approved and Referred to Docket	Urban County Council	07/09/2024		Pass
1	Urban County Council	07/09/2024	Received First Reading	Urban County Council	07/09/2024		
1	Urban County Council	07/09/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	07/09/2024	Approved				Pass

Text of Legislative File 0728-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Understanding with the Administrative Office of the Courts, for Citation Data Transfer. [Div. of Police, Weathers]

Summary

Authorization to accept a Memorandum of Understanding (MOU) with the Administrative Office of the Courts (AOC) for Citation Data Transfer from the AOC to the Lexington Police Department, and shall commence April 1, 2024, until canceled by either party. No Budgetary impact. (L0728-24) (Weathers/Armstrong)

Budgetary Implications: NO

Advance Document Review:

Law: Yes, Michael Sanner, 4/3/2024

Risk Management: No

Fully Budgeted: N/A

Account Number: N/A

Year Impact: $-0-

Annual Impact: $ -0-

Project:

Activity:

Budget Reference:

Current Balance:

Lexington-Fayette Urban County Government
DEPARTMENT OF PUBLIC SAFETY

Linda Gorton
Mayor

Kenneth Armstrong
Commissioner

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: July 1, 2024

SUBJECT: Memorandum of Understanding – Citation Data Transfer w/ Administrative Office of the Courts

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Request
Authorization to accept a Memorandum of Understanding (MOU) – Citation Data Transfer with the Administrative Office of the Courts (AOC).

Why are you requesting?
This MOU allows for Citation Data Transfer from the AOC to the Lexington Police Department, and shall commence April 1, 2024, until canceled by either party. The attached agreement requires Council approval and Mayor Gorton's signature.

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

Are the funds budgeted? N/A

File Number: 0728-24

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

LBW/rmh

MEMORANDUM OF UNDERSTANDING

BETWEEN

LEXINGTON POLICE DEPARTMENT

AND

THE ADMINISTRATIVE OFFICE OF THE COURTS

MOU 2024-295

CITATION DATA TRANSFER

This Memorandum of Understanding (MOU) is entered into this 1st day of April, 2024, between the Administrative Office of the Courts (AOC) and the Lexington-Fayette Urban County Government (LFUCG). The purpose of this MOU is to establish a data set to be provided by the AOC to Recipient and to define Recipient's responsibilities with respect to the data provided by AOC.

WHEREAS, circuit court clerks are the official custodians of the records of Circuit and District Courts in each county;

WHEREAS, AOC is the administrative arm of the Kentucky Court of Justice (KCOJ);

WHEREAS, AOC maintains a database containing information about court records;

WHEREAS, AOC requires the data identified below for entry into its KYCourts 3 application so that it can be accessed by the Fayette Circuit Court Clerk;

WHEREAS, LPD has been identified as a source of these data elements;

NOW, THEREFORE, the following provisions are agreed to by the parties as witnessed by the signatures to this MOU. These provisions form the sole basis of the agreement, notwithstanding any other verbal or written assurance to the contrary:

I. Scope of Services

A. Data Structure

1. Within 14 days of execution of this MOU, the AOC will provide LFUCG with access to a secure data transfer as set forth in the methodology document attached hereto and incorporated herein as Attachment 1.

2. AOC will import the data provided by LFUCG into KYCourts 3 daily.

B. Assembly and transmittal of information:

1. All parties listed above will openly and expeditiously communicate any needs related to the compilation and acquisition of this data. Data sets will be distributed electronically as described in Attachment 1, according to the necessary standards, guidelines and methods provided by the AOC.

2. LFUCG shall use the data transfer protocol set forth in Attachment 1 only for purposes explicitly authorized by this Agreement.

C. All communications concerning this MOU shall be made to the AOC through: Daniel Sturtevant, Data Officer, AOC, Division of Research and Statistics at danielsturtevant@kycourts.net.

V. Handling of Open Records

In order for the AOC to maintain control and integrity of its records, Recipient agrees that any Open Records Request seeking access to data or documents provided by the AOC will be referred for response to the AOC.

VII. Term

This MOU shall commence April 1, 2024 and continue until canceled by either party.

VIII. Cancellation

Either party may cancel this MOU at any time for cause or may cancel without cause with thirty (30) days prior written notice.

VII. Standard Terms and Conditions

A. No charge will be assessed by the either party.

B. Both parties shall comply with all applicable federal, state, and local laws.

C. Neither party shall represent that a working copy, draft, or the finalized version of this MOU is identical to a previous iteration of this MOU if the party has made edits since the last iteration. Both parties 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.

D. At no point shall any Recipient personnel be considered an employee of the AOC, for any purpose, including but not limited to unemployment, taxes, withholding,

health insurance, liability, retirement, workers' compensation, vacation, sick or other leave, the Family Medical Leave Act, accrued benefits, evaluations, or any other purpose. At all times, any such individual shall be considered and deemed to be an employee of Recipient.

E. In no event shall any individual or entity be deemed to be a third-party beneficiary of this MOU.

F. Each party shall provide a contact to resolve any and all issues related to this MOU and promptly update the contact information as necessary. AOC's point of contact is listed in Section I.C of this MOU.

G. All notices under this MOU shall be given in writing. Electronic mail constitutes a writing.

H. No change, waiver, or discharge of any liability or obligation under this MOU 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.

I. No party shall assign its respective rights or obligations under this MOU without prior written consent of the other party. Any purported assignment or delegation in violation of this MOU is void.

J. This MOU shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.

K. The parties agree that any claim, action, or lawsuit arising under this MOU must be brought in Franklin Circuit Court in the Commonwealth of Kentucky.

L. If any term or provision or any part of this MOU is declared invalid or unenforceable, the remainder of this MOU shall not be affected, and each term and provision of this MOU shall be valid and enforceable to the fullest extent permitted by the law.

M. This MOU is the final and exclusive agreement between the parties. All prior negotiations and agreements are superseded by this MOU.

N. The parties may make amendments to this MOU as may be necessary. Any such amendment shall be made in writing and be agreed to by each party.

WITNESS THE AGREEMENT of the parties hereto as attested by their signatures affixed hereon.

Approved:

_____ _____

Representative Date
Lexington-Fayette Urban County Government

Approved:

_____ _____

Katie Comstock, Director Date
Administrative Office of the Courts

Approved By:

_____

Jenny Lafferty,
Director of Finance and Administration, AOC

Reviewed and Recommended:

_____

Elizabeth Lucas
Implementation & Court Services Director
Information & Technology Services, AOC

Examined as to form and legality:

_____

Ryan Becker,
Office of General Counsel, AOC

The Department of Information & Technology Services
1001 Vandalay Drive
Frankfort, KY 40601
(502) 573-2350

FAYETTE COUNTY PAPER CITATIONS IMPORT API

September 26, 2023

By
Fred Malone *(Application Architect)*
Craig Marion *(System Architect)*
Daniel Sturtevant *(Data Officer)*

Agency:	**Technical Contact:**
Lexington-Fayette Urban County Government	Officer Clifton Grimm Lexington Police Department Computer Information Systems Unit cgrimm@lexingtonpolice.ky.gov

Data Exchange Description

An application programming interface (API) is established between Lexington-Fayette Urban County Government (LFUCG) and the Administrative Office of the Courts to allow data related to paper citations entered by the Lexington Police Department (LPD) to be received by the Fayette County Circuit Clerk's Office and incorporated into the KYCourts 3 application.

API Process

LPD enters data into the Tyler Technologies *Computer Aided Dispatch* record management system. Data with the structure described below is compiled into a comma-separated value (csv) file. This file is uploaded to AOC's secure File Transfer Protocol (FTP) site.

A daily job imports this data to KYCourts 3 each morning.

Staff in the Fayette County Circuit Clerks Office access this data in KYCourts 3 with the *Citation Add* function. Entering a citation number populates information from the imported data matching this citation number which may then be modified and saved to be part of the KYCourts 3 Charge data.

Fields Received

Incoming Field	CourtNet Target Table	Corresponding CourtNet Field
CitationNumber	Charges	Chg_CITATION_NUM
OfficerBadgeIDNumber		

Fields Received		
Incoming Field	**CourtNet Target Table**	**Corresponding CourtNet Field**
Violation Date	Charges	Chg_DT_CIT_FILED
ViolationTime		
CrossStreet1		
CrossStreet2		
Charge 1	Charges	Chg_Charge_Type_Code (charge number), Chg_Statute_Num (UOR Code)
Charge 2	Charges	Chg_Charge_Type_Code (charge number), Chg_Statute_Num (UOR Code)
Charge 3	Charges	Chg_Charge_Type_Code (charge number), Chg_Statute_Num (UOR Code)
Charge 4	Charges	Chg_Charge_Type_Code (charge number), Chg_Statute_Num (UOR Code)
CourtDate		
CourtTime		
NameLast	Parties (Defendant), Person Reference	Concatenated into Pty_Name / Per_Name
NameFirst	Parties (Defendant), Person Reference	Concatenated into Pty_Name / Per_Name
NameMiddle	Parties (Defendant), Person Reference	Concatenated into Pty_Name / Per_Name
DOB	Defendants/Offenders	Def_DOB
AddressLine1	Person Reference	Per_Address_Line_1
AddressLine2	Person Reference	Per_Address_Line_2
City	Person Reference	Per_City
State	Person Reference	Per_State
Zip	Person Reference	Per_Zip, Per_Zip_4
Gender	Defendants/Offenders	Def_Sex
Race	Defendants/Offenders	Def_Race
DriversLicenseNumber	Defendants/Offenders	Def_DRV_LIC_NUM
DriversLicenseState	Defendants/Offenders	Def_State_Id
VehicleMake		
VehicleYear		
VehicleColor		
VehicleRegState		
VehicleRegYear		
VehicleRegNumber		
NameSuffix	Parties (Defendant), Person Reference	Concatenated into Pty_Name / Per_Name
Ethnicity	Defendants/Offenders	Def_Ethnic_Origin

Disclaimer Associated with KCOJ/AOC Database(s) and Element(s)

RESEARCH AND STATISTICS DISCLAIMER FOR COURTNET

Information received from KYCourts/CourtNet is subject to change(s), reprogramming, modification(s) of format and availability at the direction of the Administrative Office of the Courts (AOC), and may not at any particular moment reflect the true status of court cases due to ordinary limitation(s), delay(s) or error(s) in the system's operation. The KYCourts/CourtNet database is not a real-time system. All datasets are a snapshot of case data at the time a query is run. Case counts are not counts of individuals as some persons may have multiple cases.

The AOC disclaims any warranties as to the validity of the information obtained from KYCourts/CourtNet. The recipient is solely responsible for verifying information received from KYCourts/CourtNet through the cross-referencing of official court records. The AOC shall not be liable to the recipient, or to any third party using the system or information obtained therefrom, for any damages whatsoever arising out of the use of KYCourts/CourtNet.

RESOLUTION NO. ____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE ADMINISTRATIVE OFFICE OF THE COURTS, FOR CITATION DATA TRANSFER.

_____
_

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 Memorandum of Understanding, which is attached hereto and incorporated herein by reference, with Administrative Office of the Courts, for citation data transfer.

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
728-24:MRS: 4887-7929-4670, v. 1

RESOLUTION NO. 396-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE ADMINISTRATIVE OFFICE OF THE COURTS, FOR CITATION DATA TRANSFER.

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 Memorandum of Understanding, which is attached hereto and incorporated herein by reference, with Administrative Office of the Courts, for citation data transfer.

Section 2 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: July 9, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

728-24:MRS: 4887-7929-4670, v. 1

Copy in lieu of original

MEMORANDUM OF UNDERSTANDING
BETWEEN
LEXINGTON POLICE DEPARTMENT
AND
THE ADMINISTRATIVE OFFICE OF THE COURTS

MOU 2024-295

CITATION DATA TRANSFER

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WHEREAS, AOC is the administrative arm of the Kentucky Court of Justice (KCOJ);

WHEREAS, AOC maintains a database containing information about court records;

WHEREAS, AOC requires the data identified below for entry into its KYCourts 3 application so that it can be accessed by the Fayette Circuit Court Clerk;

WHEREAS, LPD has been identified as a source of these data elements;

NOW, THEREFORE, the following provisions are agreed to by the parties as witnessed by the signatures to this MOU. These provisions form the sole basis of the agreement, notwithstanding any other verbal or written assurance to the contrary:

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A. Data Structure

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In order for the AOC to maintain control and integrity of its records, Recipient agrees that any Open Records Request seeking access to data or documents provided by the AOC will be referred for response to the AOC.

VII. Term

This MOU shall commence April 1, 2024 and continue until canceled by either party.

VIII. Cancellation

Either party may cancel this MOU at any time for cause or may cancel without cause with thirty (30) days prior written notice.

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A. No charge will be assessed by the either party.

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C. Neither party shall represent that a working copy, draft, or the finalized version of this MOU is identical to a previous iteration of this MOU if the party has made edits since the last iteration. Both parties 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.

D. At no point shall any Recipient personnel be considered an employee of the AOC, for any purpose, including but not limited to unemployment, taxes, withholding,

health insurance, liability, retirement, workers' compensation, vacation, sick or other leave, the Family Medical Leave Act, accrued benefits, evaluations, or any other purpose. At all times, any such individual shall be considered and deemed to be an employee of Recipient.

E. In no event shall any individual or entity be deemed to be a third-party beneficiary of this MOU.

F. Each party shall provide a contact to resolve any and all issues related to this MOU and promptly update the contact information as necessary. AOC's point of contact is listed in Section I.C of this MOU.

G. All notices under this MOU shall be given in writing. Electronic mail constitutes a writing.

H. No change, waiver, or discharge of any liability or obligation under this MOU 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.

I. No party shall assign its respective rights or obligations under this MOU without prior written consent of the other party. Any purported assignment or delegation in violation of this MOU is void.

J. This MOU shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.

K. The parties agree that any claim, action, or lawsuit arising under this MOU must be brought in Franklin Circuit Court in the Commonwealth of Kentucky.

L. If any term or provision or any part of this MOU is declared invalid or unenforceable, the remainder of this MOU shall not be affected, and each term and provision of this MOU shall be valid and enforceable to the fullest extent permitted by the law.

M. This MOU is the final and exclusive agreement between the parties. All prior negotiations and agreements are superseded by this MOU.

N. The parties may make amendments to this MOU as may be necessary. Any such amendment shall be made in writing and be agreed to by each party.

WITNESS THE AGREEMENT of the parties hereto as attested by their signatures affixed hereon.

Approved:

Linda Gorton

Representative
Lexington-Fayette Urban County Government

Date

Approved:

Katie Comstock, Director
Administrative Office of the Courts

Date

Approved By:

Jenny Lafferty,
Director of Finance and Administration, AOC

Reviewed and Recommended:

Elizabeth Lucas
Implementation & Court Services Director
Information & Technology Services, AOC

Examined as to form and legality:

Ryan Becker,
Office of General Counsel, AOC

The Department of Information & Technology Services
1001 Vandalay Drive
Frankfort, KY 40601
(502) 573-2350

FAYETTE COUNTY PAPER CITATIONS IMPORT API

September 26, 2023

By
Fred Malone *(Application Architect)*
Craig Marion *(System Architect)*
Daniel Sturtevant *(Data Officer)*

Agency:	**Technical Contact:**
Lexington-Fayette Urban County Government	Officer Clifton Grimm Lexington Police Department Computer Information Systems Unit cgrimm@lexingtonpolice.ky.gov

Data Exchange Description

An application programming interface (API) is established between Lexington-Fayette Urban County Government (LFUCG) and the Administrative Office of the Courts to allow data related to paper citations entered by the Lexington Police Department (LPD) to be received by the Fayette County Circuit Clerk's Office and incorporated into the KYCourts 3 application.

API Process

LPD enters data into the Tyler Technologies *Computer Aided Dispatch* record management system. Data with the structure described below is compiled into a comma-separated value (csv) file. This file is uploaded to AOC's secure File Transfer Protocol (FTP) site.

A daily job imports this data to KYCourts 3 each morning.

Staff in the Fayette County Circuit Clerks Office access this data in KYCourts 3 with the *Citation Add* function. Entering a citation number populates information from the imported data matching this citation number which may then be modified and saved to be part of the KYCourts 3 Charge data.

Fields Received

Incoming Field	CourtNet Target Table	Corresponding CourtNet Field
CitationNumber	Charges	Chg_CITATION_NUM
OfficerBadgeIDNumber		

FAYETTE COUNTY PAPER CITATIONS IMPORT API

Fields Received		
Incoming Field	**CourtNet Target Table**	**Corresponding CourtNet Field**
Violation Date	Charges	Chg_DT_CIT_FILED
ViolationTime		
CrossStreet1		
CrossStreet2		
Charge 1	Charges	Chg_Charge_Type_Code (charge number), Chg_Statute_Num (UOR Code)
Charge 2	Charges	Chg_Charge_Type_Code (charge number), Chg_Statute_Num (UOR Code)
Charge 3	Charges	Chg_Charge_Type_Code (charge number), Chg_Statute_Num (UOR Code)
Charge 4	Charges	Chg_Charge_Type_Code (charge number), Chg_Statute_Num (UOR Code)
CourtDate		
CourtTime		
NameLast	Parties (Defendant), Person Reference	Concatenated into Pty_Name / Per_Name
NameFirst	Parties (Defendant), Person Reference	Concatenated into Pty_Name / Per_Name
NameMiddle	Parties (Defendant), Person Reference	Concatenated into Pty_Name / Per_Name
DOB	Defendants/Offenders	Def_DOB
AddressLine1	Person Reference	Per_Address_Line_1
AddressLine2	Person Reference	Per_Address_Line_2
City	Person Reference	Per_City
State	Person Reference	Per_State
Zip	Person Reference	Per_Zip, Per_Zip_4
Gender	Defendants/Offenders	Def_Sex
Race	Defendants/Offenders	Def_Race
DriversLicenseNumber	Defendants/Offenders	Def_DRV_LIC_NUM
DriversLicenseState	Defendants/Offenders	Def_State_Id
VehicleMake		
VehicleYear		
VehicleColor		
VehicleRegState		
VehicleRegYear		
VehicleRegNumber		
NameSuffix	Parties (Defendant), Person Reference	Concatenated into Pty_Name / Per_Name
Ethnicity	Defendants/Offenders	Def_Ethnic_Origin

Disclaimer Associated with KCOJ/AOC Database(s) and Element(s)

RESEARCH AND STATISTICS DISCLAIMER FOR COURTNET

Information received from KYCourts/CourtNet is subject to change(s), reprogramming, modification(s) of format and availability at the direction of the Administrative Office of the Courts (AOC), and may not at any particular moment reflect the true status of court cases due to ordinary limitation(s), delay(s) or error(s) in the system's operation. The KYCourts/CourtNet database is not a real-time system. All datasets are a snapshot of case data at the time a query is run. Case counts are not counts of individuals as some persons may have multiple cases.

The AOC disclaims any warranties as to the validity of the information obtained from KYCourts/CourtNet. The recipient is solely responsible for verifying information received from KYCourts/CourtNet through the cross-referencing of official court records. The AOC shall not be liable to the recipient, or to any third party using the system or information obtained therefrom, for any damages whatsoever arising out of the use of KYCourts/CourtNet.

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0723-24

File ID:	0723-24	**Type:**	Resolution	**Status:**	Approved
Version:	2	**Contract #:**	194-2024	**In Control:**	Urban County Council
				File Created:	06/28/2024
File Name:	Request Council authorization to execute second renewal agreement with Mackey Group, LLC. d/b/a Wiser Strategies for Media Placement effective July 1, 2024 through June 30, 2025 for continued services related to the placement of advertisements for media c			**Final Action:**	07/09/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Second Amendment to the Agreement with Mackey Group, LLC., d/b/a Wiser Strategies, increasing the Contract price by an amount not to exceed $20,000, for an increase in advertising related to Safe Streets Messaging, and authorizing renewal of the Agreement for another one year term, for the Dept. of Environmental Quality and Public Works, raising the total Contract price from $380,000 to $400,000 in FY 2025. [Div. of Environmental Services, Carey]

Notes: in CCO 7.1 AA
signed and filed in CCO 2 copies given back to Celia in grants via pick up 7/9 AA

Sponsors:		**Enactment Date:**	07/09/2024
Attachments:	24-Blue sheet Wiser Strategies 2nd Renewal, Wiser -- Second Amendment to Renewal Agreement Signed, FY2025 Budget Amendment - TRANSPORTATION SLX_UPWP_2025, RESO 0723-24- Second amendment to agreement with Mackey WQ, WM and Safe Streets 4861-6264-3151 v.1.docx, R-394-2024, Contract #194-2024	**Enactment Number:**	R-394-2024
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	07/09/2024	Approved and Referred to Docket	Urban County Council	07/09/2024		Pass
2	Urban County Council	07/09/2024	Received First Reading	Urban County Council	07/09/2024		

2	Urban County Council	07/09/2024	Suspended Rules for Second Reading	Pass
2	Urban County Council	07/09/2024	Approved	Pass

Text of Legislative File 0723-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Second Amendment to the Agreement with Mackey Group, LLC., d/b/a Wiser Strategies, increasing the Contract price by an amount not to exceed $20,000, for an increase in advertising related to Safe Streets Messaging, and authorizing renewal of the Agreement for another one year term, for the Dept. of Environmental Quality and Public Works, raising the total Contract price from $380,000 to $400,000 in FY 2025. [Div. of Environmental Services, Carey]

Summary

Authorization to execute second renewal Agreement with Mackey Group, LLC. d/b/a Wiser Strategies for media placement effective July 1, 2024, through June 30, 2025, for continued services related to the placement of advertisements for media campaigns related to water quality, waste management, and safe streets. Cost not to exceed $400,000. (L0723-24) (Carey/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Evan Thompson, 6/27/2024

Risk Management: N/A

Fully Budgeted: Yes and FY25 BA is in process.

Account Number: 1115-313201-3095-71299 ($150,000)
4051-313201-3095-71299 ($150,000)
3160-160705-0001-71299 ($100,000)

This Fiscal Year Impact: $400,000.

Annual Impact: $0

Project: SLX_UPWP_2025

Activity: FED_GRANT

Budget Reference: 2025

Current Balance: fully Budgeted

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

TO: **LINDA GORTON, MAYOR**
URBAN COUNTY COUNCIL

FROM: **THERESA REYNOLDS, DIRECTOR**
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: **JUNE 27, 2024**

SUBJECT: **Authorization to Execute Second Renewal to Agreement with with Mackey Group, LLC. d/b/a Wiser Strategies for Media Placement**

Request: Council authorization to execute second renewal agreement with Mackey Group, LLC. d/b/a Wiser Strategies for Media Placement effective July 1, 2024 through June 30, 2025 for continued services related to the placement of advertisements for media campaigns related to water quality, waste management, and safe streets. Cost not to exceed $400,000.

Why are you requesting? On June 23, 2022 (Resolution 323-2022), Council authorized execution with Mackey Group, LLC. d/b/a Wiser Strategies. On July 13, 2023 (Resolution 413-2023) Council authorized first renewal option with Mackey Group, LLC. d/b/a Wiser Strategies The second renewal with Mackey Group, LLC. d/b/a Wiser Strategies is for continued services related to the placement of advertisements for media campaigns related to water quality (stormwater), waste management, and safe streets. The RFP #23-2022 provided for up to three (3) additional 1-year renewal periods upon mutual agreement by all parties, following the conclusion of the original contract term.

The MPO desires to increase funds for its ad campaigns to better reach key audiences in Fayette and Jessamine Counties through television, cable, streaming, and digital ads.

What is the cost in this budget year and future budget years? The cost for FY25 is $400,000. The contract is eligible for one additional renewal in FY26.

Are the funds budgeted? FY25 funds are budgeted as follows:

1115-313201-3095-71299	$150,000
4051-313201-3095-71299	$150,000
3160-160705-0001-71299; SLX_UPWP_2025	$100,000
Total	$400,000

File Number: 0723-24

Director / Commissioner: Carey/Albright

SECOND AMENDMENT TO AGREEMENT

This SECOND AMENDMENT TO AGREEMENT, entered June 27 2024, between **MACKEY GROUP LLC, D/B/A WISER STRATEGIES** and the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**.

WHEREAS, the parties previously entered a Contract for Services on July 5, 2022, with a contract period of July 1, 2022 through June 30, 2023, and which provided for up to three (3) one-year extensions;

WHEREAS, the parties agreed on July 1, 2023, to enter the first one-year extension of the Contract for Services, referred to hereafter as the First Renewal Agreement;

WHEREAS, the parties agreed on November 16, 2023, to enter the first amendment of the Contract for Services, referred to hereafter as the First Amendment;

WHEREAS, the parties now desire to increase the contract amount in exchange for an increase in advertising services related to the Safe Streets messaging and agree to the second one-year extension of the Contract for Services;

THEREFORE, in consideration of these mutually agreed-upon covenants and conditions, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Numbered Paragraph 2 of the Contract for Services, now referred to as the Second Renewal Agreement, shall allow for compensation in an amount not to exceed $400,000.00, with the additional $20,000.00 in funds being used for additional advertising services related to Safe Streets messaging.

2. All other terms and conditions of the Contract for Services, now referred to as the Second Renewal Agreement, shall continue in full force and effect except as modified herein.

3. That the Second Renewal Agreement, as amended herein, shall be renewed for a second one-year extension.

IN WITNESS WHEREOF, the parties executed this Second Amendment to Agreement, on 27 day of June, 2024.

ATTEST:

By: _____
Council Clerk

ATTEST:

By: _____

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: _____
Linda Gorton, Mayor

Mackey Group LLC
108 Esplanade, Suite 240
Lexington, KY 40507

By: _____
Its: Nancy Wiser

4870-8443-0028, v. 1

Type	Date	Business Unit	Ledger	Account	Dept ID	Fund	Section	Site	Project	Activity	Budget Reference	PCBU	BUDGET_PERIOD	Amount	Descr
		LFUCG	DETAIL_ACT	63121	313201	3160	3091		SLX_UPWP_2025		2025		2025	8,685	NON-CIVIL SERVICE SALARIES
		LFUCG	DETAIL_ACT	63511	313201	3160	3091		SLX_UPWP_2025		2025		2025	1,512	PENSION CONTRIBUTIONS
		LFUCG	DETAIL_ACT	63615	313201	3160	3091		SLX_UPWP_2025		2025		2025	868	BP - UCG
		LFUCG	DETAIL_ACT	63621	313201	3160	3091		SLX_UPWP_2025		2025		2025	592	FICA
		LFUCG	DETAIL_ACT	63622	313201	3160	3091		SLX_UPWP_2025		2025		2025	4	UNEMPLOYMENT INSURANCE
		LFUCG	DETAIL_ACT	63624	313201	3160	3091		SLX_UPWP_2025		2025		2025	139	MEDICARE EXPENSE
		LFUCG	DETAIL_ACT	63625	313201	3160	3091		SLX_UPWP_2025		2025		2025	200	VOLUNTARY BENEFITS
		LFUCG	REVEST	44010	313201	3160	3091		SLX_UPWP_2025		2025		2025	-9,600	INTERGOVERNMENTAL -FEDERAL
		LFUCG	REVEST	45911	313201	3160	3091		SLX_UPWP_2025		2025		2025	-2,400	TRANSFER FROM GENERAL SERVICE
		LFUCG	DETAIL_ACT	63111	160705	3160	0001		SLX_UPWP_2025		2025		2025	176,268	CIVIL SERVICE SALARIES
		LFUCG	DETAIL_ACT	63150	160705	3160	0001		SLX_UPWP_2025		2025		2025	5,000	OVERTME
		LFUCG	DETAIL_ACT	63511	160705	3160	0001		SLX_UPWP_2025		2025		2025	34,742	PENSION
		LFUCG	DETAIL_ACT	63615	160705	3160	0001		SLX_UPWP_2025		2025		2025	17,427	BENEFITS
		LFUCG	DETAIL_ACT	63621	160705	3160	0001		SLX_UPWP_2025		2025		2025	12,021	FICA
		LFUCG	DETAIL_ACT	63622	160705	3160	0001		SLX_UPWP_2025		2025		2025	85	UNEMPLOYMENT
		LFUCG	DETAIL_ACT	63624	160705	3160	0001		SLX_UPWP_2025		2025		2025	2,812	MEDICARE
		LFUCG	DETAIL_ACT	63625	160705	3160	0001		SLX_UPWP_2025		2025		2025	200	VOLUNTARY BENEFITS
		LFUCG	DETAIL_ACT	71299	160705	3160	0001		SLX_UPWP_2025		2025		2025	293,500	PROFESSIONAL SERVICES--OTHER
		LFUCG	DETAIL_ACT	75101	160705	3160	0001		SLX_UPWP_2025		2025		2025	11,500	OPERATING SUPPLIES AND EXPENSES
		LFUCG	REVEST	44010	160705	3160	0001		SLX_UPWP_2025		2025		2025	-442,844	INTERGOVERNMENTAL -FEDERAL
		LFUCG	REVEST	45911	160705	3160	0001		SLX_UPWP_2025		2025		2025	-110,711	TRANSFER FROM GENERAL SERVICE

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE SECOND AMENDMENT TO THE AGREEMENT WITH MACKEY GROUP, LLC., D/B/A WISER STRATEGIES, INCREASING THE CONTRACT PRICE BY AN AMOUNT NOT TO EXCEED $20,000.00, FOR AN INCREASE IN ADVERTISING RELATED TO SAFE STREETS MESSAGING, AND AUTHORIZING RENEWAL OF THE AGREEMENT FOR ANOTHER ONE YEAR TERM, FOR THE DEPARTMENT OF ENVIRONMENTAL QUALITY AND PUBLIC WORKS, RAISING THE TOTAL CONTRACT PRICE FROM $380,000.00 TO $400,000.00 IN FY 2025.

_____

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 Second Amendment to the Agreement, which is attached hereto and incorporated herein by reference, with Mackey Group, LLC, d/b/a Wiser Strategies, increasing the contract price by an amount not to exceed $20,000.00, for an increase in advertising related to Safe Streets Messaging, and authorizing renewal of the Agreement for another one year term, for the Department of Environmental Quality and Public Works, raising the total contract price from $380,000.00 to $400,000.00 in FY 2025.

Section 2 – That an amount, not to exceed $400,000.00, be and hereby is approved for payment to the Mackey Group, LLC., d/b/a Wiser Strategies, from accounts # 1115-313201-3095-71299 ($150,000.00); 4051-313201-3095-71299 ($150,000); and 3160-160705-0001-71299 ($100,000), pursuant to the terms of the Second Amendment to 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
0723-24:EPT_4861-6264-3151, v. 1

RESOLUTION NO. 394 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE SECOND AMENDMENT TO THE AGREEMENT WITH MACKEY GROUP, LLC., D/B/A WISER STRATEGIES, INCREASING THE CONTRACT PRICE BY AN AMOUNT NOT TO EXCEED $20,000.00, FOR AN INCREASE IN ADVERTISING RELATED TO SAFE STREETS MESSAGING, AND AUTHORIZING RENEWAL OF THE AGREEMENT FOR ANOTHER ONE YEAR TERM, FOR THE DEPARTMENT OF ENVIRONMENTAL QUALITY AND PUBLIC WORKS, RAISING THE TOTAL CONTRACT PRICE FROM $380,000.00 TO $400,000.00 IN FY 2025.

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 Second Amendment to the Agreement, which is attached hereto and incorporated herein by reference, with Mackey Group, LLC, d/b/a Wiser Strategies, increasing the contract price by an amount not to exceed $20,000.00, for an increase in advertising related to Safe Streets Messaging, and authorizing renewal of the Agreement for another one year term, for the Department of Environmental Quality and Public Works, raising the total contract price from $380,000.00 to $400,000.00 in FY 2025.

Section 2 – That an amount, not to exceed $400,000.00, be and hereby is approved for payment to the Mackey Group, LLC., d/b/a Wiser Strategies, from accounts # 1115-313201-3095-71299 ($150,000.00); 4051-313201-3095-71299 ($150,000); and 3160-160705-0001-71299 ($100,000), pursuant to the terms of the Second Amendment to the Agreement.

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

PASSED URBAN COUNTY COUNCIL: July 9, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0723-24:EPT_4861-6264-3151, v. 1

SECOND AMENDMENT TO AGREEMENT

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IN WITNESS WHEREOF, the parties executed this Second Amendment to Agreement, on 27 day of June, 2024.

ATTEST:

By: _____
Council Clerk

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, Mayor

ATTEST:

By: _____

Mackey Group LLC
108 Esplanade, Suite 240
Lexington, KY 40507

By: _____
Its: Nancy Wiser

4870-8443-0028, v. 1