

## FORGIVABLE LOAN AGREEMENT

**THIS LOAN AGREEMENT** ("Loan Agreement"), dated as of this 14 day of October, 2024, is made by and between:

**Lexington-Fayette Urban County Government,**  
an urban county government pursuant to KRS Chapter 67A  
200 East Main Street  
Lexington, Kentucky 40507  
("LFUCG")

And

**Turner Property 4 LLC**  
a Kentucky Limited Liability Company  
1387 E New Circle Rd Ste 130  
Lexington, KY 40505  
("Organization")

### Witnesseth

**WHEREAS**, Organization proposes to develop a forty-acre mixed development revitalizing a former tobacco warehouse district, providing retail, dining, hospitality, and recreation together in a largely underutilized parcel within the Urban Service Area; and

**WHEREAS**, the development requires parking lot and sidewalk improvements which will benefit the public at large ("the Project"); and

**WHEREAS**, the Organization has applied for funding under LFUCG's Public Infrastructure Program; and

**WHEREAS**, the Organization's application for funding under the Public Infrastructure Program ("the Program") complies with the requirements of the Program; and

**WHEREAS**, as part of the forty-acre mixed development project, Organization will lease space to third party businesses that will 1) benefit from the Project and 2) will hire and retain at least seventy-five (75) additional qualified employees in Fayette County for at least the period of time provided in this Agreement; and

**WHEREAS**, LFUCG recognizes that the Project will provide a benefit to the community and that the location of this Project will be of significant benefit to Fayette County, both economically and through improvement of infrastructure; and

**WHEREAS**, LFUCG finds that the provision of economic incentives from the Public Infrastructure Fund towards the Project, provided herein, is in the public interest as it will

create new jobs, will provide critical public parking and public sidewalks, and encourage economic development; and

**WHEREAS**, the Organization is agreeable to accepting the funding provided pursuant to this Agreement with the understanding that its use is limited to offsetting costs directly related to the Project and as further restricted through the terms of this Loan Agreement; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

#### Recital

This Loan Agreement ("Agreement") provides for a forgivable loan in the amount of three hundred sixty-six thousand six hundred eighty dollars and zero cents (**\$366,680.00**) from LFUCG to Turner Properties 4 LLC (hereinafter "Organization") pursuant to the terms of this Agreement. In order to induce LFUCG to enter into this Loan Agreement and to make the Loan, the Organization is willing and desires to make the warranties, covenants, and agreements contained and set forth herein.

#### SECTION 1 Definitions

As used in this Agreement:

"Accountant" shall mean the certified public accountant or firm of certified public accountants acting as the Organization's accountant unless explicitly authorized by LFUCG.

An "Affiliate" of, or a Person "Affiliated" with, a specified Person, is a Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with the Person specified.

"Disbursement" shall mean the distribution of proceeds of the Loan by LFUCG to Organization.

"Employee" shall mean a Kentucky resident who maintains a permanent, Full-Time Job (as further defined below) at the Project Site, which shall be located in Fayette County, Kentucky, as opposed a part-time employee or independent contractor, hired after the effective date of this Agreement and retained by the Organization's lessees and working in Fayette County for the period of time required by this Loan.

"Event of Default" shall mean the happening of any one or more of the events which constitute an event of default under Section 5 of this Loan Agreement.

“Full Time Job” shall mean a job held by a person employed (an employee) for a minimum of thirty-five (35) hours per week and subject to the Kentucky Individual Income Tax imposed by KRS 141.020 and the local occupational license fee.

“Gross Salaries” shall mean the salaries and wages paid to the Organization’s lessees’ Employees, as defined above.

“Hire” or its derivative shall mean the creation of a new Full Time Job in Lexington-Fayette County.

“Jobs Requirement” shall have the meaning set forth in Section 3.15, hereof.

“Loan” shall mean the forgivable loan in the principal amount of \$366,680.00 from LFUCG to the Organization as further provided in Section 2 of this Loan Agreement, as evidenced by the Note attached as Exhibit B to this Agreement.

“Loan Documents” shall mean this Loan Agreement and Exhibits to this Agreement, and all other instruments or agreements related thereto.

“LFUCG” shall mean the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky created pursuant to KRS chapter 67A.

“Note” shall mean the promissory note attached as Exhibit B to this Agreement, and shall include any renewal, replacement, extension, or notation thereof.

“Organization” shall mean Organization and any subsidiary companies or other affiliates owned or controlled by Organization in Fayette County.

“Person” shall mean any person, firm, trust, corporation, partnership, limited liability Organization, business organization, or other entity.

“Project” shall mean certain parking lot and sidewalk improvements on the property located at 125 Turner Commons Way, as further described in the attached Exhibit A which is incorporated herein by reference. Organization understands and agrees that any material change to the proposed Project or the development plan approved by the LFUCG Planning Commission will require the advance written approval of LFUCG.

“Project Site” shall mean 125 Turner Commons Way, the property on which the Project, as further described in Exhibit A which is incorporated herein by reference, is located.

“Public Infrastructure” shall have the same definition as provided in LFUCG Ordinance No. 141-22 pertaining to the Public Infrastructure Fund.

“Public Infrastructure Fund” shall mean the fund created pursuant to LFUCG Ordinance No. 141-22.

“Request for Disbursement” shall mean a written request to the LFUCG for the making of a disbursement of the proceeds of the Loan, in form, substance, and detail satisfactory to the LFUCG.

## SECTION 2 The Loan

LFUCG agrees to provide the Organization with a forgivable loan (the Loan) in accordance with the terms and condition of the Loan Documents, as follows:

2.1 Amount. The principal amount of the Loan shall be up to a maximum amount of three hundred sixty-six thousand six hundred eighty dollars and zero cents (**\$366,680.00**) as evidenced by the Note attached hereto and made a part hereof as Exhibit B.

2.2 Interest. Interest at the rate of zero percent (0.00%) of the outstanding principal shall be assessed annually. However, should an Event of Default occur under the terms of this Agreement, additional interest in an amount of twelve percent (12%) per annum from the date of default shall be assessed.

2.3 Disbursement. Disbursements of proceeds of the Loan shall be made by LFUCG to the Organization as reimbursement for qualifying Public Infrastructure expenditures on the Project Site. Provided, however, that no more than one draw may be made in any thirty (30) day period. Notwithstanding the preceding, no disbursements shall be made unless (i) this Agreement and all attachments hereto have been properly executed by the appropriate parties and returned to LFUCG (ii) all parties have satisfied the conditions precedent to the Loan set forth in Article 7 of this Agreement and in each of the other Loan Documents, and (iii) LFUCG has received properly completed and executed copies of Exhibit C not less than thirty (30) days prior to the date requested for the disbursement, to which shall be attached any supporting documentation requested by LFUCG.

2.4 Payments. Payment on the Loan shall be deferred as long as the Organization complies with the Loan Documents. Should the Project be completed, to the sole satisfaction of LFUCG, within two years from the execution of this Agreement, one hundred percent (100%) of the outstanding principal and interest shall be forgiven if Organization has otherwise fully complied with the terms of the Loan Documents and satisfied all duties and obligations established thereunder.

In the event the Project is not completed, to the sole satisfaction of LFUCG, within two (2) years after execution of this Agreement, the Loan shall be repaid in forty (40) consecutive quarterly installments of principal and interest, as the latter is provided in Section 2.2, all of which shall be due on the first day of each quarter. The number of quarterly installments may be amended by agreement of the Mayor, with approval of the

Economic Development Investment Board, and the Borrower, provided the change does not reduce the amount repaid to LFUCG by the Borrower. Otherwise, any amendment affecting the number of quarterly installments shall require Council approval. The amount due for any given payment, which shall be determined by LFUCG and provided to Borrower, shall be calculated as the amount that would be required to fully repay all distributions already made at the time of payment, plus applicable interest, fees, penalties, and costs, in quarterly payments, by the conclusion of the repayment term. The first payment shall be due thirty (30) days after the two-year anniversary of this Agreement.

In the event of default, the entire principal distributed at the time of default, interest, and any additional interest as provided in Section 2.2, shall be due and payable within ten (10) days of LFUCG providing Organization with a written notice of demand of the balance owing, as provided in Section 6.1 of this Agreement. All outstanding amounts will bear interest as provided in the Note and Section 2.2 of this Agreement.

2.5. Prepayment. The Organization shall have the right at any time and without penalty to prepay the Note in whole or in part.

2.6. Ceasing Disbursement. The LFUCG may, at its sole discretion, cease any future disbursement(s) should any Event of Default occur prior to that disbursement being sent.

### SECTION 3 General Covenants

In consideration for the provision of the Loan by LFUCG, the Organization agrees that, until the terms of this Agreement are fulfilled or as otherwise provided, it shall perform, observe, and comply with each of the following:

3.1 Mergers, Sales, Transfers, Redemptions, and Other Dispositions of Assets, or Dissolution. The Organization shall not, without the prior written consent of LFUCG:

- (a) Liquidate or dissolve or take any action with a view toward liquidation or dissolution;
- (b) Substantially cease its business operations at the Project Site;
- (c) Enter into any agreement for the assumption of the Loan by any other Person; or,
- (d) Undertake a change in majority ownership, management, or control.

3.2 Financial Statements and Business Records. The Organization shall keep true and complete financial records prepared with generally accepted accounting principles consistently applied, and keep business records in accordance with good business practices in the industry. Upon LFUCG's request or the request of its Economic Development Investment Board at reasonable times and places, the Organization shall

make its business records available to LFUCG for inspection on a confidential basis. During the term of the Loan, the Organization shall furnish to LFUCG annual financial reports prepared by the Accountant in a form satisfactory to LFUCG. With the annual report, the Organization shall include a cover letter stating its average annual employment at the Project Site. Insofar as is possible under applicable laws, the financial reports and annual report ("Information") shall be deemed confidential business information and shall be treated by LFUCG as exempt from inspection under the Kentucky Open Records Act as records confidentially disclosed to it under KRS 61.878.

3.3 Designation of Agent. The Organization shall at all times have a properly designated agent, who is a resident of or has offices in the Commonwealth of Kentucky, to accept service of process. The Organization shall notify LFUCG of the name and address of such agent and of any change in the name or address of such agent.

3.4 Taxes and Other Obligations. The Organization shall pay as they become due all taxes, assessments, governmental charges, levies, and any other claims e.g. (labor, materials, supplies) which, if unpaid, might give rise to a lien or charge upon the Project Site or any other of the Organization's property, unless the Organization is contesting the same in good faith and has posted a bond protecting the same in such form and amount and with such parties as may be approved by LFUCG.

3.5 Use of Loan Proceeds. The proceeds of the Loan shall be used exclusively for the hard construction costs of necessary public infrastructure related to the Project, including public parking, public sidewalks, and public multi-use paths. Loan proceeds may not be used for project design, engineering, and other soft costs.

3.6 Properties and Insurance. The Organization shall maintain its real property, buildings, and other fixed assets located at the Project Site in good condition, subject only to normal wear and tear, and make all necessary and proper repairs, renewals, and replacements, and shall comply with all material provisions of leases and other material agreements in order to prevent loss or forfeiture. All real property, personal property, or collateral located at the Project Site is and will remain insured against loss during the life of the Loan. Failure to maintain insurance coverage as set forth herein shall constitute an Event of Default as set forth in Section 5 hereof.

3.7 Entity Existence. The Organization shall preserve its entity existence as a validly organized business entity and shall be and remain qualified to do business in Kentucky and in all states in which it is required to be so qualified or in which the failure to be so qualified would have a material adverse effect on its ability to meet its obligations hereunder.

3.8 Compliance with Law. The Organization shall comply in all material respects with all valid and applicable statutes, rules, and regulations of the United States of America, of the States thereof and their counties, municipalities, and other subdivisions, and of any other jurisdiction applicable to it, and the provisions of licenses issued to it, except where non-compliance (a) would not have a material adverse effect on the Organization's ability to meet its obligations hereunder, or (b) shall be currently

contested in good faith by appropriate proceedings, timely instituted, which shall operate to stay any order with respect to noncompliance.

3.9 Construction of the Project. Construction of the Project shall be commenced within twelve months, and shall be completed within two years, from the date of this Agreement's execution.

3.10 Indemnification. The Organization shall indemnify, defend, and save harmless the LFUCG and its boards, directors, officers, agents, and employees (the "Indemnitees") from all loss, liability, or expense (including the fees and expenses of in-house or outside counsel) directly arising out of or in connection with the Organization's execution and performance of this Agreement except to the extent that such loss, liability, or expense is due to the gross negligence or willful misconduct of the Indemnitee. The Organization acknowledges and agrees that this indemnity provision shall survive the termination of this agreement.

3.11 Access. Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Loan Agreement.

3.12 Equal Opportunity; Fairness Ordinance. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Loan Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

3.13 Sexual Harassment. Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be made available to LFUCG upon request.

3.14 Public Use. Organization agrees that the Project will be open to the public for free for parking and sidewalk usage at all times.

3.15 Jobs Requirement.

Within five (5) years of execution of this Agreement, the Organization shall ensure that its lessees at the Project Site hire seventy-five (75) employees in Fayette County and retain said employees for at least a period of ten (10) years from the date of execution of the Agreement. Annually in June of each year, Organization shall provide LFUCG, on a form substantially similar to Exhibit D, with a certification of the following information: (i)

the number of jobs maintained by the Organization's lessees in Fayette County as the date of submittal and the Gross Salaries related to its Employees/aggregate payroll in Fayette County; (ii) the aggregate real and personal property improvements made prior to such date; and (iii) a written certification of compliance with the terms and conditions of the Loan Documents. Employees hired prior to the execution of the Loan shall not count toward this requirement. Organization understands that it is responsible, under this Loan Agreement, should the Organization's lessees fail to hire and retain the above number of employees as provided above.

3.16 Sale of Project Site. Organization shall receive the approval of LFUCG prior to any transfer of the Project Site.

#### SECTION 4 Representations and Warranties

The Organization hereby represents and warrants to LFUCG as follows (which warranties and representations shall be deemed to survive the execution of this Loan Agreement):

4.1 Existence. The Organization is a duly organized and validly existing corporation under the laws of the Commonwealth of Kentucky qualified to do business in Kentucky and in all other states in which it is required to be so qualified or in which the failure to be so qualified would have a material adverse effect on Organization's ability to meet its obligations hereunder. The Organization shall preserve its entity existence as a corporation and shall be and remain qualified to do business in Kentucky and in all states in which it is required to be so qualified or in which the failure to be so qualified would have a material adverse effect on its ability to meet its obligations hereunder. The Organization shall also preserve its entity existence as a corporation and shall be and remain qualified to do business in Fayette County, Kentucky.

4.2 Right to Act. The Organization has the legal power, capacity, and right to execute and deliver all of the Loan Documents to which it is a party, and to observe and perform all of the provisions of the Loan Documents to which it is a party. Neither the Organization's execution or delivery of the Loan Documents nor the performance or observance by the Organization of the provisions of the Loan Documents violates any law applicable to it or otherwise constitutes a default or a violation under, or results in the imposition of any lien under, or conflicts with, or results in any breach of any of the provisions of, any existing contract or other obligation binding upon it or its property, with or without the passage of time or the giving of notice or both. The officer executing and delivering the Loan Documents to which Organization is a party on behalf of the Organization has been duly authorized to do so, and the Loan Documents to which it is a party referred to herein are legal, valid, and binding obligations of the Organization enforceable in accordance with their respective terms, except to the extent enforceability thereof may be limited under applicable bankruptcy, moratorium, insolvency, or similar laws or by equitable principles.

4.3 Litigation and Taxes. No litigation or proceeding involving the Organization is pending or overtly threatened in writing in any court or administrative agency, which would be reasonably likely to have a material adverse impact on the Organization's financial condition or otherwise impair its ability to honor the commitments made herein (in each case, after giving effect to applicable insurance coverage). The Organization is not in default in the payment of any tax, nor is any assessment threatened in respect thereof (other than the assessment of ad valorem property taxes not yet due and payable), and has timely filed all federal, state, and local tax returns and has paid all taxes required to be paid therewith, except for matters being contested in good faith by appropriate proceedings, timely instituted.

4.4 Financial Statements. The Organization's financial statements, heretofore furnished to LFUCG and its Economic Development Investment Board, are true and complete in all material respects, have been prepared on the cash basis of accounting, omit no material contingent liabilities of any kind that are not disclosed or otherwise reflected therein, and fairly present its financial condition as of their dates and the results of the Organization's operations for the respective fiscal period then ending. Since the date of their preparation, there has been no material adverse change in the Organization's financial condition, properties, or businesses.

4.5 Default. No Event of Default exists under this Loan Agreement, nor shall any such default begin to exist immediately after the execution and delivery hereof.

4.6 Last Dollar In. Consistent with the representations in the Application, the Organization does represent and certify that the financial incentives being provided by the LFUCG are necessary for the development of senior affordable apartments and the Project, and are the last funds received from a public or private entity for the creation of the jobs provided in Section 3.15, above.

## SECTION 5 Events of Default

Each of the following shall constitute an Event of Default under this Loan Agreement:

5.1 Payments. The failure of the Organization to make payments of under the Note or this Loan Agreement when same shall be due and payable and the continuation of such failure for ten (10) days after such payment first becomes due.

5.2 Covenants and Agreements. If the Organization violates, fails, or omits to perform or observe any non-monetary covenant, agreement, condition, representation, or other provision contained or referred to in, or any non-monetary default occurs under, the Loan Documents to which it is a party, and such failure or omission shall not have been fully corrected within thirty (30) days (or such shorter grace period as may be provided herein) after LFUCG has given written notice thereof to the Organization. Notice is considered given upon receipt.

5.3 Accuracy of Statements. If any representation, warranty, or other statement of fact contained herein, or in any of the other Loan Documents to which Organization is a party or in any writing, certificate, report, or statement at any time furnished to LFUCG pursuant to or in connection with this Loan Agreement, or otherwise, shall be materially false or misleading in any respect or shall omit a material fact, whether or not made with knowledge of same.

5.4 Adverse Financial Change. If there should be any material adverse change in the financial condition of the Organization, as determined in LFUCG's reasonable discretion, from its financial condition as shown on any financial statement supplied to LFUCG as referred to in Sections 3.2 or 4.4 of this Loan Agreement, and such adverse change is not fully corrected to LFUCG's satisfaction within thirty (30) days after written notice with respect thereto is provided to the Organization from LFUCG.

5.5 Dissolution or Termination of Existence. If the Organization or any person, firm, or corporation controlling the Organization takes any action that is intended to result in the Organization's termination, dissolution, or liquidation, or to cease operation of the Project for a period of at least three (3) months.

5.6 Solvency.

(a) If the Organization shall (i) be adjudicated bankrupt, (ii) admit in writing its inability to pay its debts generally as they become due, (iii) make a general assignment for the benefit of creditors, or (iv) file a petition, or admit (by answer, default or otherwise) the material allegations of any petition filed against it, in bankruptcy under the federal bankruptcy laws (as in effect on the date this Loan Agreement, or as they may be amended from time to time), or under any other law for the relief of debtors, or for the discharge, arrangement or compromise of their debts.

(b) If a petition shall have been filed against the Organization in proceedings under the federal bankruptcy laws (in effect on the day of this Loan Agreement, or as they may be amended from time to time) or under any other laws for the relief of debtors, or for the discharge, arrangement, or compromise of their debts, or any order shall be entered by any court of competent jurisdiction appointing a receiver, trustee, or liquidator of all or any material part of the Organization's assets, and such petition or order is not dismissed or stayed within thirty (30) consecutive days after entry thereof.

5.7 Other Defaults. If any event would give another Person or entity the right to accelerate payments of material indebtedness for borrowed money or to proceed against the Project Site.

5.8 Loan Documents. If, for any reason, any of the Loan Documents to which Organization is a party shall cease to be in full force and effect, or shall be declared null and void, or shall be contested by the Organization as to the validity or enforceability thereof.

SECTION 6  
Remedies Upon Default

Notwithstanding any contrary provisions or inference herein or elsewhere:

6.1 Acceleration; Assessment of Interest Rate. If any Event of Default shall occur under this Agreement, LFUCG shall have the right, in its sole discretion, to declare the entire remaining amount of the Loan immediately due and payable, along with interest as provided in Section 2.2 of this Agreement.

6.2 Exercise of Remedies. The rights and remedies of LFUCG under the Loan Documents shall be deemed to be cumulative and shall be in addition to all those rights and remedies afforded to LFUCG at law or in equity. Any exercise of any rights or remedies shall not be deemed to be an election of that right or remedy to the exclusion of any other right or remedy.

SECTION 7  
Conditions Precedent

LFUCG's obligation to make the Loan shall be conditioned upon the fulfillment of the following conditions prior to the making of such Loan:

7.1 Representations, Warranties, and Covenants. Each and every representation, warranty, and covenant made by or on behalf of the Organization in its application to LFUCG or relating to any of the Loan Documents to which it is a party or instruments or transactions contemplated thereby shall be true, complete, and correct on and as of the date the Loan is made and shall be so evidenced by a certificate executed by the Organization's duly authorized officer, to be dated and delivered to LFUCG as of the closing date of this Loan.

7.2 No Defaults. There shall exist no Event of Default and no event which, with the giving of any notice or the passage of any period of time, constitutes an Event of Default.

7.3 Compliance. The Organization shall have observed or complied with all provisions of this Loan Agreement.

7.4 Insurance Policy. The Organization shall have submitted to LFUCG a copy of an applicable certificate, in customary form, with respect to the current insurance coverage on the Project Site.

7.5 Employment Waiver and Authorization. The Organization hereby agrees to require authorization from its lessees for LFUCG to request that the Office of Employment and Training within the Department for Workforce Investment ("OET") furnish to LFUCG, on a confidential basis (except as to information disclosed on the public website of LFUCG as to all projects approved by LFUCG), all information in the possession of OET concerning the number of people claimed by the Organization as satisfying the Jobs

Requirement, and the number of hours worked by those employees. The Organization hereby agrees to require that its lessees release OET from any and all responsibility for disclosing to LFUCG the information requested in connection with this Loan Agreement. Organization shall provide written authorization from its lessees required hereunder within thirty (30) days of receipt.

7.6 Corporate Existence and Authorization. The Organization shall provide, at the request of the LFUCG, an original Certificate of Good Standing or equivalent from the Kentucky Secretary of State's Office and copies of its Articles of Incorporation and any amendments thereto.

7.7 Successors and Assigns. Except as otherwise expressly provided herein, the terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of the parties hereto. This provision shall not be construed to permit assignment by the LFUCG or the Organization of any of their respective rights or duties under this Agreement or the other Loan Documents.

## SECTION 8 Interpretation

8.1 No Waivers; Multiple Exercise of Rights. No course of dealing in respect to, nor any omission or delay in the exercise of, any right, power, remedy, or privilege by LFUCG shall operate as a waiver thereof, nor shall any right, power, remedy, or privilege of LFUCG be exclusive of any other right, power, remedy, or privilege referred to herein or in any related document now or hereafter available at law, in equity, in bankruptcy, by statute, or otherwise. Each such right, power, remedy, or privilege may be exercised by LFUCG, and as often and in such order as LFUCG may deem expedient.

8.2 Time of the Essence. Time shall be of the essence in the performance of all the Organization's obligations under the Loan Documents and the other instruments related hereto.

8.3 Binding Effect. The provisions of this Loan Agreement shall bind and benefit the Organization and LFUCG and their respective successors and assigns, including each subsequent holder, if any; provided, however, that this paragraph shall not be construed to permit the assignment by the Organization of its rights and obligations under this Loan Agreement without LFUCG's prior written consent.

8.4 Headings. The headings used in this Loan Agreement are for convenience of reference only, and shall not be considered in the interpretation or construction of this Loan Agreement.

8.5 Governing Law. The Loan Documents and the respective rights and obligations of the parties hereto shall be construed in accordance with and governed by the laws of the Commonwealth of Kentucky.

8.6 Jurisdiction and Venue. The parties hereto agree that any suit, action, or proceeding with respect to this Loan Agreement may only be brought in or entered by, as the case may be, (a) the courts of the Commonwealth of Kentucky situated in Lexington, Fayette County, Kentucky, and the parties hereby submit to the jurisdiction of such court for the purpose of any such suit, action, proceeding, or judgment and waive any other preferential jurisdiction by reason of domicile. The parties hereby irrevocably waive any objection that they may now or hereafter have to the laying of venue of any suit, action, or proceeding arising out of or related to this Loan Agreement and the Loan Documents to which Organization is a party brought in the Courts of the Commonwealth of Kentucky situated in Lexington, Fayette County, Kentucky and also hereby irrevocably waive any claim that any such suit, action, or proceeding brought in any one of the above-described courts has been brought in an inconvenient forum.

8.7 Complete Agreement. This Loan Agreement and the other instruments referred to herein contain the entire agreement of the parties pertaining to its subject matter and supersede all prior written and oral agreements pertaining hereto.

8.8 Assignments or Modifications. The Organization may not assign its rights under this Loan Agreement to any other party without the prior written consent of the LFUCG, which consent shall not be unreasonably withheld or delayed. This Loan Agreement may be modified only in a writing executed by LFUCG and the Organization.

8.9 Severability. If any part, term, or provision of this Loan Agreement is held by any court to be unenforceable or prohibited by any law applicable to this Loan Agreement, the rights and obligations of the parties shall be construed and enforced with that part, term, or provision limited so as to make it enforceable to the greatest extent allowed by law, or, if it is totally unenforceable, as if this Loan Agreement did not contain that particular part, term, or provision.

SECTION 9  
Notices

Any notice required or permitted to be given under this Loan Agreement shall be in writing and shall be deemed sufficiently given for all purposes if sent by registered mail, postage pre-paid and return receipt requested, or by electronic mail, in each case addressed to the intended recipient (a) as follows:

|              |   |
|--------------|---|
| If to LFUCG: | Chief Development Officer<br>Lexington-Fayette Urban County Government<br>200 East Main Street<br>Lexington, KY 40507<br>ATTN: Kevin Atkins |
|--------------|---|

|                         |  |
|-------------------------|--|
| If to the Organization: | Turner Property 4 LLC<br>1387 E New Circle Rd Ste 130<br>Lexington, KY 40505<br>Attn: Melissa Horn |
|-------------------------|--|

or (b) such other address which any party hereto may specify by written notice to the other party in accordance with the terms of this Section, including electronic mail addresses as designated from time to time. Any registered mail notice shall be deemed effective as of three (3) business days after the mailing date of said notice.

SECTION 10  
Survival of Covenants, Agreements,  
Warranties, and Representations

All covenants, agreements, warranties, and representations made by the Organization herein shall survive the making of the Loan and the execution and delivery of the Loan Documents.

SECTION 11  
Fees and Expenses;  
Costs of Enforcement

If any Event of Default shall occur under the Loan Documents, the Organization shall pay to LFUCG, to the extent allowable by applicable law, such amounts as shall be sufficient to reimburse LFUCG fully for all of its costs and expenses incurred in enforcing its rights and remedies under the Loan Documents, including without limitation LFUCG's reasonable legal fees and court costs. Such amounts shall be deemed evidenced by and secured by all the Loan Documents.

SECTION 12  
Miscellaneous Provisions

12.1 Term of Loan Agreement. The term of this Loan Agreement shall commence as of the date of this Loan Agreement's execution, and continue until the first date on which the Loan and all accrued interest thereon shall have been paid in full and the Organization shall have paid or performed all its other obligations hereunder.

12.2 Severability. If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken.

12.3 Amendments. By mutual agreement, the Parties may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make any such material changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

12.4 Third Party Beneficiaries. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either the Organization or LFUCG.

12.5 Incorporation by Reference. All exhibits, schedules, annexes, or other attachments to this Loan Agreement are incorporated into this Loan Agreement as if set out in full in the first place that reference is made thereto.

12.6 Nonliability of LFUCG. This Agreement will not be construed to make LFUCG liable to materialmen, contractors, craftsmen, laborers or others for goods and services delivered by them to or upon the Property or for debts or claims accruing to said parties against the Borrower. There are no contractual relationships, either express or implied, between LFUCG and any materialman, contractors, craftsmen, laborers or any other persons supplying work, labor or materials on the job, nor will any third person or persons, individual or corporate, be deemed to be beneficiaries of this Loan Agreement or any term, condition or provisions hereof or on account of any actions taken or omitted by LFUCG pursuant hereto.

12.7 Multiple Counterparts. This Loan Agreement may be signed by each party upon a separate copy, and in such case, one counterpart of this Loan Agreement shall consist of a sufficient number of such copies to reflect the signature of each party.

12.8 Waiver. The waiver by either party of any breach of any provision of this Loan Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision of this Agreement.

12.9 Waivers by the Organization. The Organization hereby waives, to the extent permitted by applicable law, (a) all presentments, demands for performance, notices of nonperformance, protests, notices of protest, and notices of dishonor in connection with; and, (b) any requirement of diligence or promptness on the part of LFUCG in enforcement of its rights under the provisions of the Loan Documents.

IN WITNESS WHEREOF, the Lexington-Fayette Urban County Government and the Organization have executed this Loan Agreement as of the day, month and year first above written.

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

By: *Linda Gorton*

Printed Name: Linda Gorton

Title: Mayor

**ORGANIZATION:**

**Turner Property 4 LLC**

By: *Daren Turner*

Printed Name: Daren Turner

Title: Owner

**ATTEST:**

*MacKenzie Steel*

**Council Clerk**

COMMONWEALTH OF KENTUCKY )

COUNTY OF Fayette )

The foregoing Forgivable Loan Agreement was sworn to, subscribed and acknowledged before me on this 14<sup>th</sup> day of October, 2024 by Daren Turner of Turner Property 4, LLC, for and on behalf of said Organization, which is registered to do business in Kentucky.

Jessica S. Mann  
Notary Public  
My commission expires: 5/13/21

**EXHIBIT A**  
**APPLICATION**

## EXHIBIT B

### PROMISSORY NOTE

**Borrower:**

Turner Property 4 LLC of 1387 E New Circle Rd Ste 130,  
Lexington, KY 40505 (the "Borrower")

**LFUCG:**

Lexington-Fayette Urban County Government of 200 E. Main St,  
Lexington, KY, 40507 (the "LFUCG")

**Principal Amount:** \$366,680.00 USD ("Loan")

1. FOR VALUE RECEIVED, the Borrower promises to repay to the LFUCG the principal advanced to Borrower pursuant to the terms of the Forgivable Loan Agreement entered into by the parties on 01/14, 2024, (the "Loan Agreement"), up to the maximum sum of \$366,680.00 USD, plus any penalty, interest, costs, fees, charges provided for in the Loan Agreement.
2. Interest will be assessed at a rate of ZERO PERCENT (0.00%) of the outstanding principal per annum. However, should an Event of Default occur under the terms of the Forgivable Loan Agreement, additional interest in an amount of twelve percentage points (12%) per annum may be assessed at the sole discretion of LFUCG.
3. Should an Event of Default occur under the terms of the Loan Agreement, the LFUCG shall have the right, in its sole discretion, to declare the entire remaining amount of the principal and interest immediately due and payable. In the case of the Borrower's default and the acceleration of the amount due by the LFUCG all amounts outstanding under this Note will bear interest of twelve percentage points (12%) per annum from the date of demand until paid.
4. Payment on the Loan shall be deferred as long as the Borrower complies with the terms of the Loan Agreement. Upon completion of the Project to the sole satisfaction of LFUCG within two years of the execution of the Loan Agreement, one hundred percent (100%) of the outstanding principal and interest shall be forgiven if Organization has otherwise fully complied with the terms of the Loan Documents and satisfied all duties and obligations established thereunder.
5. At any time while not in default under this Note or the Loan Agreement, the Borrower may pay the outstanding balance then owing under this Note, together with accrued interest thereon, to the LFUCG without further bonus or penalty.
6. All costs, expenses, and expenditures, including and without limitation the complete legal costs incurred by the LFUCG in enforcing this Note or the Loan Agreement as a result of any default by the Borrower, will be added to the principal then outstanding and will immediately be paid by the Borrower. In the case of the Borrower's default and the acceleration of the amount due by the LFUCG all





COUNTY OF \_\_\_\_\_ )

The foregoing Certificate was sworn to, subscribed and acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ of Turner Property 4, LLC, a Kentucky Limited Liability Company, for and on behalf of said company, which is registered to do business in Kentucky.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

4854-5501-4628, v. 5

**EXHIBIT D**

**ANNUAL REPORT**

4854-5501-4628, v. 5

|  |  |
|--|--|
| <b>Date:</b>                                       | <b>Report 1 or 2 of year _____</b>             |
| <b>Company/Organization Name:</b>                  | <b>Company/Organization Address:</b>           |
| <b>Fund Program: Public Infrastructure Program</b> | <b>Date Approved Infrastructure Completed:</b> |

|   |  |   |  |
|---|--|---|--|
| <b>Minimum Number of Jobs to be Created by the Agreement:</b> |  | <b>Total Number of Jobs Currently Created by the Agreement:</b> |  |
| <b>Median Hourly Wage:<br/>Mean Hourly Wage:</b>              |  | <b>Total Payroll of New Jobs Created by the Agreement:</b>      |  |

I, \_\_\_\_\_, hereby attest to the accuracy of the information provided above in accordance with the Agreement and understand that the LFUCG retains the right to conduct an audit for purpose of verification.

|                   |              |
|-------------------|--------------|
|                   |              |
| <b>Signature</b>  | <b>Title</b> |
|                   |              |
| <b>Print Name</b> | <b>Date</b>  |

Schedule 1 to Exhibit D

|     | <b>Employee Name</b> | <b>Employee Address</b> | <b>Date of Hire</b> | <b>Title</b> | <b>Hours Worked Per Week</b> | <b>Annual Wage</b> |
|-----|----------------------|-------------------------|---------------------|--------------|------------------------------|--------------------|
| 1.  |                      |                         |                     |              |                              |                    |
| 2.  |                      |                         |                     |              |                              |                    |
| 3.  |                      |                         |                     |              |                              |                    |
| 4.  |                      |                         |                     |              |                              |                    |
| 5.  |                      |                         |                     |              |                              |                    |
| 6.  |                      |                         |                     |              |                              |                    |
| 7.  |                      |                         |                     |              |                              |                    |
| 8.  |                      |                         |                     |              |                              |                    |
| 9.  |                      |                         |                     |              |                              |                    |
| 10. |                      |                         |                     |              |                              |                    |

4854-5501-4628, v. 5

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## Licensed Training Provider Agreement

This **Licensed Training Provider Agreement** ("Agreement") is by and between The American National Red Cross ("Red Cross") and **Lexington Fayette Urban County Government, Division of Streets & Roads** (the "LTP") (each a "Party" and together the "Parties"), effective as of the last date of signature set forth below ("Effective Date"), for the purpose of licensing Red Cross training materials and curriculum to LTP in order to permit LTP to deliver instruction in the Red Cross training courses that are included within the product package(s) listed in Appendix B ("Courses").

### 1. LTP Responsibilities. LTP will:

- 1.1. Only permit an individual to teach a Course and submit Course Records (as defined below) under LTP's account in Red Cross's learning management system ("LMS") if that individual (i) has an active certification by Red Cross to teach the Course, and is otherwise in good standing as an instructor with Red Cross, when the Course is delivered, and (ii) has been authorized by LTP to teach Courses on LTP's behalf and enter records for completed Courses ("Course Records") on LTP's behalf in Red Cross's LMS before the Course is delivered. (Individuals who satisfy all of these conditions are hereinafter referred to as "Instructors").
- 1.2. Cause Instructors to teach Courses using only Red Cross-approved instructional materials and such other copyrighted and proprietary educational content as Red Cross may provide from time to time to licensed training providers of Course instruction ("Course Materials"), in compliance with the most current Red Cross Training Provider Resource Guide ("Guide"), curricula, policies, and procedures, as the same may be amended or supplemented from time to time (collectively, the "Policies"), which Policies, as of the Effective Date, are available at <https://www.redcrosslearningcenter.org>.
- 1.3. Only sponsor, promote, and teach Courses and otherwise perform under this Agreement within the United States of America and its territories ("U.S."), as the Red Cross is only permitted to operate within the U.S.
- 1.4. Permit—or, upon Red Cross's request, obtain permission for—Red Cross to enter upon the premises at which Courses are taught so that Red Cross can observe LTP's Courses. Red Cross will cooperate with LTP in the scheduling of any such visit, but LTP may not notify its Instructors in advance of a scheduled visit.
- 1.5. Enter accurate and complete Course Records for each completed Course, along with all other requested information, into the Red Cross's LMS within ten (10) calendar days of the date that any scheduling instance of a Course (each a "Class") has been completed, and comply with all terms and conditions of the LMS during such use.
- 1.6. Only issue Course completion certificates, using Red Cross-approved systems and forms, to students who have successfully completed a Course that has been administered by the required number of Instructors and otherwise in compliance with the Policies and this Agreement (it being understood that Red Cross may, in addition to other remedies, invalidate any Course completion certification not issued in conformity with this section).
- 1.7. Pay all fees payable under this Agreement when due, in accordance with section 5 below.
- 1.8. Be responsible for LTP's acts and omissions, and the acts and omissions of its Instructors, in connection with the delivery of Courses under this Agreement.
- 1.9. Maintain insurance (or, if LTP is a public entity, self-insure through a publicly recognized self-insurance program) to cover its performance under this Agreement, as Red Cross insurance does not extend to LTP or its Instructors. If aquatics courses are included among the Courses that LTP is authorized to

deliver under Appendix B, maintain, at minimum, the types and limits of coverage set forth in Appendix C. Provide proof of insurance coverage to Red Cross upon its request.

**2. License to Course Materials; CPS.**

- 2.1. Red Cross is the owner of Course Materials. Subject to the terms and conditions of this Agreement, Red Cross hereby grants LTP a limited, non-exclusive, non-transferrable, and non-sublicensable license to publicly display and perform, Course Materials solely for the purpose of conducting Courses authorized under this Agreement. LTP may not revise, edit or create derivative works of Course Materials, in whole or in part.
- 2.2. Course Materials will be made available to LTP by digital download or other means as determined by Red Cross. LTP shall only obtain Course Materials for Courses that LTP is authorized to provide, and only through distribution means authorized by Red Cross.
- 2.3. Any certificates memorializing the successful completion of any Course may be issued only through the LMS. LTP has no right or authorization to design or create its own Course completion certificates.
- 2.4. LTP shall use reasonable efforts to protect the Course Materials from use not permitted under this Agreement. This Agreement does not constitute a transfer of ownership rights in the Course Materials. LTP shall not use facts and information from the Course Materials to create its own courses and course materials.
- 2.5. LTP may, from time to time, at its election, participate in Red Cross's Class Posting Service ("CPS"). Using the CPS, licensed training providers of Red Cross may advertise the availability of Courses to prospective students on Red Cross's on-line store, for additional fees. LTP agrees that its participation in the CPS will be governed by the terms and conditions contained in Red Cross's CPS User Guide, as the same may be amended from time to time. Red Cross may suspend or terminate the CPS with respect to all licensed training providers, including LTP, at any time or from time to time, in its sole discretion.

**3. Use of Names and Marks.**

- 3.1. Red Cross grants LTP the limited, non-exclusive, non-transferable and non-assignable license in the U.S. to use the name and logo of the Red Cross in the format set forth in the Guide (the "Authorized Mark") solely to promote that LTP is an authorized provider of the Courses, and subject to all restrictions herein this Agreement and the Policies.
- 3.2. Except as expressly provided in this Agreement, neither Party may use the other Party's name(s), logos trademarks or other intellectual property in marketing materials, press releases, presentations other than Courses, or otherwise without the advance written consent of the other Party, which consent may be granted or withheld in the other Party's sole discretion.
- 3.3. LTP shall not state or imply that Red Cross sponsors or endorses LTP's business, products or services generally, or that any other training courses and services other than the Courses, are owned or endorsed by or otherwise associated or affiliated with Red Cross.
- 3.4. LTP shall not (i) create a compound mark with the Authorized Mark or (ii) use the Authorized Mark with any other design, slogan or trademark when such combination would tend to cause confusion as to source or affiliation.
- 3.5. LTP shall not in any instance, use a Greek red cross design in association with its business, goods or services.

**4. Term and Termination.**

- 4.1 This Agreement will be effective as of the Effective Date listed above and ends on the day before the thirty-six (36) month anniversary thereof, unless earlier terminated as provided below.
- 4.2 Red Cross may immediately terminate this Agreement if LTP breaches this Agreement. Red Cross may also terminate this Agreement if LTP breaches the terms of the CPS.
- 4.3 Either Party may terminate this Agreement with advance written notice to the other Party of at least thirty (30) days.
- 4.4 Notwithstanding expiration or any termination of this Agreement, the provisions of this Agreement will continue to govern with respect to any amounts payable to Red Cross for Courses completed prior to such expiration or termination. The Parties' obligations under sections 5.10 and 7 below will also survive expiration or any termination of this Agreement.

**5. Fees and Invoicing.**

- 5.1 For each Course enrollee, LTP will be charged the per-student license fee that is applicable to that Course. Courses are included within the product package(s) listed on Appendix B. Fees for Courses are set forth in the price list attached to Appendix B.
- 5.2 Unless LTP has been approved for invoicing, LTP will remit payment by credit card upon entry of Course Records into LMS. All fees for CPS are non-refundable and will be paid by credit card at the time LTP submits the Class for posting.
- 5.3 Red Cross may approve or deny LTP's request to be invoiced at Red Cross's sole discretion. Invoices will be sent via postal mail, may be issued up to four (4) times per month, and will include all transactions submitted in that billing period. Payment in full is due thirty (30) days from the date of each invoice. If LTP does not pay any amount by the payment due date, the Red Cross may, in its sole discretion (a) suspend or terminate the LTP's invoicing privileges and require credit card payment at the time LTP enters Courses into LMS; or (b) suspend or terminate the LTP's right to deliver Red Cross training and enter Course Records into LMS. If the Red Cross pursues collections action to recover past due amounts, the LTP will be responsible for all costs of collection including reasonable attorney's fees and collection agency fees and expenses.
- 5.4 If approved for invoicing, LTP may elect to have invoices delivered electronically to one (1) email address. LTP will provide Red Cross a single valid email address for electronic invoice delivery. LTP will receive a PDF copy of the invoice. LTP understands that LTP will not receive an invoice via postal mail after enrollment in electronic invoice delivery.
- 5.5 If LTP desires that invoices issued by Red Cross reflect LTP-issued purchase order numbers, then any such purchase order must be received by Red Cross at least ten (10) business days prior to the Class date; it being understood that under no circumstance will the absence of an LTP-issued purchase order number on any invoice excuse LTP's timely payment of that invoice.
- 5.6 To pay an invoice by credit card or to establish ACH payments, call 888-284-0607. To pay an invoice by check, include the remittance advice showing the LTP account name, customer number and invoice number, and send to:

American Red Cross - Training Services  
25688 Network Place  
Chicago, IL 60673-1256

- 5.7 Red Cross is not obligated to use LTP's vendor payment portal. If LTP desires that Red Cross use LTP's vendor payment portal, LTP must make such a request in writing. Red Cross may grant or deny the request in its sole discretion. Acceptance of such a request may only be made in writing by an authorized representative of Red Cross. LTP must continue to pay invoices delivered by mail or email on a timely basis while such a request is pending. If Red Cross elects to use LTP's vendor payment portal,

Red Cross will not be obligated to pay LTP or any third party any fee or expense for such use, regardless of any provision to the contrary in such portal's terms of use. LTP will, on demand, promptly reimburse Red Cross for any such fee or expense.

- 5.8 If LTP has account balance or invoice questions or concerns, immediately upon receipt of invoice, LTP may email [billing@redcross.org](mailto:billing@redcross.org) or call 888-284-0607 to report and resolve the inquiry.
- 5.9 At least annually, Red Cross will review its national Course price list, and may increase its prices for Courses. Red Cross will notify LTP of any such increase. Such notice (which Red Cross may send to LTP's contact for notices or contact for billing in [Appendix A](#)) will specify the date on which the increase will take effect under this Agreement. That date will be at least thirty (30) days after the date of such notice. As of that effective date, prices under this Agreement will automatically be modified to reflect such increase without need for the Parties to take any other action, including (without limitation) the execution of any separate modification of, or amendment to this Agreement.
- 5.10 If the Red Cross determines that any Course offered by the LTP is not taught in accordance with Red Cross Policies, the LTP will be responsible for any costs associated with re-training Course participants. Red Cross, at its sole discretion, will determine the appropriate party to conduct re-training, which may include the LTP, or any Red Cross employee, volunteer, or third-party licensed training provider. LTP's obligation to pay for retraining under this section will survive the expiration or earlier termination of this Agreement with respect to any such retraining that takes place after the effective date of expiration or termination; and the provisions for invoicing and collection of past-due amounts set forth in this Section 5 will continue to govern with respect to any such obligation.

**6. Notices.** Each Party's contacts for notices and billing under this Agreement are listed on [Appendix A](#).

**7. Confidentiality.** Except as required by applicable law or otherwise provided herein, LTP will maintain in confidence the pricing information set forth in [Appendix B](#).

**8. Intellectual Property.**

- 8.1 Red Cross reserves all rights not expressly granted herein, in its registered and common law trademarks, service marks, names, emblems, logos and designs including without limitation, the Authorized Mark (the "Red Cross Marks"), and in the Course Materials in whole or in part (collectively the "Red Cross IP").
- 8.2 LTP acknowledges and agrees that the Red Cross IP is and shall remain the property of Red Cross, and that the license granted under this Agreement does not constitute a transfer to LTP of any ownership rights in the Red Cross IP. Further, the Parties agree and acknowledge that LTP's use of the Red Cross IP shall inure solely to the benefit of Red Cross.
- 8.3 LTP shall not commit, or cause any third party to commit, any act challenging, contesting or in any way impairing or attempting to impair Red Cross's right, title and interest in and to the Red Cross IP, including seeking registration of the Red Cross IP in whole or in part, or of any confusingly similar trademark or service mark anywhere in the world or incorporating LTP's business under the Red Cross Marks or any aspect of the Red Cross Marks or any name confusingly similar to the Red Cross Marks.
- 8.4 Upon the expiration or termination of this Agreement, all rights in the Red Cross IP herein granted to LTP immediately expire, and LTP will immediately cease all use of the Red Cross IP.

**9. Miscellaneous.**

- 9.1 **Severability.** In the event any provision of this Agreement is held invalid, illegal or unenforceable (any such provision, an "Invalid Provision") in any jurisdiction, the Red Cross and the LTP shall promptly

negotiate in good faith a lawful, valid and enforceable provision that is as similar in terms to such Invalid Provision as may be possible while giving effect to the future benefits and burdens accruing to the Parties hereunder. But, in no way will the Invalid Provision affect the validity or enforceability of any other portion or provision of this Agreement, regardless of the ability of the Parties to negotiate a new provision.

- 9.2 **Independent Contractors.** Each Party is an independent contractor with respect to the other, and nothing herein shall create any partnership, franchise, or joint venture between the Parties or an employer-employee or agency relationship. No agent, employee or servant of any Party shall be, or shall be deemed to be, the employee, agent or servant of the other Party, and each Party shall be solely and entirely responsible for its acts and the acts of its agents, employees and servants.
- 9.3 **Assignment.** LTP may not assign its rights under this Agreement, or delegate its obligations, in whole or in part, without the prior written consent of Red Cross. Any attempted assignment or delegation in violation of the foregoing will be null and void.
- 9.4 **Governing Law.** The Agreement is governed by the laws of the District of Columbia, without giving effect to its choice or conflict of law rules.
- 9.5 **Inapplicability of Procurement Terms.** This Agreement is not a contract for the purchase, sale, or use of personal property or for the rendering of personal or professional services by Red Cross. It is only a limited license in Red Cross IP. It is, therefore, not subject to policies, regulations, terms, conditions, or other requirements of LTP or any third party (including, but not limited to, the Federal Acquisition Regulation and any agency supplement thereto, and the U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) that relate only to suppliers and vendors of goods or services. Under this Agreement, Red Cross will not carry out part of any Federal award received by LTP. Neither Red Cross, the host of its LMS, nor any other vendor to Red Cross in connection with this Agreement, will act as, nor may any of them be deemed, (i) a subcontractor to Red Cross or a first-tier or lower-tier subcontractor or sub-grantee to LTP under any prime contract or grant, or (ii) a first-tier or lower-tier processor of personal or other data for LTP or any third party.
- 9.6 **Data Processing.** Red Cross operates the LMS as a nationwide system of course certification. It does not operate the LMS as a service to, or as an agent or for the benefit of, LTP. Insofar as Red Cross collects, processes, transmits, stores, or otherwise manages data, including personal data, contained in Course Records, it will not be doing so for, or on behalf of, or as a service to, LTP. Red Cross retains all rights in and to the LMS and any Course Records uploaded by LTP into the LMS.
- 9.7 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings and representations, both written and oral, between the Parties with respect to the subject matter of this Agreement.
- 9.8 **Amendments and Waivers.** Amendments, addenda and waivers to this Agreement will be effective only if made, in each case, by a non-preprinted document clearly understood by both Parties to be an amendment, addendum or waiver, as the case may be, and signed by both Parties. Any additional or different terms or conditions contained in any purchase order, confirmation, receipt, invoice, click-through agreement, or similar documents will not be binding on either Party, whether or not such terms and conditions would materially alter this Agreement (and even if the receiving Party has signed or otherwise acknowledged such purchase order, confirmation, receipt, invoice, click-through agreement or similar document), and each Party hereby rejects all such additional or different terms and conditions.
- 9.9 **Mutual Representations.** Each Party is relying upon the truth and accuracy of the following warranties, as made by the other Party, as a material inducement to entering into this Agreement:

- A. LTP warrants that any information it has tendered to Red Cross concerning its legal status, identities of its directors, officers, shareholders, or other principals and affiliates, financial condition, current and historical operations, insurance coverages, and all other information requested by Red Cross in connection with any inquiry into LTP's capabilities and qualifications as a prospective licensed training provider of Red Cross, was, on the date it was provided to Red Cross and on the Effective Date, true and accurate in all respects and free of any misleading omissions. LTP acknowledges that the foregoing warranty is a material inducement for the Red Cross to enter into this Agreement.
- B. Each Party represents to the other that it is duly organized or incorporated and validly existing under the laws of the state where it is organized or incorporated (or, if it is organized under federal law, that it is duly organized and validly existing under the laws of the United States), that it has the power and authority to enter into this Agreement and carry out its provisions, that it has taken all actions required for it to enter into the Agreement prior to the Effective Date, that its representative who has signed this Agreement below is duly authorized to execute and deliver this Agreement, and that this Agreement is legally binding upon and enforceable against it.

The Parties, acting through their duly authorized officers, have executed this Agreement, which shall come into force as of the Effective Date. Execution of this Agreement confirms LTP's receipt of the Training Provider Resource Guide, which may be updated from time to time.

|   |   |
|---|---|
| LTP Name: <b>Lexington Fayette Urban County Government, Division of Streets &amp; Roads</b> | <b>The American National Red Cross</b>    |
| LTP Signature: <i>Linda Gorton</i>  | Red Cross Signature: <i>Michael Gordy</i> |
| Name: <i>Mayer Linda Gorton</i>   | Name: <b>Michael Gordy</b>                |
| Title: <i>Mayor</i>   | Title: <b>Aquatic Specialist</b>          |
| Date: <i>10/29/24</i>   | Date: <i>10/17/24</i>                     |



Licensed Training Provider Agreement  
Appendix A – Contact Information

Licensed Training Provider (LTP) Information

LTP: **Lexington Fayette Urban County Government, Division of Streets & Roads**

LTP Address: **1555 Old Frankfort Pike  
Lexington, KY, 40504**

LTP Fax:

LTP Account Number: **LEXINGTONURBAN**

LTP Contact: **Michael Thomas**

LTP Contact Email: **res154cue@yahoo.com**

LTP Contact Phone: **(610) 721-4486**

Extension:

*(NOTE: All Billing Contact information MUST be completed for a specific individual; not a system/generic email)*

LTP Billing Contact Name: **Michael Thomas**

LTP Billing Contact Phone: **(859) 338-1761**

Extension:

LTP Billing Contact Email: **mthomas@lexingtonky.gov**

LTP Billing Address: **1555 Old Frankfort Pike  
Lexington, KY, 40504**

LTP DUNS Number:

Email for Invoice Delivery (if electing electronic invoice delivery):

Notices to be delivered to LTP Contact, above.

Red Cross sales representative

Name: **Michael Gordy**

Phone: **812-318-4084**

Ext.:

Email: **michael.gordy@redcross.org**

Legal Notice to be delivered to your Red Cross sales representative with a copy to The American National Red Cross, Office of the General Counsel at 431 18<sup>TH</sup> Street NW, Washington, DC 20006.

**Licensed Training Provider Agreement  
Appendix C – Insurance Requirements for Aquatics LTPs**

LTPs who have Aquatics Courses included in Appendix B are required to maintain General Liability insurance coverage in an amount not less than \$1,000,000 per occurrence naming the Red Cross as additional insured. The policy shall be written as primary policy coverage and not contributing with, or in excess of, any coverage which the Red Cross may maintain. Coverage limits may be met by a combination of primary and excess or umbrella policies. If LTP is a self-insured public entity, LTP must provide a certificate of self-insurance.

LTP shall provide the Red Cross with certificates of insurance (“COIs”) evidencing the required insurance coverage and limits prior to the commencement of training activities under this Agreement, and renewal certificates, for as long as this Agreement is in effect, to the Red Cross contact referenced in Appendix A. In addition, LTP shall provide Red Cross with COIs that conform to the above requirements for each affiliate, division, operating unit, and branch office of LTP that conducts training activities under this Agreement and maintains insurance coverage separate from LTP.

LTP agrees to notify the Red Cross prior to any cancellation or nonrenewal of the required insurance policies.

---

The Certificate of Insurance (COI) provided must be completed as follows:

Certificate Holder:        **The American National Red Cross  
431 18<sup>th</sup> Street, NW  
Washington, D.C. 20006**

Description of Operations (shall read as follows):

**RE: Licensed Training Provider Agreement.**

**THE AMERICAN NATIONAL RED CROSS, ITS GOVERNORS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND PERMITTED ASSIGNS ARE INCLUDED AS ADDITIONAL INSUREDS WITH REGARDS TO GENERAL LIABILITY. PRIMARY AND NON-CONTRIBUTORY POLICY LANGUAGE IS INCLUDED WITH RESPECT TO GENERAL LIABILITY WHERE REQUIRED BY CONTRACT.**

All such insurance carriers shall be authorized to do business in the state in which Courses are being provided.



**Appendix B – Product Packages and Price List**

Product Package(s)

- AP/LTP-Administering Emergency Oxygen
- AP/LTP-Babysitters Training
- AP/LTP-Bloodborne Pathogens
- AP/LTP-CPR/AED for the Prof Rescuer
- AP/LTP-Emer Medical Response
- AP/LTP-FA/CPR/AED
- AP/LTP-Responding to Emergencies

**(Price List Attached)**

Additional Product Packages can be added as needed. Please contact your Red Cross representative as listed on [Appendix A](#).

Equipment and Materials

Training equipment, materials and other supplies may be purchased through your Red Cross representative as listed on [Appendix A](#) or [www.RedCrossStore.org](http://www.RedCrossStore.org).

Method of Payment

Preferred Payment Type

Invoice



| Price List                       | SKU             | Product   | UOM  | Price |
|----------------------------------|-----------------|---|------|-------|
| AP/LTP-Responding to Emergencies | AP-HSSRTE406R   | RTE with BLS, AEO, BBP, Epi, and Asthma Review                                    | Each | 50.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE406C   | RTE with BLS, AEO, BBP, Epi, and Asthma Challenge                                 | Each | 50.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE406-BL | RTE with BLS, AEO, BBP, Epi, and Asthma -BL                                       | Each | 50.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE406    | RTE with BLS, AEO, BBP, Epi, and Asthma   | Each | 50.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE405R   | RTE Adult and Pediatric FA/CPR/AED Review with Asthma, Epi and BBP                | Each | 50.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE405C   | RTE Adult and Pediatric FA/CPR/AED Challenge with Asthma, Epi and BBP             | Each | 50.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE405    | Responding to Emergencies Adult and Pediatric FA/CPR/AED with Asthma, Epi and BBP | Each | 50.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE404R   | Responding to Emergencies Pediatric FA/CPR/AED Review with Asthma, Epi and BBP    | Each | 50.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE404C   | RTE Pediatric FA/CPR/AED Challenge with Asthma, Epi and BBP                       | Each | 50.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE404    | Responding to Emergencies Pediatric FA/CPR/AED with Asthma, Epi and BBP           | Each | 50.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE403R   | RTE Adult and Child FA/CPR/AED Review with Asthma, Epi and BBP                    | Each | 50.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE403C   | RTE Adult and Child FA/CPR/AED Challenge with Asthma, Epi and BBP                 | Each | 50.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE403    | Responding to Emergencies Adult and Child FA/CPR/AED with Asthma, Epi and BBP     | Each | 50.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE402R   | Responding to Emergencies Child FA/CPR/AED Review with Asthma, Epi and BBP        | Each | 50.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE402C   | Responding to Emergencies Child FA/CPR/AED Challenge with Asthma, Epi and BBP     | Each | 50.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE402    | Responding to Emergencies Child FA/CPR/AED with Asthma, Epi and BBP               | Each | 50.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE401R   | Responding to Emergencies Adult FA/CPR/AED Review with Asthma, Epi and BBP        | Each | 50.00 |



**American Red Cross**  
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# Price List

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|                                  |               |   |      |       |
|----------------------------------|---------------|---|------|-------|
| AP/LTP-Responding to Emergencies | AP-HSSRTE401C | Responding to Emergencies Adult FA/CPR/AED Challenge with Asthma, Epi and BBP | Each | 50.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE401  | Responding to Emergencies Adult FA/CPR/AED with Asthma, Epi and BBP           | Each | 50.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE205R | Responding to Emergencies Adult and Pediatric FA/CPR/AED Review and BBP       | Each | 46.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE205C | Responding to Emergencies Adult and Pediatric FA/CPR/AED Challenge and BBP    | Each | 46.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE205  | Responding to Emergencies Adult and Pediatric FA/CPR/AED and BBP              | Each | 46.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE204R | Responding to Emergencies Pediatric FA/CPR/AED Review and BBP                 | Each | 46.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE204C | Responding to Emergencies Pediatric FA/CPR/AED Challenge and BBP              | Each | 46.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE204  | Responding to Emergencies Pediatric FA/CPR/AED and BBP                        | Each | 46.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE203R | Responding to Emergencies Adult and Child FA/CPR/AED Review and BBP           | Each | 46.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE203C | Responding to Emergencies Adult and Child FA/CPR/AED Challenge and BBP        | Each | 46.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE203  | Responding to Emergencies Adult and Child FA/CPR/AED and BBP                  | Each | 46.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE202R | Responding to Emergencies Child First Aid/CPR/AED Challenge and BBP           | Each | 46.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE202C | Responding to Emergencies Child First Aid/CPR/AED Challenge and BBP           | Each | 46.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE202  | Responding to Emergencies Child First Aid/CPR/AED and BBP                     | Each | 46.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE201R | Responding to Emergencies Adult First Aid/CPR/AED Review and BBP              | Each | 46.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE201C | Responding to Emergencies Adult First Aid/CPR/AED Challenge and BBP           | Each | 46.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE201  | Responding to Emergencies Adult First Aid/CPR/AED and BBP                     | Each | 46.00 |



|                                  |               |   |      |       |
|----------------------------------|---------------|---|------|-------|
| AP/LTP-Responding to Emergencies | AP-HSSRTE115R | Responding to Emergencies Adult and Pediatric First Aid/CPR/AED Review    | Each | 38.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE115C | Responding to Emergencies Adult and Pediatric First Aid/CPR/AED Challenge | Each | 38.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE115  | Responding to Emergencies Adult and Pediatric First Aid/CPR/AED           | Each | 38.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE113R | Responding to Emergencies Adult and Pediatric First Aid/CPR Review        | Each | 38.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE113C | Responding to Emergencies Adult and Pediatric First Aid/CPR Challenge     | Each | 38.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE113  | Responding to Emergencies Adult and Pediatric First Aid/CPR               | Each | 38.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE112R | Responding to Emergencies Adult and Child First Aid/CPR/AED Review        | Each | 38.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE112C | Responding to Emergencies Adult and Child First Aid/CPR/AED Challenge     | Each | 38.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE112  | Responding to Emergencies Adult and Child First Aid/CPR/AED               | Each | 38.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE110R | Responding to Emergencies Pediatric First Aid/CPR/AED Review              | Each | 38.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE110C | Responding to Emergencies Pediatric First Aid/CPR/AED Challenge           | Each | 38.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE110  | Responding to Emergencies Pediatric First Aid/CPR/AED                     | Each | 38.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE109R | Responding to Emergencies Pediatric First Aid/CPR Review                  | Each | 38.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE109C | Responding to Emergencies Pediatric First Aid/CPR Challenge               | Each | 38.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE109  | Responding to Emergencies Pediatric First Aid/CPR                         | Each | 38.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE107R | Responding to Emergencies Adult and Child First Aid/CPR Review            | Each | 38.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE107C | Responding to Emergencies Adult and Child First Aid/CPR Challenge         | Each | 38.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE107  | Responding to Emergencies Adult and Child First Aid/CPR                   | Each | 38.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE106R | Responding to Emergencies Child First Aid/CPR/AED Review                  | Each | 38.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE106C | Responding to Emergencies Child First Aid/CPR/AED Challenge               | Each | 38.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE106  | Responding to Emergencies Child First Aid/CPR/AED                         | Each | 38.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE105R | Responding to Emergencies Adult First Aid/CPR/AED Review                  | Each | 38.00 |



|                                  |                  |   |      |       |
|----------------------------------|------------------|---|------|-------|
| AP/LTP-Responding to Emergencies | AP-HSSRTE105C    | Responding to Emergencies Adult First Aid/CPR/AED Challenge                 | Each | 38.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE105     | Responding to Emergencies Adult First Aid/CPR/AED                           | Each | 38.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE103R    | Responding to Emergencies Child First Aid/CPR Review                        | Each | 38.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE103C    | Responding to Emergencies Child First Aid/CPR Challenge                     | Each | 38.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE103     | Responding to Emergencies Child First Aid/CPR                               | Each | 38.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE102R    | Responding to Emergencies Adult First Aid/CPR Review                        | Each | 38.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE102C    | Responding to Emergencies Adult First Aid/CPR Challenge                     | Each | 38.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE102     | Responding to Emergencies Adult First Aid/CPR                               | Each | 38.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE101R    | Responding to Emergencies First Aid Review                                  | Each | 30.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE101C    | Responding to Emergencies First Aid Challenge                               | Each | 30.00 |
| AP/LTP-Responding to Emergencies | AP-HSSRTE101     | Responding to Emergencies First Aid   | Each | 30.00 |
| AP/LTP-Emer Medical Response     | AP-HSSPRO805-BL  | Emergency Medical Response Instructor-BL                                    | Each | 43.00 |
| AP/LTP-Emer Medical Response     | AP-HSSPRO501R    | Emergency Medical Responder with Asthma and Epi Review, BLS, AEO and BBP    | Each | 43.00 |
| AP/LTP-Emer Medical Response     | AP-HSSPRO501C    | Emergency Medical Responder with Asthma and Epi Challenge, BLS, AEO and BBP | Each | 43.00 |
| AP/LTP-Emer Medical Response     | AP-HSSPRO501     | Emergency Medical Responder with Asthma and Epi (includes BLS, AEO and BBP) | Each | 43.00 |
| AP/LTP-Emer Medical Response     | AP-HSSPRO103R    | Emergency Medical Response Review (includes BLS, AEO and BBP)               | Each | 43.00 |
| AP/LTP-Emer Medical Response     | AP-HSSPRO103C    | Emergency Medical Response Challenge (includes BLS, AEO and BBP)            | Each | 43.00 |
| AP/LTP-Emer Medical Response     | AP-HSSPRO103     | Emergency Medical Response (includes BLS, AEO and BBP)                      | Each | 43.00 |
| AP/LTP-Babysitters Training      | ROC-HSSCAR206-OL | Advanced Child Care Training Online-OL                                      | Each | 45.00 |
| AP/LTP-Babysitters Training      | ROC-HSSCAR203-OL | Babysitting Basics Online-OL  | Each | 45.00 |
| AP/LTP-Babysitters Training      | AP-HSSCAR801-BL  | Babysitter's Training Instructor-BL   | Each | 34.00 |
| AP/LTP-Babysitters Training      | AP-HSSCAR801     | Babysitter's Training Instructor  | Each | 34.00 |
| AP/LTP-Babysitters Training      | AP-HSSCAR206-OL  | Advanced Child Care Training Online-OL                                      | Each | 37.00 |
| AP/LTP-Babysitters Training      | AP-HSSCAR203-OL  | Babysitting Basics Online-OL  | Each | 37.00 |



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|-------------------------------------|-----------------------|--|------|-------|
| AP/LTP-Babysitters Training         | AP-HSSCAR202          | Babysitter's Training and Pediatric First Aid/CPR                                | Each | 38.00 |
| AP/LTP-Babysitters Training         | AP-HSSCAR201          | Babysitters Training   | Each | 17.00 |
| AP/LTP-Bloodborne Pathogens         | ROC-HSSBBP102-OL-r.21 | Bloodborne Pathogens for Tattoo Artists  | Each | 35.00 |
| AP/LTP-Bloodborne Pathogens         | AP-HSSBBP101-r.2 1    | Bloodborne Pathogens Training  | Each | 18.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | ROC-HSSPRO101-OL-r.24 | Blended Learning CPR/AED for Professional Rescuers Online Session                | Each | 0.00  |
| AP/LTP-CPR/AED for the Prof Rescuer | ROC-HSSPRO101-BL      | Blended Learning CPR/AED for Professional Rescuers Online Session                | Each | 0.00  |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO821-BL       | CPR/AED for Professional Rescuers Instructor Crossover/Re-entry-B L              | Each | 43.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO801-BL-r.24  | CPR/AED for Professional Rescuers Instructor-BL                                  | Each | 43.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO801-BL       | CPR/AED for Professional Rescuers Instructor-BL                                  | Each | 43.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO403R-r. 24   | CPR/AED for Professional Rescuers with First Aid and BBP Recertification         | Each | 40.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO403R-BL-r.24 | CPR/AED for Professional Rescuers with First Aid and BBP Recertification-BL      | Each | 40.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO403C-r. 24   | CPR/AED for Professional Rescuers with First Aid and BBP Challenge               | Each | 40.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO403-r.2 4    | CPR/AED for Professional Rescuers with First Aid and BBP                         | Each | 40.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO403-BL-r.24  | CPR/AED for Professional Rescuers with First Aid and BBP-BL                      | Each | 40.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO402R-r. 24   | CPR/AED for Professional Rescuers with First Aid, BBP and AEO Recertification    | Each | 45.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO402R-BL-r.24 | CPR/AED for Professional Rescuers with First Aid, BBP and AEO Recertification-BL | Each | 45.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO402R         | CPR/AED for Professional Rescuers with First Aid, BBP and AEO Review             | Each | 45.00 |
|                                     |                       | CPR/AED for Professional Rescuers with First Aid, BBP and AEO                    |      |       |



|                                     |                       |  |      |       |
|-------------------------------------|-----------------------|--|------|-------|
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO402C-r. 24   | Challenge  | Each | 45.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO402C         | CPR/AED for Professional Rescuers with First Aid, BBP and AEO Challenge          | Each | 45.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO402-r.2 4    | CPR/AED for Professional Rescuers with First Aid, BBP and AEO                    | Each | 45.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO402-BL-r.24  | CPR/AED for Professional Rescuers with First Aid, BBP and AEO-BL                 | Each | 45.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO402          | CPR/AED for Professional Rescuers with First Aid, BBP and AEO                    | Each | 45.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO401R-r. 24   | CPR/AED for Professional Rescuers with First Aid Recertification                 | Each | 38.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO401R-BL-r.24 | CPR/AED for Professional Rescuers with First Aid Recertification-BL              | Each | 38.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO401R         | CPR/AED for Professional Rescuers with First Aid Review                          | Each | 38.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO401C-r. 24   | CPR/AED for Professional Rescuers with First Aid Challenge                       | Each | 38.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO401C         | CPR/AED for Professional Rescuers with First Aid Challenge                       | Each | 38.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO401-r.2 4    | CPR/AED for Professional Rescuers with First Aid                                 | Each | 38.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO401-BL-r.24  | CPR/AED for Professional Rescuers with First Aid-BL                              | Each | 38.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO301R-r. 24   | CPR/AED for Professional Rescuers with RTE Bundle Recertification                | Each | 44.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO301R-BL-r.24 | CPR/AED for Professional Rescuers with RTE Bundle Recertification-BL             | Each | 44.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO301R         | CPR/AED for Professional Rescuers and Responding to Emergencies Bundle Review    | Each | 44.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO301C-r. 24   | CPR/AED for Professional Rescuers with RTE Bundle Challenge                      | Each | 44.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO301c         | CPR/AED for Professional Rescuers and Responding to Emergencies Bundle Challenge | Each | 44.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO301-r.2 4    | CPR/AED for Professional Rescuers with Responding to Emergencies Bundle          | Each | 44.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO301-BL-r.24  | CPR/AED for Professional Rescuers with RTE Bundle-BL                             | Each | 44.00 |
| AP/LTP-CPR/AED for the Prof Rescuer |                       | CPR/AED for Professional Rescuers and Responding to                              |      |       |



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|-------------------------------------|-----------------------|---|------|-------|
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO301          | Emergencies Bundle (Includes CPR/AED for Professional Rescuers with RTE, BBP, Epi and Asthma Recertification) | Each | 44.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO203R-r. 24   | CPR/AED for Professional Rescuers with RTE, BBP, Epi, and Asthma Recertification                              | Each | 44.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO203R-BL-r.24 | CPR/AED for Professional Rescuers with RTE, BBP, Epi, Asthma Recertification-BL                               | Each | 44.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO203R         | CPR/AED for Professional Rescuers with RTE, BBP, Epi, and Asthma Review                                       | Each | 44.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO203C-r. 24   | CPR/AED for Professional Rescuers with RTE, BBP, Epi and Asthma Challenge                                     | Each | 44.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO203C         | CPR/AED for Professional Rescuers with RTE, BBP, Epi, and Asthma Challenge                                    | Each | 44.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO203-r.2 4    | CPR/AED for Professional Rescuers with RTE, BBP, Epi and Asthma   | Each | 44.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO203-BL-r.24  | CPR/AED for Professional Rescuers with RTE, BBP, Epi, and Asthma-BL   | Each | 44.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO203          | CPR/AED for Professional Rescuers with RTE, BBP, Epi, and Asthma  | Each | 44.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO202R-r. 24   | CPR/AED for Professional Rescuers with AEO Recertification  | Each | 38.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO202R-BL-r.24 | CPR/AED for Professional Rescuers with AEO Recertification-BL   | Each | 38.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO202R         | CPR/AED for Professional Rescuers with Administering Emergency Oxygen Review                                  | Each | 38.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO202C-r. 24   | CPR/AED for Professional Rescuers with Administering Emergency Oxygen Challenge                               | Each | 38.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO202C         | CPR/AED for Professional Rescuers with Administering Emergency Oxygen Challenge                               | Each | 38.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO202-r.2 4    | CPR/AED for Professional Rescuers with Administering Emergency Oxygen   | Each | 38.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO202-BL-r.24  | CPR/AED for Professional Rescuers with AEO-BL   | Each | 38.00 |



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|-------------------------------------|-----------------------|--|------|-------|
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO202          | CPR/AED for Professional Rescuers with Administering Emergency Oxygen            | Each | 38.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO201R-r. 24   | CPR/AED for Professional Rescuers with RTE First Aid Recertification             | Each | 38.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO201R-BL-r.24 | CPR/AED for Professional Rescuers with RTE First Aid Recertification-BL          | Each | 38.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO201R         | CPR/AED for Professional Rescuers and Responding to Emergencies First Aid Review | Each | 38.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO201C-r. 24   | CPR/AED for Professional Rescuers with RTE First Aid Challenge                   | Each | 38.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO201C         | CPR/AED for Professional Rescuers and Responding to Emergencies First Aid Challe | Each | 38.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO201-r.2 4    | CPR/AED for Professional Rescuers with Responding to Emergencies First Aid       | Each | 38.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO201-BL-r.24  | CPR/AED for Professional Rescuers with Responding to Emergencies First Aid-BL    | Each | 38.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO201          | CPR/AED for Professional Rescuers and Responding to Emergencies First Aid        | Each | 38.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO112R-r. 24   | CPR/AED for Professional Rescuers with BBP, Asthma and Epi Recertification       | Each | 44.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO112R-BL-r.24 | CPR/AED for Professional Rescuers with BBP, Asthma and Epi Recertification-BL    | Each | 44.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO112C-r. 24   | CPR/AED for Professional Rescuers with BBP, Asthma and Epi Challenge             | Each | 44.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO112-r.2 4    | CPR/AED for Professional Rescuers with BBP, Asthma and Epi                       | Each | 44.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO112-BL-r.24  | CPR/AED for Professional Rescuers with BBP, Asthma and Epi-BL                    | Each | 44.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO111R-r. 24   | CPR/AED for Professional Rescuers and Bloodborne Pathogens Recertification       | Each | 38.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO111R-BL-r.24 | CPR/AED for Professional Rescuers with BBP Recertification-BL                    | Each | 38.00 |



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|-------------------------------------|-----------------------|--|------|-------|
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO111R         | CPR/AED for Professional Rescuers and Bloodborne Pathogens Review                | Each | 38.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO111C-r. 24   | CPR/AED for Professional Rescuers and Bloodborne Pathogens Challenge             | Each | 38.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO111C         | CPR/AED for Professional Rescuers and Bloodborne Pathogens Challenge             | Each | 38.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO111-r.2 4    | CPR/AED for Professional Rescuers and Bloodborne Pathogens                       | Each | 38.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO111-BL-r.24  | CPR/AED for Professional Rescuers with BBP-BL                                    | Each | 38.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO111          | CPR/AED for Professional Rescuers and Bloodborne Pathogens                       | Each | 38.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO110R-r. 24   | CPR/AED for Professional Rescuers with AEO and First Aid Recertification         | Each | 40.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO110R-BL-r.24 | CPR/AED for Professional Rescuers with AEO & First Aid Recertification-BL        | Each | 40.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO110R         | CPR/AED for Professional Rescuers with AEO and First Aid Review                  | Each | 40.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO110C-r. 24   | CPR/AED for Professional Rescuers with AEO and First Aid Challenge               | Each | 40.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO110C         | CPR/AED for Professional Rescuers with Administering Emergency Oxygen and First  | Each | 40.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO110-r.2 4    | CPR/AED for Professional Rescuers with AEO and First Aid                         | Each | 40.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO110-BL-r.24  | CPR/AED for Professional Rescuers with AEO & First Aid-BL                        | Each | 40.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO110          | CPR/AED for Professional Rescuers with Administering Emergency Oxygen and First  | Each | 40.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO109R-r. 24   | CPR/AED for Professional Rescuers with AEO, BBP, Asthma and Epi Recertification  | Each | 44.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO109R-BL-r.24 | CPR/AED for Professional Rescuers with BBP, AEO, Asthma & Epi Recertification-BL | Each | 44.00 |
| AP/LTP-CPR/AED for the Prof Rescuer | AP-HSSPRO109R         | CPR/AED for Professional Rescuers with AEO, BBP, Asthma and Epi Review           | Each | 44.00 |



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| AP/LTP-CPR/AED for the Prof Rescuer   | AP-HSSPRO109C-r.24    | CPR/AED for Professional Rescuers with AEO, BBP, Asthma and Epi Challenge | Each | 44.00 |
| AP/LTP-CPR/AED for the Prof Rescuer   | AP-HSSPRO109C         | CPR/AED for Professional Rescuers with AEO, BBP, Asthma, Epi Challenge    | Each | 44.00 |
| AP/LTP-CPR/AED for the Prof Rescuer   | AP-HSSPRO109-r.24     | CPR/AED for Professional Rescuers with AEO, BBP, Asthma and Epi           | Each | 44.00 |
| AP/LTP-CPR/AED for the Prof Rescuer   | AP-HSSPRO109-BL-r.24  | CPR/AED for Professional Rescuers with BBP, AEO, Asthma and Epi-BL        | Each | 44.00 |
| AP/LTP-CPR/AED for the Prof Rescuer   | AP-HSSPRO109          | CPR/AED for Professional Rescuers with AEO, BBP, Asthma and Epi           | Each | 44.00 |
| AP/LTP-CPR/AED for the Prof Rescuer   | AP-HSSPRO101R-r.24    | CPR/AED for Professional Rescuers Recertification                         | Each | 35.00 |
| AP/LTP-CPR/AED for the Prof Rescuer   | AP-HSSPRO101R         | CPR/AED for Professional Rescuers Review                                  | Each | 35.00 |
| AP/LTP-CPR/AED for the Prof Rescuer   | AP-HSSPRO101C-r.24    | CPR/AED for Professional Rescuers Challenge                               | Each | 35.00 |
| AP/LTP-CPR/AED for the Prof Rescuer   | AP-HSSPRO101C         | CPR/AED for Professional Rescuers Challenge                               | Each | 35.00 |
| AP/LTP-CPR/AED for the Prof Rescuer   | AP-HSSPRO101-r.24     | CPR/AED for Professional Rescuers   | Each | 35.00 |
| AP/LTP-CPR/AED for the Prof Rescuer   | AP-HSSPRO101-BL-r.24  | CPR/AED for Professional Rescuers-BL                                      | Each | 35.00 |
| AP/LTP-CPR/AED for the Prof Rescuer   | AP-HSSPRO101-BL       | CPR/AED for Professional Rescuers-BL                                      | Each | 35.00 |
| AP/LTP-CPR/AED for the Prof Rescuer   | AP-HSSPRO101          | CPR/AED for the Professional Rescuer                                      | Each | 35.00 |
| AP/LTP-Administering Emergency Oxygen | AP-HSSPRO102R         | Administering Emergency Oxygen Review                                     | Each | 18.00 |
| AP/LTP-Administering Emergency Oxygen | AP-HSSPRO102C         | Administering Emergency Oxygen Challenge                                  | Each | 18.00 |
| AP/LTP-Administering Emergency Oxygen | AP-HSSPRO102-r.24     | Administering Emergency Oxygen  | Each | 18.00 |
| AP/LTP-Administering Emergency Oxygen | AP-HSSPRO102          | Administering Emergency Oxygen  | Each | 18.00 |
| AP/LTP-FA/CPR/AED                     | ROC-HSSSFA942-OL-r.21 | Until Help Arrives  | Each | 17.00 |
|                                       | ROC-HSSSFA704-OL      |   |      |       |



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| AP/LTP-FA/CPR/AED | -r.21                      | Adult Child and Baby First Aid/CPR/AED Online-OL                      | Each | 37.00 |
| AP/LTP-FA/CPR/AED | ROC-HSSSFA703-OL<br>-r.21  | Child and Baby First Aid/CPR/AED Online-OL                            | Each | 37.00 |
| AP/LTP-FA/CPR/AED | ROC-HSSSFA702-OL<br>-r.21  | Adult First Aid/CPR/AED Online-OL                                     | Each | 37.00 |
| AP/LTP-FA/CPR/AED | ROC-HSSSFA517-OL           | First Aid for Opioid Overdoses Online-OL                              | Each | 20.00 |
| AP/LTP-FA/CPR/AED | ROC-HSSSFA516-BL<br>-r.21  | Blended Learning Adult and Pediatric First Aid/CPR/AED Online Session | Each | 0.00  |
| AP/LTP-FA/CPR/AED | ROC-HSSSFA515-BL<br>-r.21  | Blended Learning Pediatric First Aid/CPR/AED Online Session           | Each | 0.00  |
| AP/LTP-FA/CPR/AED | ROC-HSSSFA514-BL<br>-r.21  | Blended Learning Adult First Aid/CPR/AED Online Session               | Each | 0.00  |
| AP/LTP-FA/CPR/AED | ROC-HSSSFA513-BL<br>-r.21  | Blended Learning Adult and Pediatric CPR/AED Online Session           | Each | 0.00  |
| AP/LTP-FA/CPR/AED | ROC-HSSSFA512-BL<br>-r.21  | Blended Learning Pediatric CPR and AED Online Session                 | Each | 0.00  |
| AP/LTP-FA/CPR/AED | ROC-HSSSFA511-BL<br>-r.21  | Blended Learning Adult CPR/AED Online Session                         | Each | 0.00  |
| AP/LTP-FA/CPR/AED | ROC-HSSSFA510-BL<br>-r.21  | Blended Learning First Aid Online Session                             | Each | 0.00  |
| AP/LTP-FA/CPR/AED | ROC-HSSSFA508-OL           | First Aid for Severe Bleeding Online-OL                               | Each | 30.00 |
| AP/LTP-FA/CPR/AED | ROC-HSSSFA506-OL<br>-r.21  | First Aid Online-OL   | Each | 37.00 |
| AP/LTP-FA/CPR/AED | ROC-HSSSFA505-OL<br>-r.21  | Adult CPR/AED Online-OL   | Each | 37.00 |
| AP/LTP-FA/CPR/AED | ROC-HSSSFA504-OL           | Anaphylaxis and Epinephrine Auto-Injector Online-OL                   | Each | 35.00 |
| AP/LTP-FA/CPR/AED | ROC-HSSSFA201-OL           | Cat and Dog First Aid Online-OL                                       | Each | 25.00 |
| AP/LTP-FA/CPR/AED | ROC-HSSSBBP101-OL<br>-r.21 | Bloodborne Pathogens Training Online-OL                               | Each | 35.00 |
|                   |                            | Adult FA/CPR/AED, Anaphylaxis, Asthma, Quick Relief Medication        |      |       |



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|-------------------|----------------------|--|------|-------|
| AP/LTP-FA/CPR/AED | AP-HSSSFA942-r.2 1   | Admin, HNMBJ, LTB  | Each | 50.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA941-r.2 1   | Adult & Pediatric First Aid/CPR/AED, Opioid Overdose & Naloxone-Nasal Atomizer | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA940-r.2 1   | Adult First Aid/CPR/AED with Opioid Overdose and Naloxone Admin-Nasal Atomizer | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA939-r.2 1   | Opioid Overdose and Naloxone Administration-Nasal Atomizer                     | Each | 14.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA938-r.2 1   | Adult FA/CPR/AED with Anaphylaxis & Epinephrine Auto Injector                  | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA936-r.2 1   | Adult & Pediatric First Aid/CPR/AED with Anaphylaxis & Epinephrine             | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA930-r.2 1   | Adult & Pediatric First Aid/CPR/AED, Opioid Overdose & Naloxone-Nasal Spray    | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA926-r.2 1   | Adult & Pediatric First Aid/CPR/AED with Asthma & Quick-Relief Medication      | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA920-r.2 1   | Adult First Aid/CPR/AED with Opioid Overdose and Naloxone Admin-Nasal Spray    | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA905-r.2 1   | Life Threatening Bleeding and Tourniquet Application                           | Each | 14.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA904-r.2 1   | Head, Neck, Muscle, Bone and Joint Injuries and Splinting                      | Each | 14.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA903-r.2 1   | Asthma and Quick-Relief Medication Administration                              | Each | 14.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA902-r.2 1   | Anaphylaxis and Epinephrine Auto-Injector Administration                       | Each | 14.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA900-r.2 1   | Opioid Overdose and Naloxone Administration-Nasal Spray                        | Each | 14.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA822-BL-r.21 | First Aid/CPR/AED Instructor Bridge-BL   | Each | 43.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA820-r.2 1   | First Aid/CPR/AED In-Person Testing Session                                    | Each | 0.00  |
| AP/LTP-FA/CPR/AED | AP-HSSSFA801-BL-r.21 | First Aid/CPR/AED Instructor-BL  | Each | 45.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA750R        | First Aid for Public Safety Personnel (Title 22) Review                        | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA750         | First Aid for Public Safety Personnel (Title 22)                               | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA717-r.2 1   | Pediatric First Aid/CPR/AED Skills Session                                     | Each | 13.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA716-r.2 1   | Adult and Pediatric First Aid/CPR/AED Skills Session                           | Each | 13.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA714-r.2 1   | Adult First Aid/CPR/AED Skills Session   | Each | 13.00 |



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| AP/LTP-FA/CPR/AED | AP-HSSSFA713-r.2 1      | Adult and Pediatric CPR/AED Skills Session                        | Each | 8.00  |
| AP/LTP-FA/CPR/AED | AP-HSSSFA713-OL-r.21    | Adult and Pediatric CPR/AED-OL                                    | Each | 19.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA711-r.2 1      | Adult CPR/AED Skills Session                                      | Each | 8.00  |
| AP/LTP-FA/CPR/AED | AP-HSSSFA710-r.2 1      | First Aid Skills Session  | Each | 8.00  |
| AP/LTP-FA/CPR/AED | AP-HSSSFA704-OL-r.21    | Adult, Child and Baby First Aid/CPR/AED Online-OL for AP          | Each | 29.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA703-OL-r.21    | Child and Baby First Aid/CPR/AED Online-OL                        | Each | 29.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA702-OL-r.21    | Adult First Aid/CPR/AED Online-OL                                 | Each | 29.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA520-r.2 1      | Adult and Infant CPR/AED  | Each | 30.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA519-r.2 1      | Infant First Aid/CPR/AED  | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA517-OL         | First Aid for Opioid Overdoses-OL                                 | Each | 25.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA516BBP-BL-r.21 | Adult and Pediatric First Aid/CPR/AED and Bloodborne Pathogens-BL | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA516-BL-r.21    | Adult and Pediatric First Aid/CPR/AED-BL                          | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA515BBP-BL-r.21 | Pediatric First Aid/CPR/AED and Bloodborne Pathogens-BL           | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA515-BL-r.21    | Pediatric First Aid/CPR/AED-BL                                    | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA514BBP-BL-r.21 | Adult First Aid/CPR/AED and Bloodborne Pathogens-BL               | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA514-BL-r.21    | Adult First Aid/CPR/AED-BL  | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA513BBP-BL-r.21 | Adult and Pediatric CPR/AED and Bloodborne Pathogens-BL           | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA513-BL-r.21    | Adult and Pediatric CPR/AED-BL                                    | Each | 30.00 |



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| AP/LTP-FA/CPR/AED | AP-HSSSFA512BBP-<br>BL-r.21 | Pediatric CPR/AED and Bloodborne Pathogens-BL                            | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA512-BL-<br>r.21    | Pediatric CPR/AED-BL   | Each | 30.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA511BBP-<br>BL-r.21 | Adult CPR/AED and Bloodborne Pathogens-BL                                | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA511-BL-<br>r.21    | Adult CPR/AED-BL   | Each | 30.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA510BBP-<br>BL-r.21 | First Aid and Bloodborne Pathogens-BL                                    | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA510-BL-<br>r.21    | First Aid-BL   | Each | 30.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA508-OL             | First Aid for Severe Bleeding-OL   | Each | 25.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA506-OL-<br>r.21    | First Aid Online Only-OL   | Each | 29.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA505-OL-<br>r.21    | Adult CPR/AED Online-OL  | Each | 29.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA504-OL             | Anaphylaxis and Epinephrine Auto-Injector-OL                             | Each | 29.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA503R-r. 21         | Adult and Pediatric First Aid/CPR/AED with Epi and Asthma -<br>Review    | Each | 48.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA503C-r. 21         | Adult and Pediatric First Aid/CPR/AED with Epi and Asthma -<br>Challenge | Each | 48.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA503-r.2 1          | Adult and Pediatric First Aid/CPR/AED with Epi and Asthma                | Each | 48.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA503-BL-<br>r.21    | Adult and Pediatric First Aid/CPR/AED with Epi and Asthma-BL             | Each | 48.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA468-r.2 1          | Adult First Aid/CPR/AED with Bloodborne Pathogens and AEO                | Each | 48.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA466-r.2 1          | Adult and Pediatric First Aid/CPR/AED with BBP and AEO                   | Each | 48.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA460R-r. 21         | Adult and Pediatric First Aid/CPR/AED with BBP, Epi, Asthma<br>Review    | Each | 50.00 |
|                   |                             | Adult and Pediatric First Aid/CPR/AED with BBP, Epi, Asthma              |      |       |



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| AP/LTP-FA/CPR/AED | AP-HSSSSFA460C-r. 21 | Challenge   | Each | 50.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSSFA460-r.2 1  | Adult and Pediatric First Aid/CPR/AED with BBP, Epi, Asthma                   | Each | 50.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSSFA459R-r. 21 | Adult and Pediatric First Aid/CPR Review and Bloodborne Pathogens Training    | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSSFA459C-r. 21 | Adult and Pediatric First Aid/CPR Challenge and Bloodborne Pathogens Training | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSSFA459-r.2 1  | Adult and Pediatric First Aid/CPR and Bloodborne Pathogens Training           | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSSFA458-r.2 1  | Adult First Aid/CPR/AED and BBP and Asthma and Epi and AEO                    | Each | 50.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSSFA457R-r. 21 | Adult First Aid/CPR with BBP, Asthma, Epi and AEO Review                      | Each | 50.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSSFA457C-r. 21 | Adult First Aid/CPR with BBP, Asthma, Epi and AEO Challenge                   | Each | 50.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSSFA457-r.2 1  | Adult First Aid/CPR with BBP, Asthma, Epi and AEO                             | Each | 50.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSSFA456R-r. 21 | Adult and Pediatric First Aid/CPR/AED with BBP, Asthma, Epi, and AEO Review   | Each | 50.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSSFA456C-r. 21 | Adult and Pediatric First Aid/CPR/AED with BBP, Asthma, Epi and AEO Challenge | Each | 50.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSSFA456-r.2 1  | Adult and Pediatric First Aid/CPR/AED with BBP, Asthma, Epi, and AEO          | Each | 50.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSSFA450R-r. 21 | Adult First Aid/CPR/AED with Asthma, Epi and AEO Review                       | Each | 50.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSSFA450C-r. 21 | Adult First Aid/CPR/AED with Asthma, Epi and AEO Challenge                    | Each | 50.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSSFA450-r.2 1  | Adult First Aid/CPR/AED with Asthma, Epi and AEO                              | Each | 50.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSSFA448R-r. 21 | Adult First Aid/CPR/AED and Administering Emergency Oxygen Review             | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSSFA448C-r. 21 | Adult First Aid/CPR/AED and Administering Emergency Oxygen Challenge          | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSSFA448-r.2 1  | Adult First Aid/CPR/AED and Administering Emergency Oxygen                    | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSSFA447R-r. 21 | Adult First Aid/CPR and Administering Emergency Oxygen Review                 | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSSFA447C-r. 21 | Adult First Aid/CPR and Administering Emergency Oxygen Challenge              | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSSFA447-r.2 1  | Adult First Aid/CPR and Administering Emergency Oxygen                        | Each | 46.00 |



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| AP/LTP-FA/CPR/AED | AP-HSSSSFA446R-r. 21  | Adult and Pediatric First Aid/CPR/AED and Administering Emergency Oxygen Review  | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSSFA446C-r. 21  | Adult and Pediatric First Aid/CPR/AED & Administering Emergency Oxygen Challenge | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSSFA446-r.2 1   | Adult and Pediatric First Aid/CPR/AED and Administering Emergency Oxygen         | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSSFA446-BL-r.21 | Adult and Pediatric First Aid/CPR/AED and Administering Emergency Oxygen-BL      | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSSFA438R-r. 21  | Adult First Aid/CPR/AED with Anaphylaxis and Epinephrine Auto-Injector Review    | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSSFA438C-r. 21  | Adult First Aid/CPR/AED with Anaphylaxis and Epinephrine Auto-Injector Challenge | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSSFA438-r.2 1   | Adult First Aid/CPR/AED with Anaphylaxis and Epinephrine Auto-Injector           | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSSFA437R-r. 21  | Adult First Aid/CPR with Anaphylaxis and Epinephrine Auto-Injector Review        | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSSFA437C-r. 21  | Adult First Aid/CPR with Anaphylaxis and Epinephrine Auto-Injector Challenge     | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSSFA437-r.2 1   | Adult First Aid/CPR with Anaphylaxis and Epinephrine Auto-Injector               | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSSFA436R-r. 21  | Adult & Pediatric First Aid/CPR/AED with Anaphylaxis & Epi Auto-Injector Review  | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSSFA436C-r. 21  | Adult & Pediatric FA/CPR/AED with Anaphylaxis & Epi Auto-Injector Challenge      | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSSFA436-r.2 1   | Adult & Pediatric First Aid/CPR/AED with Anaphylaxis & Epinephrine Auto-Injector | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSSFA428R-r. 21  | Adult First Aid/CPR/AED with Asthma & Quick-Relief Medication Admin Review       | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSSFA428C-r. 21  | Adult FA/CPR/AED with Asthma & Quick-Relief Medication Challenge                 | Each | 46.00 |
| AP/LTP-FA/CPR/AED |                       | Adult First Aid/CPR/AED with Asthma & Quick-Relief Medication                    | Each | 46.00 |



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| AP/LTP-FA/CPR/AED | AP-HSSSSFA428-r.2 1   | Administration  | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSSFA427R-r. 21  | Adult FA/CPR with Asthma & Quick-Relief Medication Administration Review        | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSSFA427C-r. 21  | Adult First Aid/CPR with Asthma & Quick-Relief Medication Admin Challenge       | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSSFA427-r.2 1   | Adult First Aid/CPR with Asthma & Quick-Relief Medication Administration        | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSSFA426R-r. 21  | Adult and Peds FA/CPR/AED with Asthma & Quick-Relief Medication Admin Review    | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSSFA426C-r. 21  | Adult and Peds FA/CPR/AED with Asthma & Quick-Relief Medication Admin Challenge | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSSFA426-r.2 1   | Adult and Pediatric FA/CPR/AED with Asthma & Quick-Relief Medication Admin      | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSSFA421R-r. 21  | Adult First Aid, CPR with BBP, Anaphylaxis and Epi- Review                      | Each | 48.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSSFA421C-r. 21  | Adult First Aid, CPR with BBP, Anaphylaxis and Epi- Challenge                   | Each | 48.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSSFA421-r.2 1   | Adult First Aid, CPR with BBP, Anaphylaxis and Epi                              | Each | 48.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSSFA421-BL-r.21 | Adult First Aid, CPR with BBP, Anaphylaxis and Epi-BL                           | Each | 48.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSSFA420R-r. 21  | Adult and Child First Aid/CPR/AED and Bloodborne Pathogens Review               | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSSFA420C-r. 21  | Adult and Child First Aid/CPR/AED and Bloodborne Pathogens Challenge            | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSSFA420-r.2 1   | Adult and Child First Aid/CPR/AED and Bloodborne Pathogens                      | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSSFA419R-r. 21  | Adult and Child First Aid/CPR and Bloodborne Pathogens Review                   | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSSFA419C-r. 21  | Adult and Child First Aid/CPR and Bloodborne Pathogens Challenge                | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSSFA419-r.2 1   | Adult and Child First Aid/CPR and Bloodborne Pathogens                          | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSSFA418R-r. 21  | Adult First Aid/CPR/AED and Bloodborne Pathogens Review                         | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSSFA418C-r. 21  | Adult First Aid/CPR/AED and Bloodborne Pathogens Challenge                      | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSSFA418-r.2 1   | Adult First Aid/CPR/AED plus Bloodborne Pathogens                               | Each | 46.00 |



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| AP/LTP-FA/CPR/AED | AP-HSSSFA417R-r. 21 | Adult First Aid/CPR and Bloodborne Pathogens Review                      | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA417C-r. 21 | Adult First Aid/CPR and Bloodborne Pathogens Challenge                   | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA417-r.2 1  | Adult First Aid/CPR and Bloodborne Pathogens                             | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA416R-r. 21 | Adult and Pediatric First Aid/CPR/AED and Bloodborne Pathogens Review    | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA416C-r. 21 | Adult and Pediatric First Aid/CPR/AED and Bloodborne Pathogens Challenge | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA416-r.2 1  | Adult and Pediatric First Aid/CPR/AED and Bloodborne Pathogens           | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA415R-r. 21 | Adult and Pediatric First Aid/CPR/AED Review                             | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA415C-f. 21 | Adult and Pediatric First Aid/CPR/AED Challenge                          | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA415-r.2 1  | Adult and Pediatric First Aid/CPR/AED                                    | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA414R-r. 21 | Adult CPR/AED, Pediatric CPR and First Aid Review                        | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA414C-r. 21 | Adult CPR/AED, Pediatric CPR and First Aid Challenge                     | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA414-r.2 1  | Adult CPR/AED, Pediatric CPR and First Aid                               | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA413R-r. 21 | Adult and Pediatric First Aid/CPR Review                                 | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA413C-f. 21 | Adult and Pediatric First Aid/CPR Challenge                              | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA413-r.2 1  | Adult and Pediatric First Aid/CPR  | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA412R-r. 21 | Adult and Child First Aid/CPR/AED Review                                 | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA412C-r. 21 | Adult and Child First Aid/CPR/AED Challenge                              | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA412-r.2 1  | Adult and Child First Aid/CPR/AED  | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA411R-r. 21 | Pediatric First Aid/CPR/AED Review                                       | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA411C-r. 21 | Pediatric First Aid/CPR/AED Challenge                                    | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA411-r.2 1  | Pediatric First Aid/CPR/AED  | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA410R-r. 21 | Adult CPR/AED, Infant CPR and First Aid Review                           | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA410C-r. 21 | Adult CPR/AED, Infant CPR and First Aid Challenge                        | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA410-r.2 1  | Adult CPR/AED, Infant CPR and First Aid                                  | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA409R-r. 21 | Adult CPR/AED, Child CPR and First Aid Review                            | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA409C-r. 21 | Adult CPR/AED, Child CPR and First Aid Challenge                         | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA409-r.2 1  | Adult CPR/AED, Child CPR and First Aid                                   | Each | 38.00 |



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| AP/LTP-FA/CPR/AED | AP-HSSSFA408R-r. 21 | Pediatric First Aid/CPR Review  | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA408C-r. 21 | Pediatric First Aid/CPR Challenge   | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA408-r.2 1  | Pediatric First Aid/CPR   | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA407R-r. 21 | Adult and Infant First Aid/CPR Review   | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA407C-r. 21 | Adult and Infant First Aid/CPR Challenge  | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA407-r.2 1  | Adult and Infant First Aid/CPR  | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA406R-r. 21 | Adult and Child CPR/First Aid Review  | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA406C-r. 21 | Adult and Child CPR/First Aid Challenge   | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA406-r.2 1  | Adult and Child CPR/First Aid   | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA405R-r. 21 | Child First Aid/CPR/AED Review  | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA405C-r. 21 | Child First Aid/CPR/AED Challenge   | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA405-r.2 1  | Child First Aid/CPR/AED   | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA404R-r. 21 | Adult First Aid/CPR/AED Review  | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA404C-r. 21 | Adult First Aid/CPR/AED Challenge   | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA404-r.2 1  | Adult First Aid/CPR/AED   | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA403R-r. 21 | Infant First Aid/CPR Review   | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA403C-r. 21 | Infant First Aid/CPR Challenge  | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA403-r.2 1  | Infant First Aid/CPR  | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA402R-r. 21 | Child First Aid/CPR Review  | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA402C-r. 21 | Child First Aid/CPR Challenge   | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA402-r.2 1  | Child First Aid/CPR   | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA401R-r. 21 | Adult First Aid/CPR Review  | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA401C-r. 21 | Adult First Aid/CPR Challenge   | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA401-r.2 1  | Adult First Aid/CPR   | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA32-r.21    | Adult & Pediatric First Aid/CPR/AED with Head, Neck, MBI & Splinting            | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA31-r.21    | Adult & Pediatric First Aid/CPR/AED with Life Threatening Bleeding & Tourniquet | Each | 46.00 |
|                   |                     | Adult and Pediatric CPR/AED with Asthma & Anaphylaxis/Epinephr                  |      |       |



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|-------------------|---------------------|---|------|-------|
| AP/LTP-FA/CPR/AED | AP-HSSSFA304-r.2 1  | ine Auto-Injector   | Each | 40.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA303R-r. 21 | Adult and Pediatric CPR/AED Review  | Each | 30.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA303C-r. 21 | Adult and Pediatric CPR/AED Challenge   | Each | 30.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA303-r.2 1  | Adult and Pediatric CPR/AED   | Each | 30.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA302R-r. 21 | Adult CPR/AED and Pediatric CPR Review  | Each | 30.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA302C-r. 21 | Adult CPR/AED with Pediatric CPR Challenge                                      | Each | 30.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA302-r.2 1  | Adult CPR/AED with Pediatric CPR  | Each | 30.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA301R-r. 21 | Adult and Pediatric CPR Review  | Each | 30.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA301C-r. 21 | Adult and Pediatric CPR Challenge   | Each | 30.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA301-r.2 1  | Adult and Pediatric CPR   | Each | 30.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA221-r.2 1  | Adult and Child First Aid/CPR/AED with Anaphylaxis/Epi Auto-Injector            | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA22-r.21    | Adult First Aid/CPR/AED with Head, Neck, MBI & Splinting                        | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA213-r.2 1  | Pediatric CPR with Bloodborne Pathogens   | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA21-r.21    | Adult First Aid/CPR/AED with Life Threatening Bleeding & Tourniquet Application | Each | 46.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA208R-r. 21 | Adult and Child CPR/AED Review  | Each | 30.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA208C-r. 21 | Adult and Child CPR/AED Challenge   | Each | 30.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA208-r.2 1  | Adult and Child CPR/AED   | Each | 30.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA207R-r. 21 | Pediatric CPR/AED Review  | Each | 30.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA207C-r. 21 | Pediatric CPR/AED Challenge   | Each | 30.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA207-r.2 1  | Pediatric CPR/AED   | Each | 30.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA206R-r. 21 | Adult CPR/AED and Infant CPR Review   | Each | 30.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA206C-r. 21 | Adult CPR/AED and Infant CPR Challenge  | Each | 30.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA206-r.2 1  | Adult CPR/AED and Infant CPR  | Each | 30.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA205R-r. 21 | Adult CPR/AED and Child CPR Review  | Each | 30.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA205C-r. 21 | Adult CPR/AED and Child CPR Challenge   | Each | 30.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA205-r.2 1  | Adult CPR/AED and Child CPR   | Each | 30.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA204R-r. 21 | Adult and Child AED Review  | Each | 20.00 |



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| AP/LTP-FA/CPR/AED | AP-HSSSFA204C-r. 21 | Adult and Child AED Challenge  | Each | 20.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA204-r.2 1  | Adult and Child AED  | Each | 20.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA203R-r. 21 | Pediatric CPR Review   | Each | 30.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA203C-r. 21 | Pediatric CPR Challenge  | Each | 30.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA203-r.2 1  | Pediatric CPR  | Each | 30.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA202R-r. 21 | Adult and Infant CPR Review  | Each | 30.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA202C-r. 21 | Adult and Infant CPR Challenge   | Each | 30.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA202-r.2 1  | Adult and Infant CPR   | Each | 30.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA201R-r. 21 | Adult and Child CPR Review   | Each | 30.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA201C-r. 21 | Adult and Child CPR Challenge  | Each | 30.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA201-r.2 1  | Adult and Child CPR  | Each | 30.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA157R-r. 21 | Adult CPR/AED with BBP, Asthma, Epi and AEO Review                     | Each | 42.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA157C-r. 21 | Adult CPR/AED with BBP, Asthma, Epi and AEO Challenge                  | Each | 42.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA157-r.2 1  | Adult CPR/AED with BBP, Asthma, Epi and AEO                            | Each | 42.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA152R-r. 21 | Adult CPR with BBP, Asthma, Epi and AEO Review                         | Each | 42.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA152C-r. 21 | Adult CPR with BBP, Asthma, Epi and AEO Challenge                      | Each | 42.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA152-r.2 1  | Adult CPR with BBP, Asthma, Epi and AEO                                | Each | 42.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA151R-r. 21 | First Aid and BBP and Asthma and Epi and AEO Review                    | Each | 42.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA151C-r. 21 | First Aid and BBP and Asthma and Epi and AEO Challenge                 | Each | 42.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA151-r.2 1  | First Aid and BBP and Asthma and Epi and AEO                           | Each | 42.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA147R-r. 21 | Adult CPR/AED and Administering Emergency Oxygen Review                | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA147C-r. 21 | Adult CPR/AED and Administering Emergency Oxygen Challenge             | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA147-r.2 1  | Adult CPR/AED and Administering Emergency Oxygen                       | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA137R-r. 21 | Adult CPR/AED with Anaphylaxis and Epinephrine Auto-Injector Review    | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA137C-r. 21 | Adult CPR/AED with Anaphylaxis and Epinephrine Auto-Injector Challenge | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA137-r.2 1  | Adult CPR/AED with Anaphylaxis and Epinephrine Auto-Injector           | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA132R-r. 21 | Adult CPR with Anaphylaxis and Epinephrine Auto-Injector Review        | Each | 38.00 |



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| AP/LTP-FA/CPR/AED | AP-HSSSFA132C-r. 21 | Adult CPR with Anaphylaxis and Epinephrine Auto-Injector Challenge | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA132-r.2 1  | Adult CPR with Anaphylaxis and Epinephrine Auto-Injector           | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA131R-r. 21 | First Aid with Anaphylaxis and Epinephrine Auto-Injector Review    | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA131C-r. 21 | First Aid with Anaphylaxis and Epinephrine Auto-Injector Challenge | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA131-r.2 1  | First Aid with Anaphylaxis and Epinephrine Auto-Injector           | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA127R-r. 21 | Adult CPR/AED and Asthma Review                                    | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA127C-r. 21 | Adult CPR/AED and Asthma Challenge                                 | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA127-r.2 1  | Adult CPR/AED and Asthma   | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA122R-r. 21 | Adult CPR and Asthma Review  | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA122C-r. 21 | Adult CPR and Asthma Challenge                                     | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA122-r.2 1  | Adult CPR and Asthma   | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA121R-r. 21 | First Aid and Asthma Review  | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA121C-r. 21 | First Aid and Asthma Challenge                                     | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA121-r.2 1  | First Aid and Asthma   | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA117R-r. 21 | Adult CPR/AED and Bloodborne Pathogens Review                      | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA117C-r. 21 | Adult CPR/AED and Bloodborne Pathogens Challenge                   | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA117-r.2 1  | Adult CPR/AED and Bloodborne Pathogens                             | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA112R-r. 21 | Adult CPR and Bloodborne Pathogens Review                          | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA112C-r. 21 | Adult CPR and Bloodborne Pathogens Challenge                       | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA112-r.2 1  | Adult CPR and Bloodborne Pathogens                                 | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA111R-r. 21 | First Aid and Bloodborne Pathogens Review                          | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA111C-r. 21 | First Aid and Bloodborne Pathogens Challenge                       | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA111-r.2 1  | First Aid and Bloodborne Pathogens                                 | Each | 38.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA108R-r. 21 | Child CPR/AED Review   | Each | 30.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA108C-r. 21 | Child CPR/AED Challenge  | Each | 30.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA108-r.2 1  | Child CPR/AED  | Each | 30.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA107R-r. 21 | Adult CPR/AED Review   | Each | 30.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA107C-r. 21 | Adult CPR/AED Challenge  | Each | 30.00 |



**American Red Cross**  
Training Services

# Price List

Lexington Fayette Urban County Government, Division of Streets & Roads  
Oct 11, 2024 PG-0000197793

|                   |                      |                                   |      |       |
|-------------------|----------------------|-----------------------------------|------|-------|
| AP/LTP-FA/CPR/AED | AP-HSSSFA107-r.2 1   | Adult CPR/AED                     | Each | 30.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA106R-r. 21  | Child AED Review                  | Each | 20.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA106C-r. 21  | Child AED Challenge               | Each | 20.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA106-r.2 1   | Child AED                         | Each | 20.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA105R-r. 21  | Adult AED Review                  | Each | 20.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA105C-r. 21  | Adult AED Challenge               | Each | 20.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA105-r.2 1   | Adult AED                         | Each | 20.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA104R-r. 21  | Infant CPR Review                 | Each | 30.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA104C-r. 21  | Infant CPR Challenge              | Each | 30.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA104-r.2 1   | Infant CPR                        | Each | 30.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA103R-r. 21  | Child CPR Review                  | Each | 30.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA103C-r. 21  | Child CPR Challenge               | Each | 30.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA103-r.2 1   | Child CPR                         | Each | 30.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA102R-r. 21  | Adult CPR Review                  | Each | 30.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA102C-r. 21  | Adult CPR Challenge               | Each | 30.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA102-r.2 1   | Adult CPR                         | Each | 30.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA101R-r. 21  | First Aid Review                  | Each | 30.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA101C-r. 21  | First Aid Challenge               | Each | 30.00 |
| AP/LTP-FA/CPR/AED | AP-HSSSFA101-r.2 1   | First Aid                         | Each | 30.00 |
| AP/LTP-FA/CPR/AED | AP-HSSPFA201-OL      | Cat and Dog First Aid-OL          | Each | 21.00 |
| AP/LTP-FA/CPR/AED | AP-HSSCPR701         | Hands-Only CPR Presenter Training | Each | 0.00  |
| AP/LTP-FA/CPR/AED | AP-HSSCPR101         | Hands-Only CPR                    | Each | 0.00  |
| AP/LTP-FA/CPR/AED | AP-HSSBBP101-OL-r.21 | Bloodborne Pathogens-OL           | Each | 29.00 |

**PURCHASE OF SERVICE AGREEMENT**

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 30<sup>th</sup> day of October 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 ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and **EMPLOYMENT SOLUTIONS, INC.**, a Kentucky corporation, ("Organization") with offices located at 1084 Whipple Court, Lexington, Ky. 40511.

**WITNESSETH**

**WHEREAS**, LFUCG has secured multiple hotel rooms this winter to provide emergency shelter for individuals experiencing homelessness in Fayette County ("Winter Shelter");

**WHEREAS**, LFUCG desires to provide food service to the individuals participating in the Winter Shelter;

**WHEREAS**, Organization maintains a division, known as "Fresh Approach," which provides job training in the food service industry, and which provides a catering service so that trainees receive hands-on experience in food preparation;

**WHEREAS**, Organization asserts it maintains sufficient staff and resources through the Fresh Approach program to provide the requested food services for the Winter Shelter;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

- EFFECTIVE DATE; TERM.** This Agreement shall commence on November 1, 2024, and shall terminate no later than April 1, 2025 ("Term"), unless terminated by LFUCG at an earlier time.
- FOOD SERVICES.** Organization shall prepare and deliver adequate food service to provide breakfast, lunch and dinner for every participant, up to one hundred and ninety (190) people, of the Winter Shelter program at the hotels identified by LFUCG ("Services"). The Services shall be available every day from Monday-Saturday, during every week of the Term.
- PAYMENT.** LFUCG shall pay Organization an amount not to exceed **Twenty-One Thousand Two-Hundred and Fifty Dollars (\$21,250.00)** per week. Payments shall be made biweekly for expenditures the Organization actually incurred, only after receipt

of approved weekly invoices. The uses of these funds are limited to the Services as specified herein. The total amount paid to shall be subject to the appropriation of sufficient funds by the Urban County Council as referenced in numbered Paragraph 4.c of this Agreement.

**4. TERMINATION.** LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Organization with at least fifteen (15) days advance written notice. Organization shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis.

a. In the event of a termination based upon a material condition of non-performance or default by Organization, LFUCG shall provide Organization advance written notice and a reasonable period of time to cure the breach.

b. Organization may only terminate this Agreement based upon LFUCG's failure to timely pay for properly invoiced and accepted work. Organization shall provide LFUCG with at least thirty (30) days advance written notice and an opportunity to cure prior to termination.

c. Organization acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event that such funding is not appropriated, LFUCG's obligations under this Agreement shall automatically expire without penalty to the LFUCG fifteen (15) days after written notice to Organization. LFUCG shall exercise any application of this provision in good faith.

**5. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN.** Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

**6. CONTRACTUAL RELATIONSHIP ONLY.** In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.

**7. NO THIRD PARTY RIGHTS.** This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

**8. KENTUCKY LAW AND VENUE.** This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

9. **AMENDMENTS.** Any changes to this Agreement require a separate written amendment signed by both parties.

10. **NOTICE.** Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For Government:

Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, Kentucky 40507  
Attn: \_\_\_\_\_

11. **WAIVER.** The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.

12. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK,  
SIGNATURE PAGE TO FOLLOW.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: Linda Gorton  
LINDA GORTON, MAYOR

ATTEST:  
Markemio Steck  
Clerk of the Urban County Council  
*Deputy*

EMPLOYMENT SOLUTIONS, INC.

BY: Ben Lu-Ben CFO

COMMONWEALTH OF KENTUCKY )  
 ) SCT  
COUNTY OF FAYETTE )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this the 29 day of OCTOBER, 2024, by Barbara Lewis Barbour, as CFO of Employment Solutions, Inc..

Jessica Justice  
Notary Public, State At Large, Kentucky  
My Commission Expires: 4-05-2027  
Commission Number: KYNP69997

## INTERAGENCY AGREEMENT EARLY HEAD START AND CHILD CARE ALLIANCE

This Agreement is made and entered into this 1<sup>st</sup> day of August, 2024, by and between **Community Action Council for Lexington-Fayette, Bourbon, Harrison and Nicholas Counties, Inc.** (hereinafter "CAC"), 710 West High Street, P. O. Box 11610, Lexington, KY 40576, and, **Lexington Fayette Urban County Government, through the Division of Family Services (Family Care Center)**, 1135 Harry Sykes Way, Lexington, KY 40504 (hereinafter "Provider").

*Whereas*, CAC is a grantee under the Head Start Program administered by the U.S. Department of Health and Human Services, Administration for Children and Families, and is an authorized Early Head Start Program administrator,

*Whereas*, Provider is an early childcare provider licensed by the state of Kentucky,

*Whereas*, CAC and Provider desire to collaborate so as to render Head Start quality early childhood development to Provider's clients, now,

*Therefore*, in consideration of the foregoing and the mutual covenants hereinafter set forth, the parties agree as follows:

### Section I. **TERM, RENEWAL AND TERMINATION:**

1. This Agreement shall be in effect beginning the 1<sup>st</sup> day of August, 2024 through and including the 31<sup>st</sup> day of July, 2025, unless terminated earlier as provided in this Agreement, ("Term") During the Term of this agreement, Provider shall provide no less than 48 weeks of services annually with a minimum of 6.5 hours of service per day for 5 days a week. Designated Early Head Start hours shall be 8:00 a.m. until 2:30 p.m.
2. CAC and Provider will collaborate throughout the Term of this Agreement in order to ensure that the Early Head Start Program and Provider are in compliance with Community Action Council Child Development Procedures.
3. This Agreement will not automatically renew. CAC, at its election, may renew this Agreement, upon the same terms and conditions set forth herein, by giving Provider written notice of its intention to renew for an additional one-year term. CAC shall provide notice of its intent to renew within thirty (30) days prior to the expiration of the Program Year, and pursuant to the notice provisions of this Agreement. Provider may elect to avoid renewal by providing CAC notice of intent not to renew 45 days prior to the expiration of the Program Year, and pursuant to the notice provisions of this Agreement.
4. CAC may terminate this Agreement without cause by giving thirty (30) days' written notice pursuant to the notice provisions of this Agreement. Provider may terminate this Agreement without cause pursuant to the notice provisions of this Agreement; provided however, that Provider continues to provide services for the remainder of the Term unless Head Start funding is to terminate prior to the end of the Program year or the Provider cannot continue to provide services.
5. Either party may terminate this Agreement for cause arising from a material breach of this Agreement. CAC may terminate this Agreement in the event that the Provider, or any of its principals, engages in conduct that is in violation of any law, regulation, ordinance or CAC policy; engages in conduct that is contrary to the mission and core values of CAC; and/or violates CAC's Child Development Procedures. Termination for cause shall be effective immediately upon receipt of written notice given pursuant to the notice provisions of this Agreement. The parties agree that implementation of the Community Action Council Child Development Procedures is material to this Agreement, as well as compliance with applicable laws, regulations, ordinances, and policies set forth by CAC, including any confidentiality and information security policies.

### Section II. **PROVIDER'S OBLIGATIONS:**

1. Provider shall offer comprehensive full-day, full-year early childhood development services for a maximum of **16** children whose families are determined by CAC to meet financial eligibility requirements and are enrolled in the Early Head Start Program by CAC; comprehensive services include early childhood education, health services, social services, and parent involvement. Provider is responsible for accommodating Early Head Start enrolled children with disabilities.

2. Provider will provide high-quality child-development services in 3 classrooms that have been approved by CAC for children enrolled in the Early Head Start Program. Any change in classroom space must be approved in writing by CAC prior to implementation
3. Provider shall offer the same comprehensive early childhood care and education services for all other 0-3 years old in attendance at Provider's facility, including those children whose are not enrolled in the Early Head Start Program. Provider acknowledges that monetary payments from CAC will be based on the number of children served whose families are eligible for Early Head Start funding and are enrolled in the Early Head Start Program, and that Provider must obtain and allocate other financial resources to meet the cost of providing comprehensive services as set forth in this Agreement to children whose families are not eligible for Early Head Start Funding and/or are not enrolled in the Early Head Start Program.
4. Provider acknowledges that funding provided pursuant to this Agreement is provided to enhance the quality of Provider's care and educational services and is not provided to enable Provider to divert its funds for other purposes. Provider agrees that funding levels for its care and education services shall not be diminished and that funding shall not be diverted for profit.
5. Provider agrees to make and procure acceptable and allocable non-federal contributions to the Early Head Start Program having a monetary value not less than twenty-five percent of the amount paid by CAC pursuant to this Agreement. Documentation evidencing the non-federal contribution shall be submitted to CAC monthly with the invoice for payment pursuant to this agreement. This documentation shall include the cover sheet and all other required documentation as specified in the Partner Training Materials provided to Provider by CAC. CAC will not process invoices for payments to providers without proper non-federal documentation. CAC will monitor to determine compliance with non-federal cost principles and ensure that the contribution is allowable, allocable, and reasonable. In the event of a dispute, CAC will make the final determination as to what is an allowable, allocable, and reasonable contribution.
6. Non-federal resources consist of "cash match" and "in-kind match." "Cash match" does not include funds received directly or indirectly from United States government sources; "cash match" does include the following, so long as it is not funded using federal funds: salary of staff, fringe benefits provided to those staff, staff travel to Early Head Start conference and training, transportation provided to children and families, equipment, supplies, food provided, services such as health, dental, or mental health provided by outside contractors, training or other consultant services provided, space (value per square foot) and utilities provided, and cleaning services. "In-kind match" includes the fair market value of donated supplies, materials and services, including volunteer services in the classroom or on activities such as field trips and goods and services for which you pay less than fair market value (i.e., if a health provider performs services at a discount rate, the difference between the amount charged and the customary rate is an "in-kind match"). "Cash match" and "in-kind match" funds shall be documented by Provider to show that no part of the funding was derived from or tied to federal funds.
7. Provider shall comply with the Community Action Council Child Development Procedures. Provider also agrees to maintain its accreditation and provide documentation of current accreditation status to CAC within 30 days of the execution of this agreement. If Provider currently has no accreditation, it agrees to work towards obtaining an accreditation demonstrating excellence in the field of Child Development or Early Childhood Education.
8. The Provider will provide food services to all children, which includes meals and snacks that provide at least 1/3 of each child's daily nutritional needs, including those with special dietary needs and children with disabilities. These food services shall conform to Community Action Council Child Development Procedures and USDA requirements. Provider shall provide to CAC verification of its certificate of participation in the USDA Child and Adult Care Food Program. Provider shall not require parents to provide any food items, including formula, during Early Head Start-designated hours of operation. Provider shall also provide free of charge meals to teachers working with Early Head Start enrolled children when meals are offered to said children.
9. Provider shall not require parents to provide diapers or wipes for Early Head Start enrolled children for use during designated Early Head Start hours.
10. Provider shall designate a contact person who shall be responsible for all communications and follow-up required by and/or resulting from the implementation of this Agreement. Provider shall provide to CAC the written contact information for this person within 10 days of the date of execution of this agreement.

11. Provider will collaborate with CAC on jointly developed procedures for the transition from Early Head Start to Early Head Start or the center's preschool classroom. The procedures will include timelines related to transition, administration, staff development and involvement, family involvement, and child preparation.
12. Provider will provide educationally relevant occupational, physical and speech therapies that may be required by each child's Individual Education Program. Based on outcomes and screenings, Provider will provide developmental and psycho-educational evaluations as needed. The Mental Health and Disabilities Specialist for CAC will monitor children who are provided therapy or evaluations in order to ensure that Provider is implementing each child's Individual Family Service Plan goals and objectives.
13. Provider will share diagnostic and assessment information with CAC for children served. Provider shall enter this information into CAC's Child Plus system, ensuring that all access to this information is secured by generally accepted security measures, including password protection or key and lock. Provider shall conform to the confidentiality provisions as described in Section V (6) of this agreement, and shall be responsible for any costs and mitigation measures related to a data breach of this information by Provider or its employees.
14. Provider agrees to collaborate with CAC to ensure that all staff serving Early Head Start Program eligible children are compliant with required certifications, trainings, updates, and ongoing professional development, as identified in this Agreement. CAC reserves the right to update these requirements.
15. Provider agrees to keep and maintain adequate, legible, genuine, current and complete records of services rendered under the terms of this Agreement, to make available all such records to CAC or its designated representatives, and to scan and enter pertinent information into the Child Plus System. The required records shall include, but are not limited to, the following categories and/or documents:
  - a) Enrollment records that include verification of family income and any other verification required for determining eligibility for Early Head Start funding. Such verification must meet criteria established by the Administration for Children and Families;
  - b) In collaboration with the parents and as quickly as possible, but no later than 90 calendar days, ensure enrolled children have continuous accessible health care, dental exams and physical exams;
  - c) Ensure children receive necessary dental follow-up and treatment;
  - d) Ensure that all required medical consent forms are accurately completed and filled out upon the child's enrollment;
  - e) Attendance records showing the dates each child attended Provider's facility;
  - f) Provider agrees to enter attendance daily into Child Plus System;
  - g) Separate financial records tracking receipt and expenditure of funds provided by CAC;
  - h) When, in the absence of a CAC representative, Provider staff observes a reportable outcome or indicator in child and family goals, Provider is responsible for reporting outcomes and indicators in child and family goals into Child Plus System, Teaching Strategies.com and any appropriate anecdotal reports;
  - i) Supporting documentation evidencing that at least 25 percent of provider's funds are derived from non-federal resources and that said documentation will be made available for on-site inspection by CAC's auditors.
  - j) Proof of certification of USDA Child and Adult Care Food Program participations;
  - k) Documentation providing proof of reimbursement and monitoring results from USDA;
  - l) Proof of accreditation;
  - m) Proof of developmental and mental health screenings;
  - n) Proof of ongoing assessments of enrolled Early Head Start Program children;
  - o) Proof of individualized curricula.
16. Provider shall conduct developmental and mental health screenings of each child enrolled in the Early Head Start Program within 45 days of the child's entry into the Early Head Start Program. Said screenings shall conform to the requirements of the Community Action Council Child Development Procedures.
17. Provider shall conduct a minimum of three (3) assessments per year of each child's development throughout the child's enrollment in the Early Head Start Program, as required by Community Action Council Child Development Procedures or as mutually agreed upon by the Parties.
18. Provider shall ensure that all curricula is individualized to the developmental needs of each enrolled child, as required by Community Action Council Child Development Procedures.

19. Provider shall allow a mental health professional to conduct a general classroom observation on each classroom one time per year, or more if needed based upon the mental health professional's recommendation.
20. Provider shall work closely with CAC in order to schedule medical services at Provider's location (where applicable) for the Early Head Start enrolled children; and Provider further agrees that there will be no changes to the schedule unless inclement weather occurs or changes are needed by the medical service provider.
21. Provider shall assist CAC in conducting the Infant Toddler Environment Rating Scale on each Early Head Start classroom and submit a completed copy to CAC according to the timeline set forth by CAC. If Provider's score is below a 5.0, an action plan must be submitted and an additional Infant-Toddler Environment Rating Scale completed per timeline.
22. Provider shall train its teachers to implement, and its teachers shall implement, the Community Action Council Child Development Procedures and philosophy appropriate to the age of each child for whom Provider offers services. The Community Action Council Child Development Procedures may be augmented, but shall not be supplanted, with other developmentally appropriate curricula and materials.
23. Provider shall ensure that all Early Head Start classes are staffed by two paid teachers, and whenever possible, a volunteer. During Early Head Start-designated hours of operation, Provider shall ensure that two paid teachers are present in each Early Head Start classroom at all times. Provider shall ensure that Early Head Start classrooms are supported by paid floating staff members to assist in classroom coverage. **At all times, there must be two (2) Head Start staff for all center activities, events, or transitions – including transportation. When children are present during operational hours, no individual staff/contractor/therapist/volunteers will be alone with a child. At least two adults are required to be with children at all times.**
24. Provider shall ensure that all teaching staff who work with Early Head Start children complete the Teaching Strategies GOLD assessment and obtain their Inter-rater reliability certification from the Teaching Strategies GOLD website. Provider must keep on file documentation of each teacher's certification and submit to CAC copies of said documentation within 90 days of the date of execution of this Agreement.
25. Provider agrees to use and implement a curriculum that complies with the Community Action Council Child Development Procedures or a mutually agreed upon curriculum. Provider shall provide to CAC at the time of execution of this Agreement a statement identifying the curriculum that meets this criteria, and Provider shall give CAC written notice, at least thirty days in advance, of any material changes in the curriculum or program that will affect the quality, extent, timeliness, or frequency of service delivered under the terms of this Agreement. Provider agrees that no such changes shall be implemented without the prior written consent of CAC. CAC is not required to make payment for services rendered unless CAC has given written approval of such changes.
26. Provider, at Provider's cost, may use the Early Head Start logo in its literature, signage, and advertisements. All public communications that refer to Early Head Start or Community Action Council must be approved by CAC. Upon the termination of this Agreement, Provider shall remove and discontinue use of the Early Head Start logo and any reference to an affiliation, past, present, or future, with Early Head Start.
27. Provider shall comply with all laws and regulations of the federal, state and local governments having general application to Provider's performance under this Agreement. In particular, Provider shall comply with:
  - a) The provisions of the *Civil Rights Act of 1964* (as amended) (42 USC §2000d) and the regulations of the Department of Health and Human Services (45 CFR Part 80).
  - b) The provisions of federal *Executive Order No. 11246* of September 24, 1965, and as amended by *Executive Order 11375*, pertaining to Equal Employment Opportunity and the rules, regulations and relevant orders of the Secretary of Labor pertaining to federal *Executive Order No. 11246*, including those at 41 CFR Chapter 60;
  - c) Section 504 of the *Rehabilitation Act of 1973* (29 USC §794) relating to services to the handicapped and the regulations at 24 CFR Part 8;
  - d) The *Age Discrimination Act of 1975* (42 USC §6101-07) and regulations at 24 CFR Part 146;
  - e) Title IX of the *Educational Amendments Act of 1972*;
  - f) The *Americans With Disabilities Act of 1990*;
  - g) The human rights ordinances of the Lexington-Fayette Urban County Government, including Ordinance

201-99;

- h) In accordance with the foregoing statutes, rules, regulations and order, and in accordance with CAC's non-discrimination policies, Provider agrees that it shall not discriminate either in the provision of services to clients or in employment practices on the basis of race, color, religion, national origin, sex, age, handicap status, marital status, sexual orientation, or political affiliation;
- i) The regulations implementing the *Drug-Free Workplace Act of 1988* as set out in 45 CFR Part 76, Subpart F;
- j) The *Pro-Children Act of 1994* requiring a smoke-free environment for children;
- k) The *Early Head Start Program Performance Standards* (45 CFR 1304);
- l) The Early Head Start Act as amended in December 2007;
- m) The Licensing Regulations for Child Day Care Centers as established by the Division of Regulated Childcare of the Cabinet of Health and Family Services, Commonwealth of Kentucky;
- n) The provisions of the *Individuals with Disabilities Education Act* (IDEA) and the *Early Head Start Performance Standards* in serving children with disabilities and their families; and Provider shall fully financially support all therapeutic services through payments issued to the Provider by CAC.
- o) The applicable standards, orders, or regulations issued pursuant to the *Clean Air Act* (42 U.S.C. 1251-1387). Any violations of this Act must be reported to the Office of Early Head Start and the Regional Office of the Environmental Protection Agency (EPA).

All citations to statutes, ordinances and regulations shall include any amendments made thereto subsequent to the execution of this Agreement. **Failure to comply with the foregoing laws, regulations, ordinances and policies will be considered cause for termination of this Agreement.**

- 28. Provider shall make its staff available at mutually agreed times to meet with CAC's staff to discuss each child's progress and the overall needs of the program. Provider shall make its staff available for training at mutually agreed times and places.
- 29. Provider shall make its staff available to participate in all reviews requested by CAC's funding sources. Provider understands and acknowledges that the Administration of Families and Children Office of Early Head Start requires all Early Head Start Programs to remain accessible for monitoring at any time, including but not limited to monitoring of classrooms, facilities, staff, and records, with little or no advance notice. As CAC is aware of said monitoring, it will provide notice to Provider, but Provider acknowledges that funding source monitoring may be unannounced.
- 30. Provider shall complete any and all forms required by CAC.
- 31. Provider shall identify all non-consumable equipment and supplies purchased with CAC funds or funds paid to Provider pursuant to this Agreement. Said equipment and supplies are and shall remain the property of CAC or its funding source, and said equipment and supplies shall be returned in good condition, ordinary wear and tear excepted, to CAC upon termination of this Agreement. In the case of equipment affixed to the realty, said equipment shall remain the property of CAC or its funding source unless and until the parties and the funding source agree to a sale of equipment to the Provider at a price to be determined. If Provider terminates this agreement, Provider will be responsible for the costs to remove and move playground equipment to a location determined by CAC. Provider shall create and maintain an inventory of any non- consumable equipment and supplies purchased during the terms of this Agreement and shall provide said inventory to CAC within 30 days of the end of the program year. CAC reserves the right to inspect the inventory at any time during the Term of this Agreement upon reasonable notice to Provider.
- 32. Provider shall ensure the following standards of conduct: staff must never be alone with children, use corporal punishment, use isolation to discipline a child, bind or tie a child to restrict movement, tape a child's mouth, use or withhold food as punishment or reward, use toilet learning, training methods that punish, demean, or humiliate a child, use any form of emotional abuse, including public or private humiliation, rejecting, terrorizing, extended ignoring, or corrupting a child, physical abuse of a child, any form of verbal abuse including profane, sarcastic language, threats, or derogatory remarks about a child or a child's family, or use physical activity or outdoor time as a punishment or reward.
- 33. If abuse of any child is suspected, Provider shall report same in compliance with applicable state law. Provider shall notify CAC, in writing, of all actions taken by Provider or by others within Provider's knowledge. Within 30 days of the date of execution of this agreement, Provider shall sign a Code of Conduct outlining specific procedures and protocol Provider shall take in the event child abuse is suspected. Any violation of this Code of Conduct shall be considered a material breach of this agreement.

34. Provider agrees to obtain from each child's parent or guardian an authorization to release information to CAC's staff. Provider agrees to maintain confidentiality as mandated by federal, state or local statutes, and CAC's confidentiality policies (see Section V, #6 below).
35. Provider shall obtain and maintain on file evidence of the following staff qualifications for each Early Head Start Program teacher: State and Federal Criminal Records Check including fingerprints, Child Abuse and Neglect Check, Sex Offender Check, annual performance appraisals and professional development plans, confidentiality certification, CPR and First Aid certifications, Pedestrian Safety and Evacuation Drills, results of negative tuberculosis skin test, 15 hours of annual professional development, Pediatric Abuse and Head Trauma, physicals, blood borne pathogens, and food handler's permit for each employee in accordance with the applicable statutes of the Commonwealth of Kentucky. Provider shall ensure and maintain on file documentation that each teacher working with Early Head Start enrolled children has, at a minimum, an Infant Toddler Child Development Associate credential. Each staff working with Early Head Start enrolled children shall apply for an Infant Toddler Child Development Associate credential within 60 days of the date of this Agreement and shall obtain said certification within 90 days of the date of the date of this Agreement. **Provider shall submit to CAC copies of these documents within 30 days of the date of execution of this Agreement. Provider shall also submit any updates to these documents, including any new certifications or renewals of certifications, to CAC within 30 days of any new certification, renewal, or update. Provider must notify CAC and receive prior approval before assigning a different teacher in a CAC approved classroom. All background clearances must be renewed every five years.**
36. Provider further agrees to execute and to comply with the terms and conditions of the Certification Regarding Lobbying attached to this Agreement.
37. Provider shall not promote or denigrate, or allow others to promote or denigrate, any religion as part of, or incident to, its early childhood care and education services.
38. Provider must provide documentation to CAC of its compliance with the transportation requirements of Community Action Council Child Procedures, if applicable, including but not limited to, evidence of its compliance with requirements of school buses or allowable alternate vehicles that are equipped for use of height and weight appropriate child restraint systems with a reverse beeper; implementation of procedures for a thorough safety inspection of each vehicle on at least an annual basis through an inspection program licensed or operated by the State; systematic preventative maintenance on vehicles and daily pre-trip inspection of the vehicles by the driver; proof of a valid Commercial Driver's License for vehicles in the same class as the vehicle the driver will be operating; proof that any physical, mental and other requirements established under applicable law or regulation are met; a driver's record check; a medical examination of drivers; driver and bus monitor training; trip routing; safety education; and compliance with any special requirements for children with disabilities. **Provider shall not transport Early Head Start children without prior written permission from CAC authorizing Provider to transport Early Head Start children.**
39. Provider agrees to encourage parent participation on CAC's Early Head Start Policy Council and attendance at monthly Parent Meetings by instructing class teachers to advertise Policy Council opportunities and Parent Meetings at all parent/teacher conferences and through other appropriate communications.
40. Provider agrees to assist CAC in its annual health and safety screening of the Early Head Start Program. Provider also agrees to conduct its own monthly health and safety screenings of the Early Head Start Program using the guidance of CAC. If any health and safety deficiencies arise during any of the screenings, or at any other time, Provider shall correct each deficiency within 24 hours of the date and time the deficiency was identified.
41. Provider agrees to participate in a minimum of 3 (three) CAC events per year, including but not limited to community events, family engagement events, or fundraising events, and Provider shall also encourage parents and families of Early Head Start enrolled children to attend CAC events.
42. Provider agrees to attend monthly partnership meetings with CAC at dates and times scheduled by CAC.
43. Provider agrees to designate workspace in Provider's facilities for use by CAC staff. This space shall be provided to CAC staff at no extra cost to CAC, and Provider shall ensure that CAC staff members have access to Provider's facilities.
44. Provider shall be responsible for the proper maintenance of all financial records for review by CAC. Records shall be

maintained on financial software that is mutually agreed upon by Provider and CAC with assistance provided by CAC and a hard copy back up of expense documentation retained for a period of no less than five years. It is the Provider's responsibility to provide documentation demonstrating that there has been no supplanting of funds and that funds received through the Early Head Start program are utilized for the benefit of the children enrolled. Invoices will be paid only after the prior month's financial reporting has been received by CAC's Fiscal Department.

Acceptable expenditures for Early Head Start enrolled children, subject to approval by CAC, include but are not limited to: health and wellness screenings, improvement of staff qualifications, health and safety ongoing maintenance of the child's environment, hiring of additional qualified staff in order to meet CAC's ratio standards, increase of pay of staff commensurate with meeting additional expectations, outside training of staff, the purchase of new supplies to meet program objectives, assuming the cost of teacher and staff lunches to implement family style dining etc.

45. Provider shall be required to provide Non-Traditional Instruction ("NTI") and/or distance learning to each child enrolled in the Early Head Start program in the event that schools close or do not reopen due to the COVID-19 pandemic. As part of the NTI and/or distance learning, Provider shall document all virtual learning activities, efforts or interactions with each child in Child Plus. A failure to provide adequate NTI and/or distance learning and document the virtual learning activities shall be considered a breach of this Agreement and grounds for termination for cause.

### Section III. CAC'S OBLIGATIONS:

1. CAC shall designate a representative to advise Provider and its staff as to the implementation, augmentation, and compliance with the Community Action Council Child Development Procedures and assessment of program performance.
2. CAC shall monitor and ensure that enrollment criteria and performance standards are met for eligible Early Head Start children in accordance with Early Head Start Program Performance Standards and Selection Criteria.
3. CAC shall give Provider written notice within thirty days of any changes to the CAC *Early Childhood Curriculum* and the Community Action Council Child Development Procedures.
4. CAC shall assist Provider to meet Community Action Council Child Development Procedures by providing resources or directing Provider to such resources.
5. CAC will provide professional development for necessary trainings and updates according to the CAC Training and Technical Assistance Plan.
6. CAC shall assist Provider in meeting CAC financial reporting responsibilities by providing intelligible forms and assistance in defining and identifying non-federal resources. CAC and Provider shall agree upon financial software that will be implemented by Provider, and if possible, CAC shall provide training on that software.
7. CAC shall pay to Provider the sum of **\$257.52** per month per child who is enrolled in the Early Head Start Program, as follows: **\$4,120.32** per month providing that enrollment of children is maintained at **100%** of **16** and attendance is maintained at **85%** of **16**, upon receipt of proper financial, enrollment, and attendance documentation, no significant issue of on-site records and data reviews by CAC staff. CAC retains the authority to adjust slot allocations as per the terms of the received grant agreement. Enrollment vacancies must be filled within thirty days. Invoices will be paid only after the prior month's financial reporting has been received by CAC's Fiscal Department and documentation demonstrates that there has been no supplanting of funds and that funds received through the Early Head Start programs are utilized for the benefit of the children enrolled.
8. CAC, at CAC's cost, shall reference Provider as a Early Head Start participant in CAC's literature, advertisements, reports and telephone listings. CAC shall purchase one sign stating the Provider is a Early Head Start participant and install said sign in a mutually agreed place at Provider's facility.
9. CAC shall provide a Early Head Start Compliance Officer and Family Service Worker to assist Provider in meeting and exceeding the Community Action Council Child Development Procedures.

Section IV. **INVOICING, PAYMENT & REPORTING:**

1. Provider shall invoice and shall receive payment only for services and clients authorized in writing by CAC pursuant to this Agreement.
2. Provider shall, by the 15<sup>th</sup> day of each calendar month, submit an invoice along with attendance, in-kind reporting, and other required reports to CAC on forms approved by CAC.
3. Within thirty days after receipt of the invoice and reports, provided same are submitted as required herein, CAC shall issue a check to Provider for services rendered.
4. CAC shall withhold payment to Provider for any enrolled child whose health records are absent or not current as required under the Community Action Council Child Development Procedures.
5. CAC shall withhold payment of invoices to the provider if the provider is non-compliant with the terms of this agreement. Once the provider is compliant with the terms of this agreement, payment shall be issued.

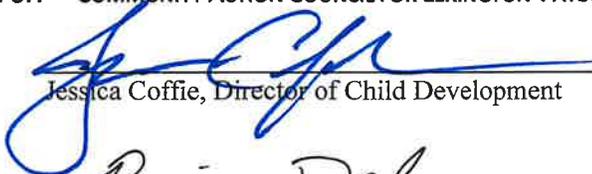
Section V. **MISCELLANEOUS:**

1. *Notices:* Any written notice required by this Agreement shall be sent by certified mail, return receipt requested, first class postage prepaid, or other such acknowledged delivery, and shall be effective upon receipt. Notices to CAC shall be delivered to: Mrs. Sharon Price, Executive Director, Community Action Council, 710 West High Street, P. O. Box 11610, Lexington, KY 40576. Notices to Provider shall be delivered to: Lexington Fayette Urban County Government, through the Division of Family Services (Family Care Center), 1135 Harry Sykes Way, Lexington, KY 40504.
2. *Insurance and Indemnity:*
  - a) The parties understand that the Provider is self-insured and therefore nothing in this Agreement shall be constructed as to require the Provider to obtain insurance.
  - b) To the extent allowable by law, and without waiving any defense to sovereign immunity, Provider assumes full responsibility for acts of negligence or omissions of all its employees or agents and for those of its subcontractors and their employees. In addition, to the extent allowable by law, and without waiving any defense to sovereign immunity, Provider agrees to indemnify and hold harmless CAC and its employees and agents from and against all claims, damages, losses and expenses, including reasonable attorneys' fees arising out of any acts, omissions or negligence which may result in damage, including property damage, bodily injury, illness or death caused by Provider, its employees or by others for whose acts the Provider or its agents may be liable. Provider shall provide CAC with a copy of its current certificate of liability insurance (whether one or more policies) for any acts of omission, error and negligence.
3. *Amendment:* This Agreement may be amended only in writing signed or acknowledged by each party.
4. *No Assignment:* No assignment of this Agreement, in whole or in part, shall be made without the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld.
5. *Independent Contractor:* This agreement shall not create a partnership, joint venture, or create a master-servant relationship between Provider, its employees or agents, and CAC. Provider and CAC shall at all times remain independent contractors. Each party assumes all responsibility for its employee's compensation and benefits, tax withholding and payment, and general liability, workers compensation and unemployment insurances and premiums. Neither party shall have no authority to bind or make commitments on behalf of the other for any purpose whatsoever and shall not hold itself out as having such authority.
6. *Confidentiality:*
  - a) "Confidential Information," as used in this and other Agreement documents, is all information regarding participants obtained by Provider or the Council, their agents and employees.
  - b) Both parties agree that any anecdotal report, compilation or summary of confidential information shall not be itself confidential information if individuals and households are not identifiable by name, social security number, street address, employer or any other means, and if anecdotal reports use fictitious identifiers.
  - c) Both parties agree that all confidential information shall be restricted to the use of only those employees and agents necessary to affect the purpose of this Agreement and for no other purposes. No other employers, agents, or entities shall have access to confidential information, and neither party shall not give, sell or otherwise allow access to confidential information to any individual, firm, partnership, corporation, agency, or other entity.

- d) Both parties agree that all confidential information which is not necessary to affect the purpose of this contract shall be returned to the Council, destroyed, rendered unusable, or otherwise purged from Provider's records.
  - e) Both parties acknowledge that the Council will act in reliance upon the confidentiality provisions of the Agreement in allowing Provider access to confidential information or in furnishing confidential information to Provider.
7. *Remedies*: In the event either party breaches any material provision of this Agreement, or either party terminates this Agreement for cause, the other party shall be entitled to any and all rights or remedies provided by law, equity, statute, or any agreement between the parties or otherwise, not including the recovery of attorney fees.
  8. *State Law Governing Agreement; Consent to Jurisdiction*: This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky, without regard to its principles of conflicts of laws. The site of any legal actions between the parties shall be held in state and/or federal court in Lexington, Fayette County, Kentucky.
  9. *Authority*: The individuals executing this contract warrant that each is duly authorized to enter into this agreement on behalf of their respective entities.
  10. *Entire Agreement*: This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings. Modifications and amendments to this agreement, including any exhibit or appendix, shall be enforceable only if they are in writing and are signed by authorized representatives of both parties.

**Provider must submit proof of the following documentation to CAC prior to execution of the Agreement: 1) Building Occupancy Permit; 2) STARS Certification; 3) License to Operate a Child Development Center; 4) Current Fire Marshall Inspection; 5) Required Criminal Record Checks a previously stated.**

**For: COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON HARRISON AND NICHOLAS COUNTIES, INC.**

  
 \_\_\_\_\_  
 Jessica Coffie, Director of Child Development

9/18/24  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Steven Gravitt, Chief Financial Officer

9/18/24  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Sharon Price, Executive Director

09.19.24  
 \_\_\_\_\_  
 Date

**For: Lexington-Fayette Urban County Government**

  
 \_\_\_\_\_  
 Linda Gorton, Authorized Representative

10-29-2024  
 \_\_\_\_\_  
 Date

## **CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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. 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.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature



Title

Mayor

Organization

Lexington-Fayette Urban Co. Gov't

<https://www.acf.hhs.gov/grants/certification-regarding-lobbying>

MEMORANDUM

DATE: September 10, 2024

TO: Strategic Leadership Group (via email)

FROM: Steven Gravitt, CCAP  
Chief Financial Officer

Copy: FISCAL (via email)

RE: Out of office September 11, 2024 – September 18, 2024

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I will be out of the office September 11, 2024 – September 18, 2024

Paris Dailey, Assistant Controller is authorized to exercise the function and authority of the Chief Financial Officer as established by the Board of Directors and in the best interest of Community Action Council.

*Copies of the memorandum should be attached to any funding sources reports, contracts or other documents that have a legal character to confirm that he has been authorized to act on my behalf.*



Steven Gravitt, CCAP  
Chief Financial Officer  
Community Action Council  
P.O. Box 11610  
Lexington, KY 40576  
Office: 859.244.2240  
[steven.gravitt@commaction.org](mailto:steven.gravitt@commaction.org)

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into on this 29<sup>th</sup> day of October 2024, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government created pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "GOVERNMENT"), and **LEXINGTON-FAYETTE COUNTY HEALTH DEPARTMENT** whose address is 650 Newtown Pike, Lexington, Kentucky 40508, (hereinafter referred to as "SUBRECIPIENT").

### **RECITALS**

**WHEREAS**, the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) awarded the GOVERNMENT grant funding over a period of four (4) years under the First Responders – Comprehensive Addiction and Recovery Support Service Grant (FR-CARA) (Award No. 1H79TI084804-02) in support of its Expanded First Responders and Community Partners Overdose Prevention Project (EFCPOPP); and

**WHEREAS**, the approved grant application provides for the SUBRECIPIENT to provide services as described in the grant application; and

**WHEREAS**, the GOVERNMENT'S responsibility for ensuring compliance with all grant requirements necessitates a written agreement with the SUBRECIPIENT; and

**WHEREAS**, the parties desire to enter into this Agreement to set forth the terms and conditions pursuant to which SUBRECIPIENT shall provide the required services.

### **STATEMENT OF AGREEMENT**

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

#### **I. SCOPE OF SERVICES**

##### **A. Activities**

SUBRECIPIENT agrees to serve on the multi-disciplinary Advisory Council established by the Lexington-Fayette Urban County Government Department of Social Services, to coordinate with the GOVERNMENT to provide training on the administration of naloxone and the signs and symptoms of overdose and to distribute naloxone to

C. Performance Monitoring

GOVERNMENT may monitor the performance of the SUBRECIPIENT under the terms of the Agreement. Substandard performance as determined by the GOVERNMENT shall constitute noncompliance with the Agreement. If action to correct such substandard performance is not taken by the SUBRECIPIENT within a reasonable period of time after being notified by the GOVERNMENT, Agreement suspension or termination procedures will be initiated.

D. Evaluation

SUBRECIPIENT agrees to participate in Evaluation Component of the project as described in the approved grant application.

**II. TIME OF PERFORMANCE**

The term of this Agreement shall be September 30, 2024, through September 29, 2025.

**III. USE OF FEDERAL FUNDS**

Federal funds from the federally funded Expanded First Responders and Community Partners Overdose Prevention Project in the amount of \$205,000.00 is available to support the herein described activities in accordance with the approved budget over the grant period.

**IV. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the GOVERNMENT under this Agreement shall not exceed \$205,000.00 throughout the duration of year one of the grant. SUBRECIPIENT shall invoice the GOVERNMENT quarterly for reimbursement of expenditures incurred through the purchase of naloxone. Reimbursement will be limited to costs incurred for the purchase of naloxone only. SUBRECIPIENT'S invoice must be for the expenses in the approved budget. SUBRECIPIENT'S invoice must include copies of receipts for naloxone purchases.

**V. NOTICES**

All notices hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, return receipt requested, to the parties at their respective addresses as first set out herein.

(HIPAA). Non-identifying information shall be made available to government monitors or their designees for review upon request.

#### 4. Disclosure

SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the GOVERNMENT'S responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

#### 5. Close-outs

SUBRECIPIENT'S obligation to the GOVERNMENT shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the GOVERNMENT and determining the custodianship of records).

#### 6. Audits and Inspections

SUBRECIPIENT must be audited as required by 2 CFR part 200, subpart F when it is expected that the SUBRECIPIENT's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

SUBRECIPIENT shall submit a copy of the audit report to the Federal Audit Clearinghouse within 30 days after receipt of the audit report, but not later than nine months after the end of the audit period. Concurrently with the submission of the audit report to the Federal Audit Clearinghouse, SUBRECIPIENT shall submit a copy of the audit report to the GOVERNMENT'S Division of Grants and Special Programs. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of the future payments.

All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to the GOVERNMENT, grantor agency, their designees or the federal government, at any time during normal business hours, as often as the grantor agency

termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship. SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

### 3. Section 504

SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any federally assisted program. The GOVERNMENT shall provide SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

## B. Affirmative Action

### 1. Approved Plan

SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the GOVERNMENT'S specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The GOVERNMENT shall provide Affirmative Action guidelines to the SUBRECIPIENT to assist in the formulation of such program.

### 2. W/MBE

SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

### 3. EEO/AA Statement

SUBRECIPIENT will, in all solicitations or advertisements for employees placed or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

3. 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 SUBRECIPIENT and GOVERNMENT, and damage to, or destruction of, any property, including the property of GOVERNMENT.
- C. SUBRECIPIENT shall provide Workers' Compensation insurance coverage for all its employees involved in the performance of this Agreement.
- D. This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the GOVERNMENT and the SUBRECIPIENT.
- E. This Agreement, in accordance with 28 CFR 66.43 can be terminated if SUBRECIPIENT fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 28 CFR 66.44 upon written notice by the GOVERNMENT.
- F. GOVERNMENT and the SUBRECIPIENT each binds himself and his partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement.
- G. Prohibited Activity
- SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.
- H. Drug Free Workplace
- SUBRECIPIENT shall administer a policy designed to ensure that it is free from the illegal use, possession, or distribution of drugs or alcohol by its employees and beneficiaries.
- I. Assignability
- SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the GOVERNMENT

labor standards insofar as these acts apply to the performance of this contract.

L. Hatch Act

SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

M. Conflict of Interest

SUBRECIPIENT agrees to abide by the provisions of 45 CFR 74.42 with respect to conflicts of interest, and covenants that it will maintain written standards of conduct governing the performance of its employees engaged in the administration of this Agreement.

N. Lobbying

SUBRECIPIENT hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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;
- b. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. It will require that the language of paragraph (d) 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)

violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- b. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a) of this certification; and
- c. Have not within a three-year period preceding this proposal had one or more public (Federal, State, or local) transactions or contracts terminated for cause or default.

[INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

**EXHIBIT A**

**Approved Grant Program Narrative**

**Abstract –**

Expanded First Responders and Community Partners Overdose Prevention Project (EFRCPOPP)

Lexington Fayette Urban County Government

The geographic catchment area for this SAMHSA FR-CARA proposal is Lexington-Fayette County, Kentucky the 2020 National Survey on Drug Use and Health estimates that 9.6% of adult Kentuckians used an illicit drug in the past 30 days and that 6.0% met criteria for an illicit drug use disorder in the past year. Direct application of these estimates to Lexington's adult population suggest that 24,525 adults used illicit drugs in the past 30 days and 15,329 met criteria for an illicit drug use disorder in the past year. Lexington, KY has experienced a great deal of loss due to the opioid and other substance use crisis. Through our grant continuation we plan to create a nontraditional approach to reach those in the gap. Year 3 will bring about intentionality and strategic forecasting on who and how to partner with grass root organizations and neighborhood associations to target the African American and Latino populations. Although education and distribution has increased, we are still seeing an increase of overdose deaths in our African American Community. The EFRCPOPP year 3 grant will allow for continued partnerships and expansion.

## Lexington-Fayette Urban County Government Year 3 Continuation Project Narrative

The *Expanded First Responders and Community Partners Overdose Prevention Project* was designed to accomplish three major goals:

- Goal 1: Provide naloxone and naloxone administration training to community members through the Lexington-Fayette County Health Department Syringe Service Program, community outreach and training events, and the Lexington Division of Fire and Emergency Medical Services Community Paramedicine Leave Behind Program.
- Goal 2: Provide naloxone, naloxone administration training, and overdose education to first responders.
- Goal 3: Provide service navigation to substance use treatment, recovery services, and harm reduction for community members who are at risk for an opioid overdose.

Our partnership with the Lexington-Fayette County Health Department for naloxone distribution at the Syringe Service Program and in the community that was established in the original First Responders and Community Partners Overdose Prevention Project. While the Lexington-Fayette County Health Department continues to teach naloxone administration and distribute naloxone at community classes, staffing and scheduling issues limits the number of community classes offered, particularly small classes. In addition, some internal procedures for naloxone distribution, such as paperwork requirements, limited the ability to reach individuals who needed an expedited training. For example, stakeholders have mentioned that they have encountered individuals who were unwilling to stay for the 10-15-minute naloxone administration class and associated paperwork required to receive a naloxone kit. To address these barriers, the EFRCPOPP Overdose Prevention Coordinator (OPC) was trained to conduct naloxone administration training and distribute naloxone kits through a partnership with the medical director of the Lexington Division of Fire and Emergency Medical Services. The OPC did not need to collect paperwork to provide a naloxone kit and was able to adapt the training to the knowledge and needs of participants.

Stigmatization and resistance to universal naloxone access continues to limit the drug's full potential to reduce opioid-related mortality. We have witnessed such push back in our very own communities when working to offer services at the local health department. People are often reluctant to go to the health department because of stigmas and the shame of what others think or because of triggers. However, naloxone has advanced as a critical lifesaving overdose medicine and our approach for distribution is changing the narrative. Public health practitioners and community activists continue to push for naloxone distribution to reverse opioid overdoses. Our partnership for Naloxone distribution under the Lexington Fayette County Health Departments umbrella of harm reduction program is a huge step towards reversing that stigma. Although, practical barriers to growth like those faced by harm reduction programs continue to surface, grant opportunities like this make our program possible. The expansion of naloxone from the limitations of syringe exchange programs to what we are doing today represents remarkable achievement in

## Lexington-Fayette Urban County Government Year 3 Continuation Project Narrative

public health. Through our grant we have been able to partner with our local health department, University of Kentucky's Center for Drug and Alcohol Research as well as other community agencies to observe measurable outcomes. These partnerships have allowed us to assess the need as well as build relationships with those underrepresented hard-to-reach populations. This has allowed our overdose prevention coordinator to meet people where they are. Initial naloxone kit distribution to people of color has also increased within the last year however there is still room for improvement. Measured success has inspired us to continue to expand our reach into marginalized and at-risk communities that are often overlooked in the public health response to the overdose epidemic. Collaboratively we continue to do outreach to reach those at risk as well as those located in high-risk areas to be educated on naloxone administration as well as receive free naloxone. In year one we hosted 141 community trainings and distributed a total of 3422 naloxone kits. Continuing our non-traditional approach, we canvassed the community based on need in high-risk areas utilizing overdose data. In addition to measuring strengths and weaknesses the overdose prevention coordinator used strategic selection methods to identify high risk areas in the community for education opportunities. Thus, distributing 1251 naloxone kits to date. These locations included hotels, barber/beauty shops, adult entertainment establishments, neighborhood markets, gas stations, homeless encampments, sober living homes, bus stops, and restaurants to name a few. Although, somewhat challenging through continued routine visits we have built relationships and trust. The "Narcan Man" is now welcomed and greeted with a smile, upon delivering educational materials and referral resources to help save lives. According to the Fayette County Coroner, there were 210 overdose deaths in Fayette County in 2022, eclipsing the previous record of 208 deaths in 2020 and an approximate 7% increase from the 2021 (196 deaths). The County's overdose death rate since 2022 has declined totaling 177 persons in 2023. This data supports great work that is being done in our community.

The EFRCPPOP year 3 grant will allow for continued partnerships and expansion. Our partnership with the Lexington-Fayette County Health Department for naloxone distribution at the Syringe Service Program and in the community that was established in the original First Responders and Community Partners Overdose Prevention Project. In Year 3, the OPC referred to by the community as the Narcan Man will continue to work closely with the Lexington-Fayette County Health Department to ensure requests for naloxone administration education and distribution are filled. The health department provides training and naloxone kits for larger classes (e.g., larger treatment facilities or shelters), and the OPC trained smaller classes (e.g., sober living houses). Between the larger classes taught by the health department and smaller classes taught by the OPC, 141 naloxone administration training classes were held in the community in the Year 1. Although, the overdose death totals are down we still see an increase in our populations of color. Through continued partnerships Nalox Boxes have been distributed to all the Fayette County High Schools, some of the middle schools and one elementary school. Year 3 will bring about intentionality and strategic forecasting on who and how to partner with grass root organizations and neighborhood associations to target the African American and Latino populations. Although education and distribution has increased, we are still seeing an increase of overdose deaths in our African American Community (See attached coroner's report for 2023).

**Lexington-Fayette Urban County Government  
Year 3 Continuation Project Narrative**

In year 3 we plan to continue to strive to reach our initial goals with a special emphasis on ....

- 1). Identifying non-traditional at-risk locations for naloxone education, and distribution.
- 2). To educate hard to reach, underrepresented community members on naloxone administration. Being more intentional on reaching the African American (especially AA males) and Hispanic communities.
- 3) Increase distribution of naloxone kits in the community by 15%.
- 4) Increase naloxone distribution in the African American population by at least 10%.
- 5) Host 4 community focus groups to understand barriers to accessing naloxone and connect individuals in underserved populations to community resources.
- 6) Partner with the health department to roll out a multi media campaign targeting African American and LGBTQ+ populations to increase awareness and distribution of naloxone.

LFUCG will continue partnership in year 3 with the University of Kentucky Center on Drug and Alcohol Research to conduct a comprehensive evaluation of EFRCPPOP activities. The evaluation team will meet frequently with EFRCPPOP staff, attend the Mayor's Substance Use Disorder Advisory Council meetings, and collected data from a variety of sources. Data used for the evaluation will include:

1. Administrative data provided by the Overdose Prevention Coordinator, which will include information on community naloxone trainings, referrals to substance use services, nalox box distribution and focus group feedback.
2. Naloxone prescription data from the Lexington-Fayette County Health Department, which will include demographic data, naloxone prescription type (initial or refill), and for naloxone refills: (1) what happens to the previous naloxone kit, (2) how many doses are used to treat someone who overdosed, (3) was 911 called if naloxone was administered, and (4) whether the individual who overdosed lived after naloxone administration;
3. Naloxone prescription data from the Overdose Prevention Coordinator, which will include training location, demographic data, whether trainees learned new information in the training and how confident they were in their ability to administer naloxone, if the individual had ever had or used naloxone, and if they had: (1) how many doses were used, (2) was 911 called if naloxone was administered, and (3) did the individual who overdosed lived after naloxone administration; and
4. Annual process evaluation data from qualitative interviews conducted with key EFRCPPOP stakeholders.

**Lexington-Fayette Urban County Government  
Year 3 Continuation Project Narrative**

This report will be divided into multiple sections. First, the goals and objectives of the *Expanded First Responders and Community Partners Overdose Prevention Project* are presented. Second, the progress toward achieving each goal is individually discussed with a review of relevant data. A summary of major project accomplishments. Finally, recommendations for continuing and enhancing overdose prevention activities for the subsequent grant year.



FAYETTE COUNTY CORONER  
247 EAST SECOND STREET  
LEXINGTON, KENTUCKY 40507-2103  
(859) 455-5700



**Gary W. Ginn**  
*Coroner*

**John A. Cox**  
*Chief Deputy Coroner Supervisor*

**Shea Willis**  
*Chief Deputy Coroner Senior*

*Chief Deputy Coroners*  
**Michael S. Durbin**  
**John A. McCarty**  
**Greg Haley**

*Deputy Coroners*  
**John A. Ricks**  
**Bob Sayre**  
**Ron King**  
**Jordan A. Russell**

## OVERDOSES 2023

**Total: 177**

**Fentanyl (plus other drugs): 103**

**Fentanyl: 50**

**Fentanyl & Heroin (plus other drugs): 2**

**Other Drugs: 22**

---

**Male White: 81**

**Male Black: 38**

**Female White: 43**

**Female Black: 7**

**Female Biracial: 1**

**Male Biracial: 1**

**Male Vietnamese: 1**

**Male Puerto Rican: 1**

**Male Hispanic: 4**

**PURCHASE OF SERVICE AGREEMENT**

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 28 day of October 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government created pursuant to KRS Chapter 67A ("Client"), 200 East Main Street, Lexington, Kentucky 40507, and **FEDERATED GLOBAL VENTURES, LLC**, a Kentucky limited liability company ("Agency") with offices located at 2265 Harrodsburg Rd., Ste. 300, Lexington, Kentucky 40504.

**WITNESSETH**

WHEREAS, the Client has agreements with two hotel providers to reserve rooms for use as temporary emergency shelter for individuals experiencing homelessness during the winter months;

WHEREAS, the Client desires to engage the services of the Agency for the purpose of safeguarding and protecting residents staying in these hotels while these hotel rooms are used as emergency shelter;

WHEREAS, the Agency asserts that it has trained security officers and off-duty law enforcement officers, equipment, and expertise to provide such services strictly in accordance with the requirements of the Client and within the laws and regulations of the Commonwealth of Kentucky;

WHEREAS, on the basis of such representation, the Client is agreeable to engage and install the services of the Agency under the terms and conditions set forth by the Client;

NOW THEREFORE, for and in consideration of the foregoing premises and mutual terms, conditions and stipulations herein set forth, the parties have agreed and do hereby agree as follows:

**1. EFFECTIVE DATE; TERM.** This Agreement shall commence on November 1, 2024 ("Effective Date") and shall last until April 1, 2025 ("Term") unless terminated by Client at an earlier time.

**2. RELATED DOCUMENTS.** This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

- a. Exhibit "A" – Proposal for Security Services

The Agency understands that the Client has entered this Agreement in reliance on the truth and accuracy of the assertions contained within Exhibit A. To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "A", in that order.

**3. SCOPE OF SERVICES.** The Agency shall perform the services outlined herein in a timely, workmanlike and professional manner (the "Services") on the two (2) hotel properties (the "Property") identified by the Client:

- a. Adopt a security service plan for Agency officers, in accordance with the terms of this Agreement, for the Property selected by the Client, throughout the duration of the Term, using a variable shift of uniformed and equipped off-duty law enforcement personnel, in such number and rank as provided below:

Number of officers: 2, at least one (1) of which shall be a female officer, when and if feasible

Days of the week: 7

Hours of the day: 24 hours

The officers shall be (selection in bold): **Armed** or Unarmed

- b. Provide general security for the Property by providing these officers, in the number and rank specified above, to deter violations of facility rules and state laws and to enforce same as directed, and by ensuring that these officers patrol the Property and respond to issues related to individuals' use of the Property. The Agency may eject individuals, in a reasonable manner consistent with any directives from the Client and with generally recognized rules of law enforcement, who are sheltering on the Property, if those individuals are violating security rules or posing a threat to themselves or others.
- c. Participate in coordination calls or meetings whenever requested by the Client.

**4. PAYMENT.** The Client shall pay the Agency a total amount not to exceed **Two Hundred Twenty Thousand and Three Hundred Twenty Dollars (\$220,320.00)** ("**Funds**") for the performance of the Services. Payments shall be made monthly for expenditures the Agency actually incurred, only after receipt of approved monthly invoices. The Funds are limited to the Services provided herein and may not be spent by the Agency for any other purpose without the prior written consent of the Client. Absent any additional written agreement stating otherwise, any travel or other expenses are excluded in the above payment.

- a. The Client shall make payment under this Agreement upon timely submission of approved invoice(s) from Agency. Client may request timesheets to accompany the invoices if Client determines, in its sole discretion, that additional documentation is

necessary or helpful. Client shall have thirty (30) days from the date of receipt of the approved invoice to pay the invoice amount. Client reserves the right to refuse payment if it is determined by Client that the Services performed were inadequate.

b. Client also reserves the right to reject any invoice submitted for services more than sixty (60) days after the services were rendered.

**5. TERMINATION.** Client, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Agency with at least thirty (30) days advance written notice. Agency shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis.

a. In the event of a termination based upon a material condition of non-performance or default by Agency, Client shall provide Agency advance written notice and a reasonable period of time to cure the breach.

b. Agency may only terminate this Agreement based upon Client's failure to timely pay for properly invoiced and accepted work. Agency shall provide Client with at least thirty (30) days advance written notice and an opportunity to cure prior to termination.

**6. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN.** Agency shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. Client may request proof that Agency has timely filed federal, state, or local tax forms which shall be provided by Agency on a timely basis. The person signing this Agreement on behalf of Agency is fully authorized to do so.

**7. INSURANCE; INDEMNITY.**

a. At all times relevant to the performance of this Agreement, Agency shall maintain insurance coverages in at least the following amounts, which shall be properly filed and approved by the Kentucky Department of Insurance. Evidence of such coverage shall be made available to Client upon request. General Liability (\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit); Excess/Umbrella Liability (\$1 million per occurrence); Commercial Automobile Liability (combined single, \$1 million per occurrence); (if applicable) Professional Liability (\$1 million per occurrence, \$2 million aggregate); Worker's Compensation (Statutory); and Employer's Liability (\$100,000.00).

b. Agency shall indemnify, defend and hold harmless Client and its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and

reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Agency's performance of, or breach of this Agreement and/or the provision of goods or services, provided that (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of Agency or its officials, employees, or agents; and (b) not caused solely by willful misconduct of Client.

c. Agency understands and agrees that its obligation to defend Client includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Agency's expense, using attorneys approved in writing by the Client, which approval shall not be unreasonably withheld.

d. Agency further understands and agrees that its obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, all environmental cleanups and remediation costs of whatever kind, and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Agency and Client, and damage to, or destruction of, any property, including the property of Client.

e. This provision shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Agreement.

f. Agency understands that Client is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that Client is unable to provide indemnity or otherwise save, hold harmless, or defend the Agency in any manner.

**8. RECORDS.** Agency shall keep and make available to Client any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Agency and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Agency related to this Agreement and shall be made available to Client upon request.

a. Client shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Agency under this Agreement.

b. Agency understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by Client to provide assistance with such a request.

**9. CONTRACTUAL RELATIONSHIP ONLY.** In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party,

or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.

**10. NO ASSIGNMENT.** Agency may not assign any of its rights and duties under this Agreement without the prior written consent of Client.

**11. NO THIRD-PARTY RIGHTS.** This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Agency or Client.

**12. KENTUCKY LAW AND VENUE.** This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

**13. AMENDMENTS.** By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Agency acknowledges that Client may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

**14. NOTICE.** Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Agency:

Federated Enforcement Agency  
2265 Harrodsburg Road, Suite 300  
Lexington, KY 40504  
Attn: Wade McNabb

For Government:

Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, Kentucky 40507  
Attn: Jeff Herron

**15. WAIVER.** The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.

**16. ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.



**EXHIBIT "A"**

## CONSULTANT SERVICES AGREEMENT

**THIS IS AN AGREEMENT** made as of October 24, 2024, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER or LFUCG**) and GRW Inc. (**CONSULTANT**). **OWNER** intends to proceed with architectural/engineering design services as described in the attached Request for Proposal document. The services are to include the preparation of Schematic Design Documents through Construction Documents, Bidding, and Construction Administration for the construction of the **DWO Headquarters and Operations Building** as contemplated in the **OWNER's** Request for Proposal No. #48-2024. The services are hereinafter referred to as the Project.

**OWNER** and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional architectural/engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

**CONSULTANT** was selected by **OWNER** based upon its response to the Request for Proposal No. 48-2024.

**CONSULTANT** shall provide professional consulting services for **OWNER** in all phases of the Project described herein, serve as **OWNER'S** professional architectural and engineering representative for the Project as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

### **SECTION 1 - BASIC SERVICES OF CONSULTANT**

**CONSULTANT** shall perform professional services as hereinafter stated, which include customary architectural and engineering incidental thereto.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 48-2024. (**Exhibit "A"**), and Consultant's Response dated September, 2024 (**Exhibit "B"**). To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of Request for Proposal No. 48-2024. (**Exhibit "A"**), then the provisions of Consultant's Response (**Exhibit "B"**).

After written authorization to proceed with the Evaluation and Recommendation Phase, **CONSULTANT** shall:

1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **CONSULTANT** and the **OWNER**.
2. On the basis of the "Selection Criteria" in the "Request for Proposal", attached in **Exhibit "A"**, conduct field surveys and gather other necessary data or information, prepare an evaluation and recommendation document consisting of design options and cost estimates as well as all required deliverables listed in the Request for Proposal. See **Exhibit "A"** for complete listing of all deliverables.

This Agreement (consisting of pages 1 to 13 inclusive), together with the Exhibits and schedules identified above, constitutes the entire Agreement between **OWNER** and **CONSULTANT** and

supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The General Condition provisions of RFP No. 48-2024 are incorporated herein by reference as if fully stated.

## **SECTION 2 - ADDITIONAL SERVICES BY CONSULTANT**

- 2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this Project other than as provided by **Exhibit "A"** 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 **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Additional Services" and shall be paid as such.
- 2.2. All "Additional Services" are subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

## **SECTION 3 - OWNER'S RESPONSIBILITIES**

### **OWNER shall:**

- 3.1. Provide criteria and information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Assist **CONSULTANT** by placing at its disposal available information pertinent to the Project.
- 3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.
- 3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to materials, equipment, elements and systems pertinent to **CONSULTANT'S** services.
- 3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).
- 3.6. Furnish or direct **CONSULTANT** to provide necessary Additional Services as stipulated in Section Two (2) of this Agreement or other services as required.

## **SECTION 4 - PERIOD OF SERVICES**

- 4.1. See Exhibit "A" for the project timeline/schedule. All time limits stated in the Exhibit are of the essence of the Agreement.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

If delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **CONSULTANT**, an extension of time for such delay will be considered. If delays occur, the **CONSULTANT** shall within 14 days from the date of the delay apply in writing to the **OWNER** for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, the Project schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of the **OWNER** of any of its rights in the Agreement. Section 6.5, under DISPUTES, of this Agreement, shall apply in the event the parties cannot mutually agree upon an extension of time.

In the event that the overall delay resulting from the above-described causes is sufficient to prevent complete performance of the Agreement within two (2) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and adjustment. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an adjustment of fee.

## **SECTION 5 - PAYMENTS TO CONSULTANT**

### **5.1 Methods of Payment for Services of CONSULTANT**

#### **5.1.1 For Basic Services.**

##### Lump Sum Pricing

In consideration of the architectural and engineering services described in this Loan Agreement and its exhibits, **OWNER** shall pay **CONSULTANT** the sum below stated, which sum shall include without limitation all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacation leave, etc.), disposal fees, tool allowances, equipment fees, materials, profits, and all other costs used on, for, or in association with the job. The negotiated cost of services is represented in the Form of Proposal, and is summarized as follows:

|   |                          |
|---|--------------------------|
| <b><u>Design Stage (Total Services Below)</u></b>           | <b><u>\$ 215,580</u></b> |
| Schematic Design Phase:<br>(percentage of total services)   | \$93,320<br>31.2%        |
| Design Development Phase:<br>(percentage of total services) | \$40,360<br>13.5%        |
| Construction Documents Phase:                               | \$77,710                 |

|   |                         |
|---|-------------------------|
| (percentage of total services)                          | 26%                     |
| Bid Phase:  | \$4,190                 |
| (percentage of total services)                          | 1.4%                    |
| <b><u>Construction Administration Stage</u></b>         | <b><u>\$83,540</u></b>  |
| (percentage of total services)                          | 27.9%                   |
| <b><u>Total Architectural/ Engineering Services</u></b> | <b><u>\$299,120</u></b> |

**5.1.2. For Additional Services**

"Additional Services" shall be paid for by the **OWNER** on the basis of the unit pricing below. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon payment for "Additional Services", the amount of such payment shall be determined as set forth in Section 6.5, "DISPUTES" of this Agreement.

Unit Pricing

If Additional Services are requested, the base contract may be increased and/or decreased on the basis of these proposed unit rates. No price adjustments will be made, unless mutually agreed to in advance through the Change Order process to the contract, or as a result of temporary conditions (defined as 30 days or less from the date of the last invoice).

All Unit Pricing Hourly Rates shall include without limitation all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacation leave, etc.), disposal fees, tool allowances, equipment fees, materials, profits, and all other costs used on, for, or in association with the job.

| <u>Title/Skill Level</u>               | <u>Hourly Rate</u> |
|--|--------------------|
| <u>Principal Architect</u>             | 155 \$/HR          |
| <u>Project Architect</u>               | 155 \$/HR          |
| <u>Project Manager</u>                 | 155 \$/HR          |
| <u>Interior Designer</u>               | 155 \$/HR          |
| <u>Mechanical Engineer</u>             | 155 \$/HR          |
| <u>Electrical Engineer</u>             | 155 \$/HR          |
| <u>Structural Engineer</u>             | 155 \$/HR          |
| <u>Site/Civil Engineer</u>             | 155 \$/HR          |
| <u>Landscape Architect</u>             | 155 \$/HR          |
| <u>Intern/CADD for each discipline</u> | 65 \$/HR           |

Additional Services may require procurement beyond the base contract. Procurement shall comply with the specifications set forth herein. The **CONSULTANT** markup over the invoiced price shall be  0%

## **5.2. Times of Payment.**

**5.2.1.** For any month in which the **CONSULTANT** provides services in connection with this Agreement, the **CONSULTANT** shall submit to the **OWNER** a written statement reasonably identifying the percentage of each task, listed in Section 5.1.1., above, as may be amended by the parties from time to time, that has been completed to date, the total amount to be billed for each task, the amount previously billed for each task, and the total amount due and owing for each task at the time the statement is issued. Within thirty (30) days of the **OWNER's** receipt of such statement, the **OWNER** shall pay to the **CONSULTANT** all amounts due and owing as indicated thereon, unless the **OWNER** has in good faith contested the same.

## **5.3. Other Provisions Concerning Payments.**

**5.3.1.** In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

**5.3.2.** In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the **OWNER**.

**5.3.3.** In the event the **CONSULTANT** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **CONSULTANT** shall be paid as set forth in Section 5.3.1. above.

## **SECTION 6 - ADDITIONAL GENERAL CONSIDERATIONS**

### **6.1. Termination**

**6.1.1.** The obligation to provide further services under this Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, provided the non-terminating party fails to cure such default within ten (10) days of receiving notice of such default.

**6.1.2.** The **OWNER** reserves the right to terminate the Agreement for any reason at any time upon seven (7) days written notice to the **CONSULTANT**.

## **6.2. Ownership and Reuse of Documents.**

All documents, including hardcopies and original digital format, including but not limited to Drawings and Specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

## **6.3. Legal Responsibilities and Legal Relations.**

**6.3.1.** The **CONSULTANT** shall familiarize himself with and shall at all times comply with all federal, state and local laws, ordinances, and regulations which in any manner affect the services of this Agreement.

**6.3.2.** In performing the services hereunder, the **CONSULTANT** and its **CONSULTANTS**, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including **CONSULTANTS**, and shall save, defend, and hold **OWNER** harmless therefrom.

**6.3.3.** The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statutes. Any action arising from or in relation to this Agreement shall be brought in Fayette County, Kentucky.

## **6.4. Successors and Assigns.**

**6.4.1.** **CONSULTANT** binds itself and its partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

**6.4.2.** The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value, to be provided under this Agreement. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

**6.4.3.** Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

## 6.5. Disputes.

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **CONSULTANT** or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Urban County Division of Procurement and the **CONSULTANT**, shall be submitted to the Commissioner of the Department of General Services, Lexington Fayette Urban County Government, for review. The decision of the Commissioner as to the determination of such dispute shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

Any claim, dispute or other matter in question arising out of or related to this Agreement shall first be attempted to be settled between the Owner and Architect directly. If not settled then shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

## 6.6. Accuracy of CONSULTANT'S Work.

The **CONSULTANT** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional architects and engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered.

The **CONSULTANT** shall be responsible for the accuracy of all work, even though Drawings and Specifications have been accepted by the **OWNER** and shall make any necessary revisions or corrections resulting from errors and/or omissions on the part of the **CONSULTANT**, without additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made a statement that, to the best of its belief and knowledge, the information is accurate. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to disqualify **CONSULTANT** from consideration for future **CONSULTANT** service agreements.

## 6.7. Security Clause.

The **CONSULTANT** certifies that it shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any public or private organization except the **OWNER** without prior approval of the **OWNER**.

## 6.8. Access to Records.

The **CONSULTANT** and its sub-**CONSULTANTS** shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years after the date of final payment may be grounds for the **OWNER** to disqualify the **CONSULTANT** from consideration for future **CONSULTANT** service agreements.

## 6.9. Required Risk Management Provisions.

Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

### **RISK MANAGEMENT PROVISIONS INSURANCE AND INDEMNIFICATION. INDEMNIFICATION AND HOLD HARMLESS PROVISION**

- (1) It is understood and agreed by the parties that **CONSULTANT** 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 **CONSULTANT** or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors **of any tier** (hereinafter "**CONSULTANT**") 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) **CONSULTANT** 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 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 **CONSULTANT'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 **CONSULTANT**; and (b) not caused solely by the active negligence or willful misconduct of **LFUCG**.
- (3) Notwithstanding, the foregoing, with respect to any professional services performed by **CONSULTANT** hereunder (and to the fullest extent permitted by law), **CONSULTANT** 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 **CONSULTANT** in the performance of this agreement.

- (4) In the event **LFUCG** is alleged to be liable based upon the above, **CONSULTANT** 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.
- (5) These provisions shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this agreement.
- (6) **LFUCG** is a political subdivision of the Commonwealth of Kentucky. **CONSULTANT** acknowledges and agrees that **LFUCG** is unable to provide indemnity or otherwise save, hold harmless, or defend the **CONSULTANT** in any manner.

**FINANCIAL RESPONSIBILITY**

**CONSULTANT** understands and agrees that it shall, prior to final acceptance of its proposal and the commencement of any work or services, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

**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 EXECUTION OF THIS AGREEMENT THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. FAILURE TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW SHALL RESULT IN DEFAULT UNDER THIS AGREEMENT.

**Required Insurance Coverage**

**CONSULTANT** 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 or services hereunder by **CONSULTANT**. The cost of such insurance shall be included in any bid:

| <b>Coverage</b>  | <b>Limits</b>   |
|--|---|
| General Liability \$1 million per occurrence,<br>(Insurance Services Office Form CG 00 01) | \$2 million aggregate<br>or \$2 million combined single limit |
| Commercial Automobile Liability<br>(Insurance Services Office Form CA 0001)                | combined single, \$1 million per<br>occurrence                |
| Professional Liability   | \$1 million per occurrence, \$2 million<br>aggregate          |

|                       |                |
|-----------------------|----------------|
| Worker's Compensation | Statutory      |
| Employer's Liability  | \$1,000,000.00 |

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. **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. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement and a Products Liability endorsement unless they are deemed not to apply by **LFUCG**.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by **LFUCG**.
- e. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, **CONSULTANT** shall notify **LFUCG** and obtain similar insurance that is commercially available and acceptable to **LFUCG**.
- f. **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.
- g. 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 SELF-INSURED, A SELF-INSURANCE PLAN MUST HAVE BEEN 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 DATE CONSULTANT WAS REQUIRED TO HAVE SUBMITTED A RESPONSE TO THE RFP, UNLESS THIS REQUIREMENT IS WAIVED BY LFUCG.** 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 **CONSULTANT**'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. If **CONSULTANT** satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, **CONSULTANT** agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

## Safety and Loss Control

**CONSULTANT** 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 its personnel on the job site, the public, and **LFUCG**.

## Verification of Coverage

**CONSULTANT** 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 execution of this Agreement, and if requested, shall provide **LFUCG** copies of all insurance policies, including all endorsements.

## Right to Review, Audit and Inspect

**CONSULTANT** understands and agrees that **LFUCG** may review, audit and inspect any and all of its records and operations to ensure compliance with these Insurance Requirements.

## **DEFAULT**

**CONSULTANT** 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 **CONSULTANT** for any such insurance premiums purchased, or suspending or terminating the work.

## **SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this service agreement, the **CONSULTANT** agrees as follows:

- 7.1. The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- 7.2 The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

## **SECTION 8 - SPECIAL PROVISIONS**

- 8.1. This Agreement is subject to the following provisions.

**8.1.2.** Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned the appropriate Lexington-Fayette Urban County Government employee (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or their designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or their designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or their designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:  
Lexington Fayette Urban County Government

*Linda Gorton*

BY: LINDA GORTON, MAYOR

ATTEST:

*Mackenzie Gork*  
URBAN COUNTY COUNCIL CLERK

*Deputy*

CONSULTANT:

GRW  
*James K. Piper Jr.* VP  
*[Signature]*

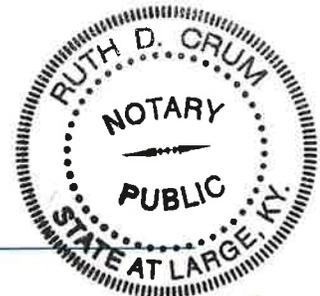
COMMONWEALTH OF KENTUCKY )

COUNTY OF FAYETTE )

The foregoing Agreement was subscribed, sworn to, and acknowledged before me by  
*James K. Piper, Jr.* as the duly authorized representative for and on behalf of  
*GRW* this *22* day of *October* 2024

My commission expires: *June 20, 2027*

*[Signature]*  
Notary Public  
4858-6410-8526, v. 1  
*Ruth Crum*



*KXNP74192*

## **PURCHASE OF SERVICE AGREEMENT**

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 24 day of October 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 ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and Roadway Asset Services, LLC, a Kentucky corporation, ("Organization") with offices located at 6001 W. Parmer Lane Suite 370-1102 Austin, Texas 78727.

### **WITNESSETH**

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. **EFFECTIVE DATE; TERM.** This Agreement shall commence on \_\_\_\_\_, 2024 and shall last until 6/30/2027 unless terminated by LFUCG at an earlier time, as delineated below:
  - a. Line 1 Term – Effective date of contract through 6/30/2026
  - b. Line 2 Term – 7/1/2026 through 6/30/2027; and

This Agreement may be extended annually for (5) Additional 1-year extensions through 6/30/2032, at the option of LFUCG.

"Line 1" and "Line 2" shall have the meaning as provided in Exhibit "A".

2. **RELATED DOCUMENTS.** This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

- a. Exhibit "A" – LFUCG RFP Document and addenda
- b. Exhibit "B" – Consultant Proposal

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "A", and "B" in that order.

3. **SCOPE OF SERVICES.** Organization shall perform the services outlined in the attached Exhibit "A" – Scope of Work for LFUCG in a timely, workmanlike and professional manner (the "Services").

**4. PAYMENT.** LFUCG shall pay Organization a total amount not to exceed Two hundred thirty-five thousand eight hundred and eighty-eight dollars (\$ 235,888.00) for the performance of the Services. Should this Agreement be renewed as provided in Section 1, above, LFUCG shall pay Organization a total amount not to exceed \$19,425 in the first renewal term, with an additional increase annually of five percent (5%), thereafter. Such payments shall be made per the payment schedule based on deliverables and included in the Terms of Service section of RFP 47-2024. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

a. LFUCG shall make payment under this Agreement upon timely submission of an invoice(s) from Organization specifying that the Services have been performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for the Services performed to date. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that the Services performed or materials provided for the Services are inadequate or defective.

b. LFUCG also reserves the right to reject any invoice submitted for services more than sixty (60) days after the services were rendered.

**5. TERMINATION.** LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Organization with at least thirty (30) days advance written notice. Organization shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis.

a. In the event of a termination based upon a material condition of non-performance or default by Organization, LFUCG shall provide Organization advance written notice and a reasonable period of time to cure the breach.

b. Organization may only terminate this Agreement based upon LFUCG's failure to timely pay for properly invoiced and accepted work. Organization shall provide LFUCG with at least thirty (30) days advance written notice and an opportunity to cure prior to termination.

c. Organization acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event that such funding is not appropriated in a future fiscal year, LFUCG's obligations under this Agreement shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Organization. LFUCG shall exercise any application of this provision in good faith.

**6. REPORTING.** Organization shall provide LFUCG with timely reports and updates related to the provisions of the Services in the form and manner reasonably specified by LFUCG. Reports and Deliverables per the terms of RFP 47-2024.

**7. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN.** Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

**8. INSURANCE; INDEMNITY.**

The risk management provisions of RFP No. 47-2024 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to the LFUCG as required therein.

**9. RECORDS.** Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.

a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement.

b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

**10. ACCESS.** Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement.

**11. CONTRACTUAL RELATIONSHIP ONLY.** In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.

**12. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE.** Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through

a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

**13. SEXUAL HARASSMENT.** Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be made available to LFUCG upon request.

**14. INVESTMENT.** Any investment of the funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

**15. NO ASSIGNMENT.** Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

**16. NO THIRD PARTY RIGHTS.** This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

**17. KENTUCKY LAW AND VENUE.** This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

**18. AMENDMENTS.** By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

**19. NOTICE.** Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization:

Roadway Asset Services, LLC  
6001 W Parmer Lane, Suite 370-1102  
Austin, TX 78727-3908  
Attn: Scot Gordon, PE, IAM

For Government:

Lexington-Fayette Urban County Government

200 East Main Street  
Lexington, Kentucky 40507  
Attn: Richard Dugas, EQPW Commissioner's Office

**20. WAIVER.** The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.

**21. ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

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

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

BY: *Linda Gorton*  
LINDA GORTON, MAYOR

ATTEST:  
*Mackenzie Gook*  
Clerk of the Urban County Council

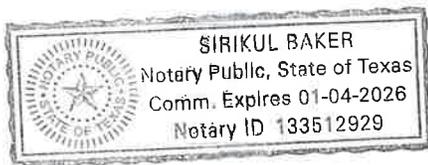
*Deputy*

ENTITY

BY: *Scott Gordon*  
SCOT GORDON, PE, IAN  
Raidway Asset Services LCC

*Shirley DL*  
ATTEST: *Sirikul Baker*

WITNESS:  
DATE: *October 11, 2024*



**EXHIBIT "A"**

Lexington/Fayette Urban County Government  
RFP 47-2024

**EXHIBIT "B"**

Lexington/Fayette Urban County Government  
Organization's Response to RFP 47-2024

4873-9974-8590, v. 1

FAYETTE CO, KY FEE \$113.00

SUSAN LAMB  
COUNTY CLERK

PRESENTED/LODGED: 11/06/2024 09:19:24 AM

HALLIE WOOSLEY, DEPUTY CLERK 202411060060

BK: DB 4102

PG: 100-125



**QUITCLAIM DEED**

This **QUITCLAIM DEED** is made and entered into on this the 29 day of October, 2024, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes, whose mailing address is 200 East Main Street, Lexington, Kentucky 40507, ("Grantor"), and **MAIN STREET BAPTIST CHURCH**, a religious organization, located at 582 West Main Street, Lexington, Kentucky 40507 ("Grantee"); the Grantee's address is the in-care-of tax mailing address for the current tax year.

**WITNESSETH:**

**WHEREAS**, the Council of the Lexington-Fayette Urban County Government, by Ordinance No. 073-2023, adopted on the 29th day of June, 2023, authorized the permanent closure of a portion of Jefferson Street and transfer of the unused rights-of-way of certain real property situated at 582 West Main Street and 584 West Main Street, which abuts to the remaining portion of the Jefferson Street Viaduct, to the adjacent

owner; Pursuant to KRS 82.405, said Ordinance was duly recorded in Deed Book 4099, Page 661, in the Fayette County Clerk's Office; and

**WHEREAS**, said Ordinance further authorized and directed the Mayor to execute a quitclaim deed for said unused rights-of-way to the Grantee as owner of the abutting property;

**NOW, THEREFORE**, for and in consideration of the sum of **ONE DOLLAR AND 00/100 (\$1.00)**, and for other good and valuable consideration, the receipt of all of which is hereby acknowledged, Grantor does hereby **REMISE, RELEASE**, and forever **QUITCLAIM** unto the Grantee, all of its right, title, and interest in and to the former rights-of-way permanently closed by the Ordinance identified above, located in the City of Lexington, Fayette County, Kentucky, and being described as follows:

**A PORTION OF JEFFERSON STREET**  
**ADJOINING MAIN STREET**

**Lying within the**  
**LFUCG Property**  
**(Deed Book 3627, Page 219)**  
**Lexington, Fayette County, Kentucky**

Being a parcel of land lying at the intersection of West Main Street and Jefferson Street and being more particularly described as:

**BEGINNING**, at a 24" long, 5/8" diameter rebar with surveyor's cap (PLS 3350) found in the intersection of the current south right-of-way of Main Street and the east right-of-way of Jefferson Street, said point having Kentucky State Plane Coordinates of N(Y):3,908,833.55, E(X):5,280,319.33 (KY Single Zone, NAD 83, US Survey Feet), said point also being a corner to Main Street Baptist Church (Deed Book 39, Page 23 -Deed Book 544, Page 242 and Deed Book 562, Page 187); thence with the right-of-way of Jefferson Street and the line of the aforementioned Main Street Baptist Church for four (4) calls:

- 1) North 47°55'45" West a distance of 43.91' to a MAG Nail with surveyor's ID tag (PLS 3350) found in the sidewalk; thence

- 2) North 87°10'14" West a distance of 14.12' to a MAG Nail with surveyor's ID tag (PLS 3350) set in a concrete wall; thence
- 3) South 44°13'04" West a distance of 134.80' to a 24" long, 5/8" diameter rebar with surveyor's cap (PLS 3350) set; thence
- 4) South 44°11'34" West a distance of 72.23' to a 24" long, 5/8" diameter rebar with surveyor's cap (PLS 3350) set in the northerly line of Lexington Center Corporation (New Lot 1-Plat Cabinet S, Slide 408; Deed Book 1296, Page 691, Deed Book 1527, Page 450 and Deed Book 3605, Page 376);

Thence with the line of Lexington Center Corporation and crossing Jefferson Street for three (3) calls:

- 1) North 47°44'13" West a distance of 28.63' to a MAG Nail with surveyor's ID tag (PLS 3350) set; thence
- 2) North 44°46'59" West a distance of 83.38' to a 5/8" diameter rebar with surveyor's cap (PLS 3963) found; thence
- 3) North 45°36'13" West a distance of 7.58' to a 24" long, 5/8" diameter rebar with surveyor's cap (PLS 3350) set in the right-of-way of Jefferson Street and being the southeast corner of Main Street Baptist Church (Deed Book 1769, Page 582);

Thence with the Jefferson Street right-of-way and the east line of Main Street Baptist Church for five (5) calls:

- 1) North 47°59'19" East a distance of 162.93' to a point, said point being witnessed by a 1/2" diameter rebar found South 65°02'07" West 0.81' from the point, thence from the corner point,
- 2) North 41°54'34" West a distance of 18.29' to a 1/2" diameter rebar found; thence
- 3) North 24°39'19" East a distance of 67.20' to a 1/2" diameter rebar found; thence
- 4) North 42°33'12" West a distance of 20.06' to a MAG Nail with surveyor's ID

tag (PLS 3350) found in the entrance of the Main Street Baptist Church; thence  
5) North 44°28'16" East a distance of 2.55' to a MAG Nail with surveyor's ID tag (PLS 3350) found in the south right-of-way of Main Street;

Thence with the right-of-way of Main Street, South 42°23'07" East a distance of 224.43' to a 24" long, 5/8" diameter rebar with surveyor's cap (PLS 3350) found; which is the **POINT OF BEGINNING**, having an area of 27,506.00 square feet or 0.6315 acres; and,

**IT IS AGREED AND UNDERSTOOD** that the former right-of-way transferred to the adjacent owner is subject to the reservation of easements and restrictions of record, as well as those shown on the attached Exhibit "A".

**FURTHER**, this conveyance is made subject to the conditions contained in the Memorandum of Agreement, which is shown on the attached Exhibit "B".

**TO HAVE AND TO HOLD** the same unto the Grantee, its successors or assigns, forever. This instrument is exempt from the requirements for a Consideration Certificate by KRS 382.135(2)(c) and real estate transfer tax pursuant to KRS 142.050(8)(b).

**IN TESTIMONY WHEREOF**, Grantor and Grantee causes this instrument to be executed by its duly authorized officer on this the day and year first above written.

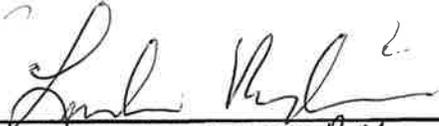
GRANTOR:

**LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT**

BY: *Linda Gorton*  
LINDA GORTON  
MAYOR

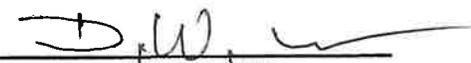
GRANTEE:

**MAIN STREET BAPTIST CHURCH**

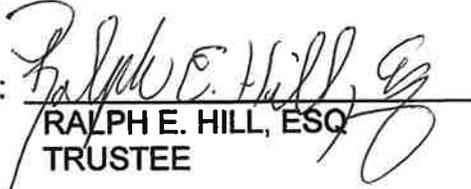
BY:   
LEANDER R. HEDGES  
TRUSTEE/CHAIRMAN

BY:   
RORGER W. CORNELIUS  
TRUSTEE

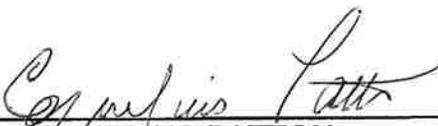
BY:   
CALVIN DOTY  
TRUSTEE

BY:   
DONALD W. LYONS  
TRUSTEE

BY:   
DARYL LOVE  
TRUSTEE

BY:   
RALPH E. HILL, ESQ  
TRUSTEE

BY:   
ALBERT JOHNSON  
TRUSTEE

BY:   
CORNELIUS PATTON  
TRUSTEE

[Intentionally Left Blank]

**CERTIFICATE OF ACKNOWLEDGEMENT**

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

The foregoing deed was subscribed, sworn to, and acknowledged before me by Linda Gorton, in her capacity as Mayor for and on behalf of the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky, on this the 29 day of October, 2024.

Mackenzie Stock  
Notary Public, Kentucky, State at Large

My Commission Expires: 11 / 20 / 2027

Notary ID# KYNP82853

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

The foregoing deed was subscribed, sworn to, and acknowledged before me by Leander Ridgeway, in his capacity as Chairman/Trustee of the Main Street Baptist Church, for and on behalf of said church, on this the 27 day of OCTOBER, 2024.

Chianna Powell  
Notary Public, Kentucky, State at Large

My Commission Expires: 5 / 9 / 27

Notary ID# KYNP71954

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

The foregoing deed was subscribed, sworn to, and acknowledged before me by Rorger W. Cornelius, in his capacity as Trustee of the Main Street Baptist Church, for and on behalf of said church, on this the 27 day of OCTOBER, 2024.

Chianna Dowell  
Notary Public, Kentucky, State at Large

My Commission Expires: 5 / 9 / 27

Notary ID# KYN71954

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

The foregoing deed was subscribed, sworn to, and acknowledged before me by Calvin Doty, in his capacity as Trustee of the Main Street Baptist Church, for and on behalf of said church, on this the 27 day of OCTOBER 2024.

Chianna Dowell  
Notary Public, Kentucky, State at Large

My Commission Expires: 5 / 9 / 27

Notary ID# KYN71954

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

The foregoing deed was subscribed, sworn to, and acknowledged before me by Donald W. Lyons, in his capacity as Trustee of the Main Street Baptist Church, for and on behalf of said church, on this the 27 day of OCTOBER, 2024.

Chiana Dawell  
Notary Public, Kentucky, State at Large

My Commission Expires: 5 / 9 / 27

Notary ID# KYN71954

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

The foregoing deed was subscribed, sworn to, and acknowledged before me by Daryl Love, in his capacity as Trustee of the Main Street Baptist Church, for and on behalf of said church, on this the 27 day of OCTOBER, 2024.

Chiana Dawell  
Notary Public, Kentucky, State at Large

My Commission Expires: 5 / 9 / 27

Notary ID# KYN71954

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

The foregoing deed was subscribed, sworn to, and acknowledged before me by Ralph E. Hill, Esq., in his capacity as Trustee of the Main Street Baptist Church, for and on behalf of said church, on this the 27 day of OCTOBER, 2024.

Chianna Dowell  
Notary Public, Kentucky, State at Large

My Commission Expires: 5 / 9 / 27

Notary ID# KYNP 71954

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

The foregoing deed was subscribed, sworn to, and acknowledged before me by Albert Johnson, in his capacity as Trustee of the Main Street Baptist Church, for and on behalf of said church, on this the 26 day of OCTOBER, 2024.

Chianna Dowell Chianna Dowell  
Notary Public, Kentucky, State at Large

My Commission Expires: 5 / 9 / 2027

Notary ID# KYNP 71954

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

The foregoing deed was subscribed, sworn to, and acknowledged before me by Cornelius Patton, in his capacity as Trustee of the Main Street Baptist Church, for and on behalf of said church, on this the 27 day of OCTOBER, 2024.

Chianna Powell  
Notary Public, Kentucky, State at Large

My Commission Expires: 5 / 9 / 27

Notary ID# KYND 71954

PREPARED BY:

David J. Barberie

DAVID J. BARBERIE,  
Acting Commissioner  
Lexington-Fayette Urban  
County Government  
Department of Law  
200 East Main Street, 11<sup>th</sup> Floor  
Lexington, Kentucky 40507  
(859) 258-3500

4861-9843-0871, v. 1

A



Vicinity Map Scale: 1" = 1500'

**ORIGIN OF BEARINGS**

THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON KENTUCKY STATE PLANE GRID NORTH, KENTUCKY STATE PLANE SINGLE ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83). PARTICULARLY, THE BEARINGS AND COORDINATES ARE BASED ON A CROSS SURVEY UTILIZING A TRIMBLE R6 CROSS RECEIVER AND THE NTCV VRS SYSTEM.

**METHOD OF SURVEY**

THIS GROUND SURVEY WAS PREPARED USING A TRIMBLE SC6000 TOTAL STATION. THE STATE PLANE COORDINATES SHOWN WERE DERIVED FROM A REAL-TIME (WA CELLULAR COMMUNICATION) OBSERVATION UTILIZING A TRIMBLE R6 CROSS RECEIVER AND THE NTCV VRS SYSTEM.

**CERTIFICATE OF ACCURACY**

THE SURVEY SHOWN HEREON WAS MADE BY ACCURATE FIELD MEASUREMENTS WITH A HORIZONTAL CLOSURE RATIO OF 1 : 39,743.

**SURVEY NOTES**

THIS PROPERTY IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, CONDITIONS, RIGHTS-OF-WAY, ETC. BOTH APPARENT AND OF RECORD.  
NO TITLE SEARCH HAS BEEN MADE IN PREPARATION OF THIS SURVEY.

**LAND SURVEYOR'S CERTIFICATION**

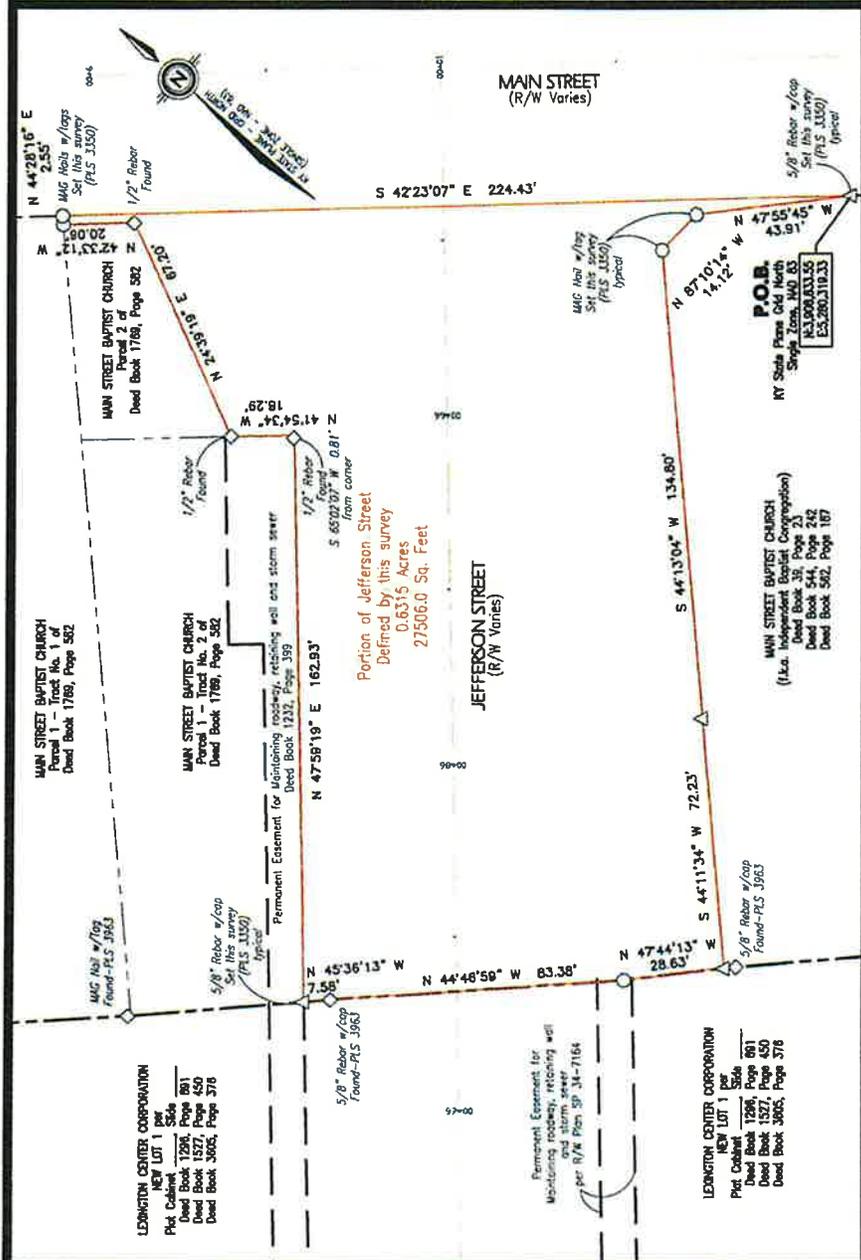
I HEREBY DO CERTIFY THAT THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECTION, AND THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE LOCATIONS SHOWN ARE TRUE AND ACCURATE. THE GROUND SURVEY UPON WHICH THIS MAP IS BASED WAS COMPLETED ON AUGUST 29, 2018. IT WAS PERFORMED IN THE MIDDLE OF THE DAY. THIS IS AN "OPEN" SURVEY IN THE STATE OF KENTUCKY. THIS PLAN REPRESENTS A BOUNDARY SURVEY AND COMPLES WITH 201 KAR 18.150.

STATE OF KENTUCKY  
**KEVIN M. PHILLIPS**  
**3350**  
 LICENSED  
 PROFESSIONAL  
 LAND SURVEYOR

KEVIN M. PHILLIPS, PLS # 3350

8/31/2018

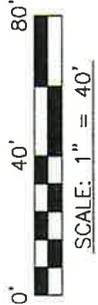
DATE:



FOUND MONUMENT AS NOTED  
 ○ MAG NAIL WITH SURVEYOR'S ID WASHER (SET, PLS 3350)  
 △ 24" LONG, 5/8" DIAMETER REBAR WITH PLASTIC SURVEYOR'S CAP (SET, PLS 3350)

**PLAT OF SURVEY**

SURVEY CONDUCTED: 8-29-2018  
 DRAWN BY: J. NAPORA  
 CHECKED BY: K. PHILLIPS  
 FILE: 4043 Jefferson Street Closure  
 JOB NUMBER: 4043



**ENDRIS**  
**engineering**  
 771 ENTERPRISE DRIVE  
 LEXINGTON, KENTUCKY 40510

LEXINGTON CENTER CORPORATION  
 NEW LOT 1 per  
 Plat Cadwell  
 Dead Book 1296, Page 801  
 Dead Book 1327, Page 450  
 Dead Book 3865, Page 378

MAIN STREET BAPTIST CHURCH  
 Parcel 1 - Tract No. 1 of  
 Deed Book 1768, Page 582

MAIN STREET BAPTIST CHURCH  
 Parcel 2 of  
 Deed Book 1768, Page 582

MAIN STREET BAPTIST CHURCH  
 (1/4 Acre, 1/2 Acre, 3/4 Acre, 1 Acre, 1 1/2 Acre, 2 Acre, 3 Acre, 4 Acre, 5 Acre, 6 Acre, 7 Acre, 8 Acre, 9 Acre, 10 Acre, 11 Acre, 12 Acre, 13 Acre, 14 Acre, 15 Acre, 16 Acre, 17 Acre, 18 Acre, 19 Acre, 20 Acre, 21 Acre, 22 Acre, 23 Acre, 24 Acre, 25 Acre, 26 Acre, 27 Acre, 28 Acre, 29 Acre, 30 Acre, 31 Acre, 32 Acre, 33 Acre, 34 Acre, 35 Acre, 36 Acre, 37 Acre, 38 Acre, 39 Acre, 40 Acre, 41 Acre, 42 Acre, 43 Acre, 44 Acre, 45 Acre, 46 Acre, 47 Acre, 48 Acre, 49 Acre, 50 Acre, 51 Acre, 52 Acre, 53 Acre, 54 Acre, 55 Acre, 56 Acre, 57 Acre, 58 Acre, 59 Acre, 60 Acre, 61 Acre, 62 Acre, 63 Acre, 64 Acre, 65 Acre, 66 Acre, 67 Acre, 68 Acre, 69 Acre, 70 Acre, 71 Acre, 72 Acre, 73 Acre, 74 Acre, 75 Acre, 76 Acre, 77 Acre, 78 Acre, 79 Acre, 80 Acre, 81 Acre, 82 Acre, 83 Acre, 84 Acre, 85 Acre, 86 Acre, 87 Acre, 88 Acre, 89 Acre, 90 Acre, 91 Acre, 92 Acre, 93 Acre, 94 Acre, 95 Acre, 96 Acre, 97 Acre, 98 Acre, 99 Acre, 100 Acre, 101 Acre, 102 Acre, 103 Acre, 104 Acre, 105 Acre, 106 Acre, 107 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**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement (the "Agreement") is made and entered into on this 30 day of June 2023, by and between Lexington-Fayette Urban County Government, an urban county government pursuant to KRS 67A (hereinafter "LFUCG") and Main Street Baptist Church, a religious organization with the main Church located at 582 West Main Street , The Sovereign Grace Chapel at 600 West Main Street, and the Braxton Building at 608 and 610 West Main Street, Lexington, Kentucky 40507 ("MSBC") (collectively, "the parties").

**W I T N E S S E T H**

WHEREAS, in the 1980s MSBC did not previously pursue options to purchase property adjacent to its property for parking (Van Deren Hardware Building and abandoned railroad tracks) because the LFUCG/LCC wanted to acquire it for use by the LCC for parking, and a commitment was made by the then Mayor that MSBC would have free of charge access as needed to the nearly 700 parking spaces that were constructed; and

WHEREAS, MSBC would have been able to acquire land for its parking if it was able to proceed with purchasing the above property; and

WHEREAS, MSBC had until the recent renovation and expansion of LCC's facilities use of these spaces on a regular basis and at no charge for more than 30 years; and

WHEREAS, the parking provided to MSBC by LFUCG through this Agreement should alleviate some of the effects on MSBC as recognized in the October 23, 2020, report to Mayor Linda Gorton from the Mayor's Commission for Racial Justice & Equity (Housing and Gentrification); and

WHEREAS, the aforesaid parking area will no longer be available due to the previous construction of a parking garage by LCC on part of the property, and the

remaining land is being leased for use as a park (Town Branch Park), and will no longer be available for parking by MSBC once that park commences construction; and

WHEREAS, MSBC requires parking spaces to remain a viable church in its current location; and

WHEREAS, LFUCG owns the remainder of the Jefferson Street Viaduct, which is located between the Church's Property, known as the Main Church Building and the Sovereign Grace Chapel & Braxton Building located at 582, 600,608, and 610 West Main Street, respectively; and

WHEREAS, the parties previously entered into a Memorandum of Understanding related to MSBC using the viaduct for temporary parking purposes; and

WHEREAS, MSBC has requested that LFUCG assist it in maximizing the number of parking spaces that could be available for it to use on a permanent basis including conveyance of ownership of the Jefferson Street Viaduct remnant property to MSBC; and

WHEREAS, the location of the temporary parking lot on the viaduct is in close proximity to the proposed Town Branch Park; and

WHEREAS, the current condition of that temporary parking lot needs improvement in order to be used permanently for parking; and

WHEREAS, the parties are desirous of entering an agreement under which additional permanent parking will be available to MSBC when needed, but will otherwise normally be available for use by the general public in accordance with hours to be posted and at the discretion of MSBC, subject to management consideration, church activities, maintenance issues, weather and environmental considerations; and

WHEREAS, LFUCG recognizes the important role that MSBC has in the community, the impact of the Town Branch Park project, and the vital role of parking for

the MSBC congregation, which has been at the current location for over 160 years, and for the general public in this area of the community; and

WHEREAS, LFUCG is willing to undertake making improvements to the viaduct remnant and surrounding area in an amount not to exceed \$1.5 million in order to maximize the available parking, alleviate traffic flow issues related to parking in that area and bring the temporary parking lot on the viaduct up to applicable standards; and

WHEREAS, once these improvements are substantially completed the parties agree that it would be mutually beneficial to permanently close the remainder of the viaduct as a public street and transfer the property to MSBC with a right of entry in favor of LFUCG (during construction) and subject to the requirement that MSBC maintain the parking lot and keep it open to the general public for the majority of the time when it is not in use by MSBC; and

WHEREAS, the parties are in agreement that the transfer of ownership and maintenance of the property with a requirement that it be available for use by the general public for parking (subject to the discretion and management of MSBC) when not in use by MSBC is in the public interest and will benefit the citizens of Lexington-Fayette County, Kentucky; and

WHEREAS, the parties agree that a ten (10) year period of time is reasonable to keep restrictions in place as that is the estimated useful life of the improvements to the property being constructed by LFUCG, after which time they shall not apply; and

**NOW, THEREFORE**, in consideration of the mutual covenants expressed herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, LFUCG and MSBC hereby covenant and agree as follows:

1. The above recitals are incorporated herein as if fully stated.

2. It is the parties' intent that within a reasonable time following LFUCG substantially completing the "Improvements" as further described in paragraph 7 of this Agreement, LFUCG shall permanently close a portion of Jefferson Street (pursuant to KRS 82.405) and transfer ownership through a quit claim deed the unused rights-of-way of certain real property situated at 582 West Main Street and 584 West Main Street (also known as the Jefferson Street Viaduct Remnant), which abuts to the remaining portion of the street, to the adjacent owner, MSBC, subject to (a) The American Rescue Act Funding provision (par. 11), (b) the restrictions, conditions, and reservations provided in this Agreement (par. 12) for a period of ten (10) years following the transfer of the property to MSBC and (c) any easements or encumbrances of record. A legal description of the property (0.6315 acres) is provided in Exhibit "A", which is attached hereto and incorporated herein by reference (the "Property").

3. It is the parties' intent that LFUCG perform the "Improvements" as further described in paragraph 4 of this Agreement to the Property as well as to certain limited portions of MSBC's property and the surrounding streets or rights-of-way with the understanding and agreement of MSBC that LFUCG shall not be obligated or required to expend more than a total of \$1.5 million on such improvements. The work is primarily being performed on the viaduct remnant and a portion of MSBC's properties located at 582, 600, 608 and 610 West Main Street. For purposes of identifying the location of the property, a preliminary, non-final conceptual plan and general map of this area is provided in Exhibit "B", which is attached hereto and incorporated herein by reference (the "Improved Property"). To the extent any additional governmental approvals are necessary LFUCG will obtain such approvals before transferring the property to MSBC.

4. LFUCG will undertake to substantially perform and complete the improvements to the Improved Property as further described in the scope of work document which is attached hereto and incorporated herein by reference as Exhibit "C" (the "Improvements"). MSBC understands and agrees that LFUCG is not obligated or required to expend more than the amount currently budgeted for this project, which is \$1.5 million and that the scope of work may be modified to meet this budget if necessary. Such work will be let as soon as feasible following the execution of this Agreement, and LFUCG will strive to complete the work on a timely basis so as to minimize the disruption to MSBC.

5. MSBC will fully cooperate with LFUCG in ensuring that the Improvements to the Improved Property are timely performed and completed. This includes, but is not necessarily limited to, providing any necessary easements and access to the Improved Property.

6. LFUCG will work in good faith with the Lexington Center Corporation ("LCC") and MSBC to ensure that MSBC is allowed to continue to utilize LCC parking for overflow purposes on a basis similar to the arrangement that currently exists today. However, MSBC understands and agrees that LCC is a separate legal entity from LFUCG that owns and controls those parking spaces and that any permanent parking agreement would need to be reached by and between those two parties.

7. MSBC understands and agrees that upon completion of performance of the requirements contained in this Agreement and the transfer of the Property to MSBC, LFUCG shall be under no obligation, whatsoever, to provide any funding for the maintenance or operation of the Improved Property, or to provide MSBC with any additional funding related to this matter.

8. The Closing of this transaction (the "Closing") shall take place within One Hundred Twenty (120) days of the substantial completion of the improvements to the Improved Property at such time and place to which the parties may agree (the "Closing Date"). LFUCG shall deliver possession of the Property to MSBC at the Closing.

a. Except as otherwise expressly provided in this Agreement, the transfer of the Property hereunder is and will be made on an "**AS IS, WHERE IS**" basis and LFUCG has not made, does not make, and specifically negates and disclaims any representations, warranties, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future of, as to, concerning or with respect to the Property or any other matter whatsoever, except LFUCG warrants that it is not aware of any environmental hazards, concerns, or conditions that have existed, or currently exist, on said Properties, nor is LFUCG aware of any latent defects in the Property.

b. MSBC is a sophisticated party who is familiar with the ownership and operation of real estate projects similar to the Property and has or will have adequate opportunity to complete all physical and financial examinations relating to the acquisition of the Property hereunder it deems necessary, and will acquire the same solely on the basis of such examinations and any title insurance protection afforded by the Owner's Policy and not on any information provided or to be provided by LFUCG, except with respect to LFUCG's specific limited representations, warranties and indemnities herein contained.

9. The parties agree that this Agreement will be recorded as an exhibit to the Quit Claim Deed. The parties agree that MSBC shall manage and maintain the parking lot including establishing and posting hours of operation and signage for the safe management of the Improved Property based on the discretion of MSBC and consistent with the terms of this Agreement.

10. MSBC understands and agrees that in order to justify the expenditure of public funds on the improvements described herein, the Improved Property must be made reasonably available for access and use by the general public the majority of the time as further described in paragraph 12 of this Agreement.

11. Given the federal funding source (American Rescue Act) of the majority of the funding, MSBC agrees that it shall not sell or otherwise dispose of or repurpose any portion of the Improved Property prior to December 31, 2026. If MSBC breaches this provision, it will be liable to LFUCG for that breach in an amount that shall not exceed the amount of \$1.5 Million or the final cost of the Improvements, whichever is greater. LFUCG further reserves the right to enforce this provision through any remedy available at law, equity, or in bankruptcy for the aforesaid duration.

12. The parties agree to the following restrictions, conditions, and reservations on the Improved Property for a period of ten (10) years after the transfer of the Property to MSBC, a period both parties have determined is reasonable, and will act consistent with them for such duration:

- a. The Improved Property shall be open and accessible for use by the general public for parking or pedestrian access for at least fifty percent (50%) of the time which will include the consideration of the factors in 12.b., below.
- b. MSBC shall establish reasonable operating hours Monday through Friday for public use that take into consideration the investment of public funds and church-related activities including meetings, funerals, choir rehearsals and weddings. MSBC will not lease parking spots (as distinguished from charging attendees on an hourly or daily basis for the right to park) during the hours it is normally open to the generally public without the written permission of LFUCG;
- c. The Improved Property shall be used by MSBC or its invitees exclusively for church-related during the hours it is normally open to the general public. Should MSBC need to use the Improved Property for church-related purposes during the posted public parking hours it will not be prohibited from doing so;
- d. Public Use of the Improved Property is generally understood to mean use by patrons of the Town Branch Park, once the park is opened, and patrons and staff of the Mary Todd Lincoln Museum. Appropriate signage will be installed by MSBC indicating that the use of the Improved Property is limited to MSBC or Town Branch Park Patrons during the posted public parking hours;
- e. MSBC shall not be prohibited from charging for parking during events at Rupp Arena, the Civic Center, Town Branch Park, or other downtown events;
- f. MSBC is not prohibited from entering into a parking agreement with Town Branch Park or its affiliates for use of the Improved Property as long as it does not result in a violation of this Agreement;
- g. MSBC shall not sell or transfer its property at 582 West Main Street or the Improved Property without the express written permission of LFUCG. In the event that a sale or transfer takes place during this time period absent such permission, MSBC agrees to pay LFUCG for the depreciated final cost of the Improvements unless waived by LFUCG or otherwise agreed to by the parties;
- h. MSBC agrees to obtain and maintain reasonable insurance coverage related to owning, operating and managing the Improved Property; and
- i. MSBC agrees to maintain the Improved Property at no cost to LFUCG.

13. The restrictions in paragraph 12, above, related to public use and land transfer shall automatically expire ten (10) years after the transfer of the Property to MSBC.

14. The parties agree that the obligations imposed upon the parties are for the benefit of the parties and that the timely fulfillment of each and every obligation in accordance with this Agreement is necessary. The failure of any party to fulfill its obligations under this Agreement or the failure of any event to occur by the date established by this Agreement shall constitute a breach of this Agreement unless the fulfillment of such obligation is waived or modified by written agreement of the parties.

15. LFUCG will transfer or assign any applicable warranties related to the construction on the Improved Property to MSBC at closing.

16. This Agreement shall be effective upon execution of the parties hereto.

17. This Agreement may be signed by each party upon a separate copy, and in such case one counterpart of this Agreement shall consist of a sufficient number of such copies to reflect the signature of each party hereto. This Agreement may be executed in three or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement or the terms and conditions hereof to produce or account for more than one of such counterparts.

18. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties. This provision shall not be construed to permit 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 all parties hereto.

19. This Agreement sets forth the entire agreement 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.

20. Time is of the essence in the performance of each of the terms and conditions of this Agreement.

21. If either party defaults hereunder, the other party shall be entitled to pursue any available legal remedy, including without limitation, the right to seek specific performance. The exercise of one or more rights or remedies by a party shall not impair that party's right to exercise any other right or remedy provided for in this Agreement or at law or in equity.

22. The parties agree that any suit, action or proceeding with respect to this Agreement may only be brought in or entered by, as the case may be, the courts of the Commonwealth of Kentucky situated in Fayette County, Kentucky.

23. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer or give to any person other than the parties hereto any right, remedy, or claim under or by reason of such Agreement or such covenant, condition, or stipulation herein contained. Nothing expressed or mentioned in or to be implied from the Agreement is intended to or shall be construed to give any person other than the

parties hereto any legal or equitable right, remedy, or claim under or in respect to this Agreement.

24. All notices, requests, demands, waivers, and other communications given as provided in this Agreement shall be in writing, and shall be addressed as follows:

If to MSBC:

Main Street Baptist Church  
Attention: Ralph Hill, Pastor  
Victor Sholar, Elder R.W.  
Cornelius, and Leander  
Ridgeway  
582 West Main Street  
Lexington, Kentucky, 40507

If to LFUCG:

Office of the Mayor  
Attention: Brandi Peacher  
Government Center  
200 East Main Street  
Lexington, Kentucky 40507

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement on the date first above written.

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

By: Linda Gorton  
LINDA GORTON MAYOR

ATTEST:  
Mackenzie Stock  
~~Abigail Allan~~ Mackenzie Stock  
Clerk of the Urban County Council

*Deputy*

**MAIN STREET BAPTIST CHURCH**

Leander Ridgeway  
LEANDER RIDGEWAY, TRUSTEE/CHAIRMAN

Calvin Doty  
CALVIN DOTY, TRUSTEE

Daryl Love  
DARYL LOVE, TRUSTEE

Albert Johnson  
ALBERT JOHNSON, TRUSTEE

Roger W. Cornelius  
RORGER W. CORNELIUS,  
TRUSTEE

D.W. Lyons  
DONALD, LYONS, TRUSTEE

Ralph E. Hill, Esq.  
RALPH E. HILL, ESQ. TRUSTEE

Cornelius Patton  
CORNELIUS PATTON, TRUSTEE

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

Subscribed, sworn to and acknowledged before me this the 28<sup>th</sup> day of June 2023, by Leander Ridgeway, Trustee/Chairman of the Main Street Baptist Church; Calvin Doty Trustee; Daryl Love Trustee; Rorger W. Cornelius (Elder Cornelius) Trustee; Donald Lyons, Trustee; Albert Johnson, Trustee and Cornelius Patton, Trustee.

Ralph E. Hill  
NOTARY PUBLIC, KY, STATE AT LARGE

My commission Expires: 01 125 12027

Notary ID # KYNG4034

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

Subscribed, sworn to and acknowledged before me this the 28 day of JUNE 2023, by Ralph E. Hill, Esq., Trustee.

Chadwell  
NOTARY PUBLIC, KY, STATE AT LARGE  
My commission Expires: 5 / 9 / 27

Notary ID # KYND 71954 .

PREPARED BY:

David J. Barberie

David J. Barberie,  
Managing Attorney  
Lexington-Fayette Urban County Government  
Department of Law  
200 East Main Street  
Lexington, Kentucky 40507  
(859) 258-3500



**Portion of Jefferson Street  
adjoining Main Street**

**Lying within the  
LFUCG Property  
(Deed Book \_\_, Page \_\_)  
Lexington, Fayette County, Kentucky**

Being a parcel of land lying at the intersection of West Main Street and Jefferson Street and being more particularly described as:

BEGINNING at a 24" long, 5/8" diameter rebar with surveyor's cap (PLS 3350) set in the intersection of the current south right-of-way of Main Street and the east right-of-way of Jefferson Street, said point having Kentucky State Plane Coordinates of N(Y):3,908,833.55, E(X):5,280,319.33 (KY Single Zone, NAD 83, US Survey Feet), said point also being a corner to Main Street Baptist Church (Deed Book 39, Page 23 - Deed Book 544, Page 242 and Deed Book 562, Page 187); thence with the right-of-way of Jefferson Street and the line of the aforementioned Main Street Baptist Church for four (4) calls;

North 47°55'45" West a distance of 43.91' to a MAG Nail with surveyor's ID tag (PLS 3350) set in the sidewalk; thence

North 87°10'14" West a distance of 14.12' to a MAG Nail with surveyor's ID tag (PLS 3350) set in a concrete wall; thence

South 44°13'04" West a distance of 134.80' to a 24" long, 5/8" diameter rebar with surveyor's cap (PLS 3350) set; thence

South 44°11'34" West a distance of 72.23' to a 24" long, 5/8" diameter rebar with surveyor's cap (PLS 3350) set in the northerly line of Lexington Center Corporation (New Lot 1-Plat Cabinet \_\_, Slide \_\_; Deed Book 1296, Page 691 - Deed Book 1527, Page 450 and Deed Book 3605, Page 376); thence with the line of Lexington Center Corporation and crossing Jefferson Street for three (3) calls:

North 47°44'13" West a distance of 28.63' to a MAG Nail with surveyor's ID tag (PLS 3350) set; thence

North 44°46'59" West a distance of 83.38' to a 5/8" diameter rebar with surveyor's cap (PLS 3963) found; thence

North 45°36'13" West a distance of 7.58' to a 24" long, 5/8" diameter rebar with surveyor's cap (PLS 3350) set in the right-of-way of Jefferson Street and being the southeast corner of Main Street Baptist Church (Deed Book 1769, Page 582); thence with the Jefferson Street right-of-way and the east line of Main Street Baptist Church for five (5) calls:

North 47°59'19" East a distance of 162.93' to a point, said point being witnessed by a 1/2" diameter rebar found South 65°02'07" West 0.81' from the point, thence from the corner point,

North 41°54'34" West a distance of 18.29' to a 1/2" diameter rebar found; thence

North 24°39'19" East a distance of 67.20' to a 1/2" diameter rebar found; thence

North 42°33'12" West a distance of 20.06' to a MAG Nail with surveyor's ID tag (PLS 3350) set in the entrance of the Main Street Baptist Church; thence

North 44°28'16" East a distance of 2.55' to a MAG Nail with surveyor's ID tag (PLS 3350) set in the south right-of-way of Main Street; thence with the right-of-way of Main Street, South 42°23'07" East a distance of 224.43' to a 24" long, 5/8" diameter rebar with surveyor's cap (PLS 3350) set; which is the Point of Beginning, having an area of 27,506.00 square feet or 0.6315 acres.

The description above being based on an actual ground survey of the property concluded on August 29, 2018, under the direct supervision of Kevin M. Phillips (PLS 3350) of Endris Engineering, 771 Enterprise Drive, Lexington, Kentucky, 40510.

The bearings and coordinates used in the description above are based on a GNSS survey to the site by Endris Engineering, PSC on August 24, 2018 and tied to the KYTC VRS (KYSPC North Zone, NAD 83).

STATE OF KENTUCKY  
KEVIN M.  
PHILLIPS  
3350  
LICENSED  
PROFESSIONAL  
LAND SURVEYOR

\_\_\_\_\_  
Kevin M. Phillips, PLS 3350  
Endris Engineering, PSC  
771 Enterprise Drive  
Lexington, KY 40510

8/31/2018  
Date

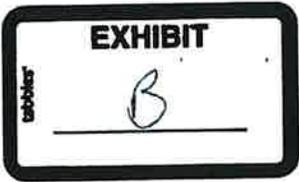
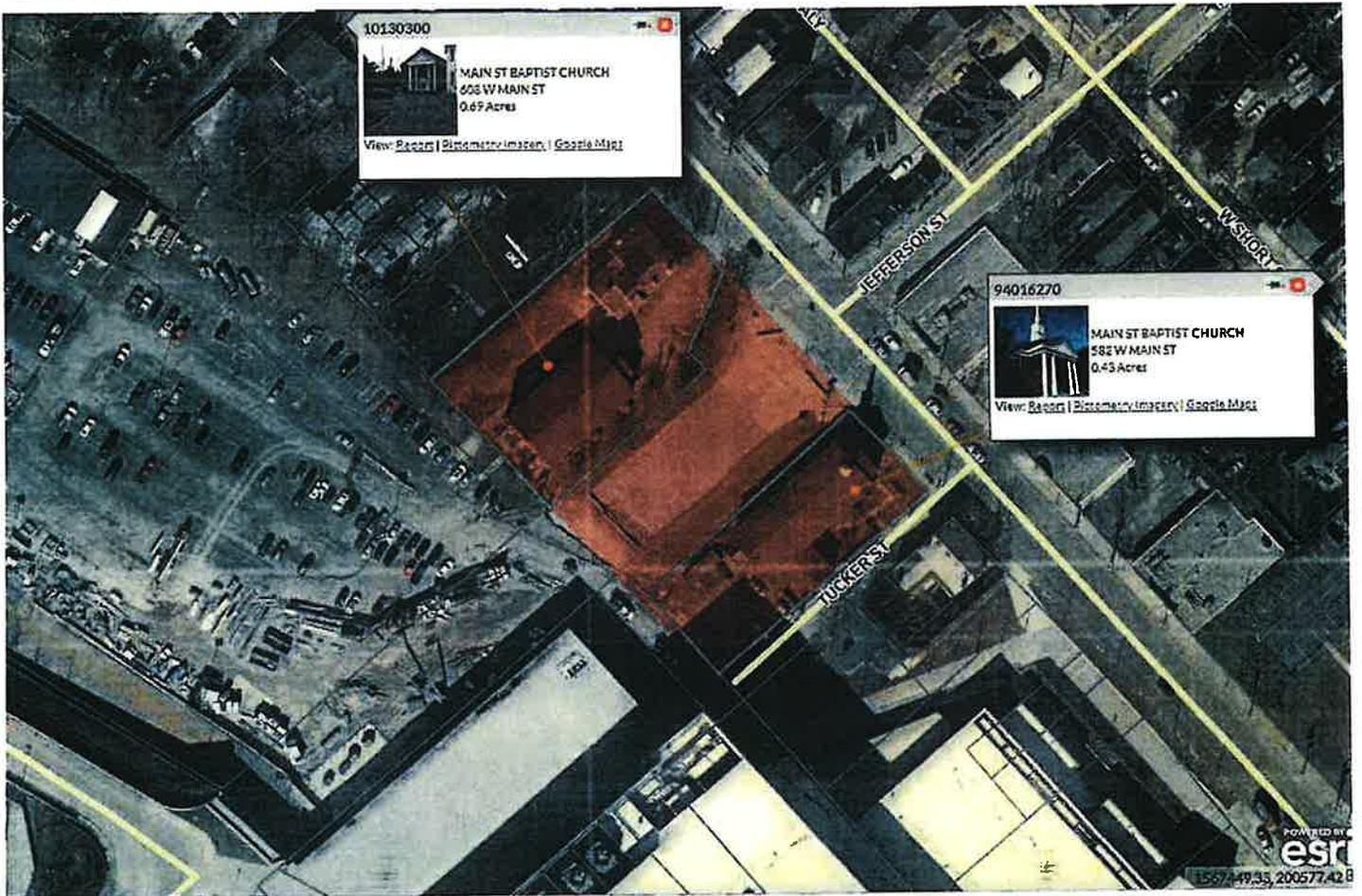


Exhibit B



Exhibit B



10130300



MAIN ST BAPTIST CHURCH  
508 W MAIN ST  
0.69 Acres

[View Record](#) | [Aerial Imagery](#) | [Google Maps](#)

94016270



MAIN ST BAPTIST CHURCH  
582 W MAIN ST  
0.43 Acres

[View Record](#) | [Aerial Imagery](#) | [Google Maps](#)

Improved Property

POWERED BY  
**esri**  
1567449.33, 200577.42 B





### "Exhibit 3 – Project Improvements"

The Main Street Baptist Church Parking and Pedestrian Improvements project generally consists of the demolition and reconstruction (with substantial regrading) of the remnant portions of the former Jefferson Street viaduct and portions of the existing parking lots and sidewalks at 608 East Main Street and 582 East Main Street to create a singular interconnected parking lot that allows vehicular access both from and to Main Street and at least egress to Tucker Street. These improvements include:

- The maximum feasible number of parking spaces (anticipated to be at least 85)
- Necessary stormwater devices and related infrastructure
- An appropriate number of handicap accessible spaces located near the two primary Main Street Baptist Church Buildings
- Sidewalks in the parking lot and connecting to the Main Street and Tucker Street rights-of-way
- A brick screen wall along Main Street to screen the parking lot from the right-of-way
- Operable gates at the two vehicular access points with the expectation that the gates may stay in an open position when the parking spaces are available for use by the general public
- Relocation of the poles serving the existing Main Street/Jefferson Street traffic signal (work to be performed separately)
- Overhead parking lot lights
- Some level of deciduous tree canopy

CMW Architects & Engineers will create and provide the Construction Documents and Specifications required to bid and build the improvements. The relocation of the traffic signal poles will be noted on the plans but the work will be performed separately outside the scope of this bid package. LFUCG will administer the Bidding and Contract Administration of the Project.

**QUITCLAIM DEED**

This **QUITCLAIM DEED** is made and entered into on this the 29 day of October, 2024, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes, whose mailing address is 200 East Main Street, Lexington, Kentucky 40507, ("Grantor"), and **MAIN STREET BAPTIST CHURCH**, a religious organization, located at 582 West Main Street, Lexington, Kentucky 40507 ("Grantee"); the Grantee's address is the in-care-of tax mailing address for the current tax year.

**WITNESSETH:**

**WHEREAS**, the Council of the Lexington-Fayette Urban County Government, by Ordinance No. 073-2023, adopted on the 29th day of June, 2023, authorized the permanent closure of a portion of Jefferson Street and transfer of the unused rights-of-way of certain real property situated at 582 West Main Street and 584 West Main Street, which abuts to the remaining portion of the Jefferson Street Viaduct, to the adjacent

owner; Pursuant to KRS 82.405, said Ordinance was duly recorded in Deed Book 4099, Page 661, in the Fayette County Clerk's Office; and

**WHEREAS**, said Ordinance further authorized and directed the Mayor to execute a quitclaim deed for said unused rights-of-way to the Grantee as owner of the abutting property;

**NOW, THEREFORE**, for and in consideration of the sum of **ONE DOLLAR AND 00/100 (\$1.00)**, and for other good and valuable consideration, the receipt of all of which is hereby acknowledged, Grantor does hereby **REMISE, RELEASE**, and forever **QUITCLAIM** unto the Grantee, all of its right, title, and interest in and to the former rights-of-way permanently closed by the Ordinance identified above, located in the City of Lexington, Fayette County, Kentucky, and being described as follows:

**A PORTION OF JEFFERSON STREET**  
**ADJOINING MAIN STREET**

**Lying within the**  
**LFUCG Property**  
**(Deed Book 3627, Page 219)**  
**Lexington, Fayette County, Kentucky**

Being a parcel of land lying at the intersection of West Main Street and Jefferson Street and being more particularly described as:

**BEGINNING**, at a 24" long, 5/8" diameter rebar with surveyor's cap (PLS 3350) found in the intersection of the current south right-of-way of Main Street and the east right-of-way of Jefferson Street, said point having Kentucky State Plane Coordinates of N(Y):3,908,833.55, E(X):5,280,319.33 (KY Single Zone, NAD 83, US Survey Feet), said point also being a corner to Main Street Baptist Church (Deed Book 39, Page 23 -Deed Book 544, Page 242 and Deed Book 562, Page 187); thence with the right-of-way of Jefferson Street and the line of the aforementioned Main Street Baptist Church for four (4) calls:

- 1) North 47°55'45" West a distance of 43.91' to a MAG Nail with surveyor's ID tag (PLS 3350) found in the sidewalk; thence

- 2) North 87°10'14" West a distance of 14.12' to a MAG Nail with surveyor's ID tag (PLS 3350) set in a concrete wall; thence
- 3) South 44°13'04" West a distance of 134.80' to a 24" long, 5/8" diameter rebar with surveyor's cap (PLS 3350) set; thence
- 4) South 44°11'34" West a distance of 72.23' to a 24" long, 5/8" diameter rebar with surveyor's cap (PLS 3350) set in the northerly line of Lexington Center Corporation (New Lot 1-Plat Cabinet S, Slide 408; Deed Book 1296, Page 691, Deed Book 1527, Page 450 and Deed Book 3605, Page 376);

Thence with the line of Lexington Center Corporation and crossing Jefferson Street for three (3) calls:

- 1) North 47°44'13" West a distance of 28.63' to a MAG Nail with surveyor's ID tag (PLS 3350) set; thence
- 2) North 44°46'59" West a distance of 83.38' to a 5/8" diameter rebar with surveyor's cap (PLS 3963) found; thence
- 3) North 45°36'13" West a distance of 7.58' to a 24" long, 5/8" diameter rebar with surveyor's cap (PLS 3350) set in the right-of-way of Jefferson Street and being the southeast corner of Main Street Baptist Church (Deed Book 1769, Page 582);

Thence with the Jefferson Street right-of-way and the east line of Main Street Baptist Church for five (5) calls:

- 1) North 47°59'19" East a distance of 162.93' to a point, said point being witnessed by a 1/2" diameter rebar found South 65°02'07" West 0.81' from the point, thence from the corner point,
- 2) North 41°54'34" West a distance of 18.29' to a 1/2" diameter rebar found; thence
- 3) North 24°39'19" East a distance of 67.20' to a 1/2" diameter rebar found; thence
- 4) North 42°33'12" West a distance of 20.06' to a MAG Nail with surveyor's ID

tag (PLS 3350) found in the entrance of the Main Street Baptist Church; thence  
5) North 44°28'16" East a distance of 2.55' to a MAG Nail with surveyor's ID tag (PLS 3350) found in the south right-of-way of Main Street;

Thence with the right-of-way of Main Street, South 42°23'07" East a distance of 224.43' to a 24" long, 5/8" diameter rebar with surveyor's cap (PLS 3350) found; which is the POINT OF BEGINNING, having an area of 27,506.00 square feet or 0.6315 acres; and,

**IT IS AGREED AND UNDERSTOOD** that the former right-of-way transferred to the adjacent owner is subject to the reservation of easements and restrictions of record, as well as those shown on the attached Exhibit "A".

**FURTHER**, this conveyance is made subject to the conditions contained in the Memorandum of Agreement, which is shown on the attached Exhibit "B".

**TO HAVE AND TO HOLD** the same unto the Grantee, its successors or assigns, forever. This instrument is exempt from the requirements for a Consideration Certificate by KRS 382.135(2)(c) and real estate transfer tax pursuant to KRS 142.050(8)(b).

**IN TESTIMONY WHEREOF**, Grantor and Grantee causes this instrument to be executed by its duly authorized officer on this the day and year first above written.

GRANTOR:

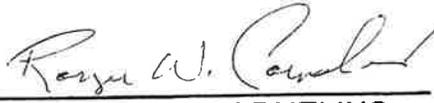
**LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT**

BY:   
LINDA GORTON  
MAYOR

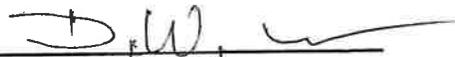
GRANTEE:

**MAIN STREET BAPTIST CHURCH**

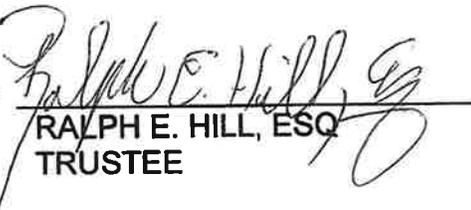
BY:   
LEANDER RIDEWAY  
TRUSTEE/CHAIRMAN

BY:   
RORGER W. CORNELIUS  
TRUSTEE

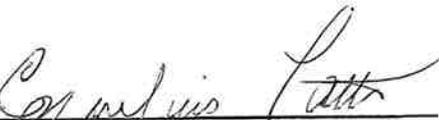
BY:   
CALVIN DOTY  
TRUSTEE

BY:   
DONALD W. LYONS  
TRUSTEE

BY:   
DARYL LOVE  
TRUSTEE

BY:   
RALPH E. HILL, ESQ  
TRUSTEE

BY:   
ALBERT JOHNSON  
TRUSTEE

BY:   
CORNELIUS PATTON  
TRUSTEE

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COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

The foregoing deed was subscribed, sworn to, and acknowledged before me by Rorger W. Cornelius, in his capacity as Trustee of the Main Street Baptist Church, for and on behalf of said church, on this the 27 day of OCTOBER, 2024.

Chianna Dowell  
Notary Public, Kentucky, State at Large

My Commission Expires: 5 / 9 / 27

Notary ID# KYN71954

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

The foregoing deed was subscribed, sworn to, and acknowledged before me by Calvin Doty, in his capacity as Trustee of the Main Street Baptist Church, for and on behalf of said church, on this the 27 day of OCTOBER, 2024.

Chianna Dowell  
Notary Public, Kentucky, State at Large

My Commission Expires: 5 / 9 / 27

Notary ID# KYN71954

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

The foregoing deed was subscribed, sworn to, and acknowledged before me by Donald W. Lyons, in his capacity as Trustee of the Main Street Baptist Church, for and on behalf of said church, on this the 27 day of OCTOBER, 2024.

Chiana Dowell  
Notary Public, Kentucky, State at Large

My Commission Expires: 5 / 9 / 27

Notary ID# KYN71954

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

The foregoing deed was subscribed, sworn to, and acknowledged before me by Daryl Love, in his capacity as Trustee of the Main Street Baptist Church, for and on behalf of said church, on this the 27 day of OCTOBER, 2024.

Chiana Dowell  
Notary Public, Kentucky, State at Large

My Commission Expires: 5 / 9 / 27

Notary ID# KYN71954

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

The foregoing deed was subscribed, sworn to, and acknowledged before me by Ralph E. Hill, Esq., in his capacity as Trustee of the Main Street Baptist Church, for and on behalf of said church, on this the 27 day of OCTOBER, 2024.

Chianna Dowell  
Notary Public, Kentucky, State at Large

My Commission Expires: 5 / 9 / 27

Notary ID# KYNP 71954

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

The foregoing deed was subscribed, sworn to, and acknowledged before me by Albert Johnson, in his capacity as Trustee of the Main Street Baptist Church, for and on behalf of said church, on this the 26 day of OCTOBER, 2024.

Chianna Dowell Chianna Dowell  
Notary Public, Kentucky, State at Large

My Commission Expires: 5 / 9 / 2027

Notary ID# KYNP 71954



**QUITCLAIM DEED**

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**ADJOINING MAIN STREET**

Lying within the  
LFUCG Property  
(Deed Book 3627, Page 219)  
Lexington, Fayette County, Kentucky

Being a parcel of land lying at the intersection of West Main Street and Jefferson Street and being more particularly described as:

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- 2) North 87°10'14" West a distance of 14.12' to a MAG Nail with surveyor's ID tag (PLS 3350) set in a concrete wall; thence
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**IN TESTIMONY WHEREOF**, Grantor and Grantee causes this instrument to be executed by its duly authorized officer on this the day and year first above written.

GRANTOR:

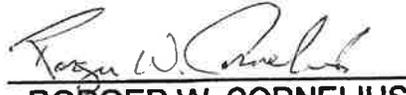
**LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT**

BY:   
LINDA GORTON  
MAYOR

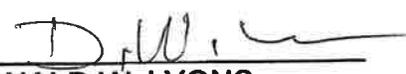
GRANTEE:

**MAIN STREET BAPTIST CHURCH**

BY:   
LEANDER RIDEWAY  
TRUSTEE/CHAIRMAN

BY:   
ROGER W. CORNELIUS  
TRUSTEE

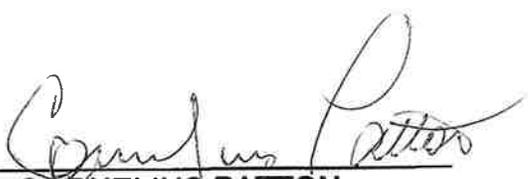
BY:   
CALVIN DOTY  
TRUSTEE

BY:   
DONALD W. LYONS  
TRUSTEE

BY:   
DARYL LOVE  
TRUSTEE

BY:   
RALPH E. HILL, ESQ  
TRUSTEE

BY:   
ALBERT JOHNSON  
TRUSTEE

BY:   
CORNELIUS PATTON  
TRUSTEE

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COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

The foregoing deed was subscribed, sworn to, and acknowledged before me by Rorger W. Cornelius, in his capacity as Trustee of the Main Street Baptist Church, for and on behalf of said church, on this the 27 day of OCTOBER, 2024.

Chianna Powell  
Notary Public, Kentucky, State at Large

My Commission Expires: 5 / 9 / 27

Notary ID# KYNP 71954

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

The foregoing deed was subscribed, sworn to, and acknowledged before me by Calvin Doty, in his capacity as Trustee of the Main Street Baptist Church, for and on behalf of said church, on this the 27 day of OCTOBER, 2024.

Chianna Powell  
Notary Public, Kentucky, State at Large

My Commission Expires: 5 / 9 / 27

Notary ID# KYNP 71954

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

The foregoing deed was subscribed, sworn to, and acknowledged before me by Donald W. Lyons, in his capacity as Trustee of the Main Street Baptist Church, for and on behalf of said church, on this the 27 day of OCTOBER, 2024.

Chianna Dowell  
Notary Public, Kentucky, State at Large

My Commission Expires: 5 / 9 / 27

Notary ID# KYNP71954

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

The foregoing deed was subscribed, sworn to, and acknowledged before me by Daryl Love, in his capacity as Trustee of the Main Street Baptist Church, for and on behalf of said church, on this the 27 day of OCTOBER, 2024.

Chianna Dowell  
Notary Public, Kentucky, State at Large

My Commission Expires: 5 / 9 / 27

Notary ID# KYNP71954

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

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Chianna Dowell  
Notary Public, Kentucky, State at Large

My Commission Expires: 5 / 9 / 27

Notary ID# KYNP 71954

COMMONWEALTH OF KENTUCKY )  
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COUNTY OF FAYETTE )

The foregoing deed was subscribed, sworn to, and acknowledged before me by Albert Johnson, in his capacity as Trustee of the Main Street Baptist Church, for and on behalf of said church, on this the 26 day of OCTOBER, 2024.

Chianna Dowell Chianna Dowell  
Notary Public, Kentucky, State at Large

My Commission Expires: 5 / 9 / 2027

Notary ID# KYNP 71954



**FIRST-TIME HOMEBUYERS PROGRAM AGREEMENT BETWEEN  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
AND  
LEXINGTON HABITAT FOR HUMANITY**

**THIS AGREEMENT**, made and entered into on this 6<sup>th</sup> day of Nov 2024, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "GOVERNMENT"), and **LEXINGTON HABITAT FOR HUMANITY, INC.**, a Kentucky non-profit corporation pursuant to KRS Chapter 273, and whose mailing address is 700 East Loudon Avenue, Lexington, Kentucky 40505 (hereinafter referred to as "SUBRECIPIENT".)

**RECITALS**

**WHEREAS**, the GOVERNMENT, in accordance with the regulations codified at 24 CFR 92.102 - 92.104 for the HOME Investment Partnership Program, has been designated a PARTICIPATING JURISDICTION by the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD");

**WHEREAS**, the GOVERNMENT has been awarded federal funds from HUD's HOME Investment Partnerships Program (CFDA # 14.239) pursuant to which HUD has agreed to make a grant to the Government under Federal Award Number M-24-MC-21-0201 awarded September 10, 2024;

**WHEREAS**, the GOVERNMENT'S 2024 Consolidated Plan provides for the allocation of \$90,000 in funds to the SUBRECIPIENT, Lexington Habitat for Humanity, Inc., with Unique Entity Identifier XANDSH7SEF14 for down-payment assistance for Lexington Habitat for Humanity's First-Time Homebuyer's Program for low-income families;

**WHEREAS**, the GOVERNMENT is responsible for ensuring that HOME funds are used in accordance with all program requirements; and,

**WHEREAS**, federal regulations require the PARTICIPATING JURISDICTION to enter into a written agreement with a SUBRECIPIENT ensuring compliance with all applicable federal regulations.

**WHEREAS**, the SUBRECIPIENT has established a program to assist low-income families to become homeowners.

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

**ARTICLE I**

**A. Use of HOME Funds**

1. The SUBRECIPIENT agrees to implement a First-Time Homebuyers Program in accordance with the HOME Investment Partnerships Program regulations as stated in 24 CFR Part 92, and in accordance with the guidelines adopted and approved by the GOVERNMENT, which are incorporated herein as Exhibit A, HOME First-Time Homebuyer Assistance Guidelines, dated July 1, 2024, except as otherwise specified in this agreement and the Program Design adopted and approved by the Government, which is incorporated herein as Exhibit B, Lexington Habitat for Humanity Board Approved Policies, effective May 28, 2024.
2. SUBRECIPIENT agrees to provide homebuyer down payment assistance to at least 3 households with these funds.
3. SUBRECIPIENT is prohibited from charging servicing, origination, processing, inspection, or other fees for the costs of administering a HOME program, except as permitted by § 92.214(b)(1).

**B. *Duration of the Agreement***

The terms of the Agreement shall expire on December 31, 2026.

**C. *Request for Disbursements of Funds***

1. The SUBRECIPIENT may not request disbursement of funds until the funds are needed for payment of eligible costs (i.e., down payment assistance). The SUBRECIPIENT agrees that it will submit the information as requested in Exhibit C, HOME Program Loan Approval Form, for the GOVERNMENT to approve a client file for HOME participation, at least 15 business days prior to date of closing. The GOVERNMENT retains the right to amend the form as needed with a 5-day notice. If additional clarifications or additional information is needed to approve the file, the approval will be delayed.
2. The amount of the request of HOME funds will be limited to the amount needed and must be reduced by the amount of any Program Income on hand.

**D. *Program Income***

The SUBRECIPIENT agrees to return all Program Income received within 10 days of receipt.

**E. *Maximum Per Unit Subsidy***

For eligible first-time home buyers below 80% of median income, the maximum home purchase subsidy may be \$20,000 for 1 person households, \$25,000 for households of 2 and \$30,000 for households of 3 or more if needed. The HOME subsidy may be used to fund acquisition costs up to 106% of fair market value to include eligible closing costs. The minimum HOME subsidy cannot be less than \$1,000. All incomes shall be verified within six months of closing. The SUBRECIPIENT shall fully document the need for the subsidy.

**F. *Period of Affordability***

SUBRECIPIENT agrees that all housing assisted under the terms of this agreement will meet the affordability requirements in accordance with 24 CFR Part 92.254. The period of affordability shall be a minimum of ten years.

**G. *Determination of Income***

1. HOME Investment Partnerships Program regulations mandate that all HOME funds expended by a PARTICIPATING JURISDICTION must be invested in housing for low-income families, as defined at 24 CFR 92.2. Generally, this means families with incomes of 80 percent or less of the area median, as adjusted for family size.
2. SUBRECIPIENT agrees to determine the anticipated annual income of all adults in using the Part 5 definition of annual income as defined in 24 CFR 5.609.

**H. *Records, Retentions and Reports***

1. The SUBRECIPIENT shall maintain all records required by the federal regulations specified in 24 CFR Part 92.508 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to the original HOME client files, counseling files, post-closing files, and servicing files.
2. The records must be available for review and maintained for a minimum of five years after the period of affordability has ended and be available when requested in advance by the GOVERNMENT, HUD, Comptroller General, and any of their duly authorized representatives.
3. SUBRECIPIENT agrees to report on an annual basis by July 30 of each calendar year, an Equal Employment Report and an Unserved Report, as incorporated in Exhibit D to this Agreement.
4. SUBRECIPIENT agrees to provide any additional reports as may be required by the GOVERNMENT.

**I. *Reversion of Assets***

If applicable, the SUBRECIPIENT shall transfer to the PARTICIPATING JURISDICTION any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds upon expiration of the agreement.

**J. *Additional Provisions***

1. SUBRECIPIENT shall be responsible (in the manner and to the extent permitted by law) for all lawfully proven claims, losses, actions, and expenses (including legal expenses), including claims against the GOVERNMENT, arising from the performance of SUBRECIPIENT of the terms of this agreement in accordance with the requirements of the HOME Investment Partnerships Program but excepting any such claims, losses, causes of action and expenses arising as a result of fault on the part of the GOVERNMENT, its

officers, agents and employees. SUBRECIPIENT is not responsible for negligent acts of the GOVERNMENT, its officers, agents, and employees.

2. SUBRECIPIENT shall insure that all potential recipients of HOME first-time homebuyer funds receive homeownership counseling, and a minimum of one-year post-purchase counseling.
3. As stated in Section 92.254(a)(2)(iii) of the Final Rule published on July 24, 2013, HUD issues annual homeownership value limits for HOME PARTICIPATING JURISDICTIONS. Effective September 1, 2024, the SUBRECIPIENT shall insure that the maximum fair market value for a new unit does not exceed \$320,000 and the maximum fair market value of an existing unit shall not exceed \$252,000 for FY24. This limit remains in effect until HUD issues a new limit.

## **ARTICLE II: Other Program Requirements**

- A. **Discrimination:** Under any program funded in whole or in part with HOME funds, SUBRECIPIENT shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the grounds of race, color, national origin, religion, or sex.
- B. **Fair Housing and Equal Opportunity:** SUBRECIPIENT agrees to comply with the requirements of the *Fair Housing Act* (42 U.S.C. 3601-3620) and implementing regulations at 24 CFR Part 100-115; *Equal Opportunity in Housing* (Executive Order 11063, as amended by Executive Order 12259) (3 CFR, 1958-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) and implementing regulations at 24 CFR Part 107; *Title VI of the Civil Rights Act of 1964*, as Amended (42 U.S.C. 2000d et seq) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR part 1; and *Age Discrimination Act of 1975*, as Amended (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146.
- C. **Handicap Accessibility:** SUBRECIPIENT agrees to comply with the requirements of the Americans with Disabilities Act (42 U.S.C. 12131: 47 U.S.C. 155, 201, 218, and 225); the requirements of *Section 504 of the Rehabilitation Act of 1973* (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.
- D. **Employment and Equal Opportunity:** SUBRECIPIENT agrees to comply with the requirements of *Equal Employment Opportunity, Executive Order 11246 as amended* (3 CFR 1964-65, Comp., p. 339) (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR chapter 60; and the requirements of *section 3 of the Housing and Urban Development Act of 1968* (12 U.S.C. 1701u).
- E. **Affirmative Marketing:** As it may be applicable, SUBRECIPIENT agrees to comply with the *Affirmative Marketing Plan* as adopted by the GOVERNMENT and as approved by HUD. The Affirmative Marketing Plan located in the consolidated plan/annual action plan.
- F. **Minority/Women-Owned Businesses:** To the maximum extent possible, SUBRECIPIENT agrees to afford minority- and women-owned business enterprises the

opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians.

- G. **Lead-Based Paint:** SUBRECIPIENT agrees to comply with HUD Regulations governing Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, M and R of this title for all housing assisted with HOME funds. The SUBRECIPIENT agrees to provide the GOVERNMENT with copies of lead-based paint tests, risk assessments, plans for corrections, proof of contractors' certifications of lead-based paint safe work practices training, and clearance tests for all pre-1978 houses being rehabilitated.
- H. **Environmental Review:** The SUBRECIPIENT agrees to provide property addresses to the Government prior to commitment of HOME funds for purposes of completing environmental review requirements under 24 CFR Part 58.
- I. **Uniform Relocation Act:** The SUBRECIPIENT agrees to comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4201-4655) and 49 CFR part 24. Upon request, the SUBRECIPIENT agrees to provide documentation to the GOVERNMENT of previous occupancy of the property to include names of occupants, dates of occupancy, and circumstances of vacancy.
- J. **Conflict of Interest:** The SUBRECIPIENT agrees to comply with the Conflict-of-Interest rules as identified in 24CFR 85.36 and 24 CFR 84.42, regarding written standards governing the performance of their employees engaged in awarding and administering contracts.
- K. **Accounting Standards and Cost Principles:** The SUBRECIPIENT agrees to comply with 2 CFR 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred. Additionally, the SUBRECIPIENT shall administer its program in conformance with 2 CFR 200. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

### ARTICLE III

- A. The GOVERNMENT agrees to reserve \$90,000 of its HOME funds allocation for use by eligible clients of SUBRECIPIENT in the implementation of a First-Time Homeownership Program.
- B. The GOVERNMENT agrees to monitor the performance of SUBRECIPIENT to assure compliance with all applicable federal regulations; however, monitoring does not relieve SUBRECIPIENT of primary responsibility for compliance.
- C. The GOVERNMENT agrees to prepare and submit any and all required reports to HUD.

- D. The GOVERNMENT agrees to assist SUBRECIPIENT staff in interpreting HOME regulations, resolving eligibility and contract problems, and the inspection of properties to be purchased by prospective clients, to insure those homes meet local housing codes.
- E. The GOVERNMENT agrees to fund approved first-time homebuyers in the form of repayable and non-repayable loans as described in the HOME First-Time Homebuyer Assistance Guidelines, dated July 1, 2024. The Government will prepare and close all HOME loans for the SUBRECIPIENT. The HOME funds must be available at the closing.

#### **ARTICLE IV**

- A. No right, benefit, or advantage inuring to SUBRECIPIENT, and no burden imposed on SUBRECIPIENT hereunder may be assigned or otherwise transferred without the prior written approval of the GOVERNMENT.
- B. This agreement or any part hereof, may be amended from time to time hereafter only in writing executed by the GOVERNMENT and SUBRECIPIENT.
- C. This agreement, in accordance with 24 CFR 85.43 can be terminated if the SUBRECIPIENT fails to comply with any term of the agreement. This agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by the PARTICIPATING JURISDICTION.
- D. The failure to perform or comply with any of the covenants, warranties, terms or conditions as set forth in this agreement shall constitute events of breach and default entitling the GOVERNMENT to take all action set out in this agreement or as otherwise allowed by law, including an action for specific performance.
- E. All notices hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, return receipt requested, or emailed to the parties at their respective addresses as first set out herein.

[INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

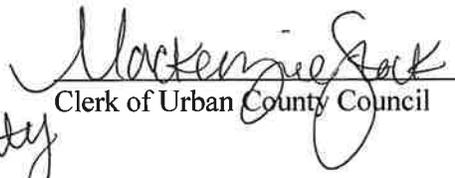
IN WITNESS WHEREOF, the parties have executed this Contract at Lexington, Kentucky, the day and year first above written.

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

BY:   
Linda Gorton, Mayor

DATE: 11/6/24

**ATTEST:**

  
Clerk of Urban County Council

*Deputy*

**LEXINGTON HABITAT FOR HUMANITY, INC.**

BY:   
Darryl Neher, Chief Executive Officer

DATE: November 1, 2024

