

**AGREEMENT BETWEEN
PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND
FAYETTE COUNTY, KY ("CUSTOMER")**

1. This order form ("Order Form"), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Delivered Content Terms and Conditions of Use
- Online Services General Terms and Conditions
- Software License Agreement

Section C: Non-Standard Terms and Conditions

Appendix I: Photogrammetric Product Specifications

Map(s)

(all of which, collectively, constitute this "Agreement") set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Section C: Non-Standard Terms and Conditions; Appendix I: Photogrammetric Product Specifications; Section A: Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading 'Section B: License Terms'; and Order Form.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS
200 East Main Street
Lexington, KY 40507
Attn: Phillip Stiefel
Phone: (859) 367-4912

PICTOMETRY NOTICE ADDRESS
25 Methodist Hill Drive
Rochester, New York 14623
Attn: General Counsel
Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.


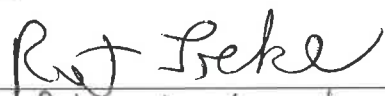
4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.
7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be

unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

9. Except with respect to Customer’s payment obligations for services delivered, reports delivered or any ongoing subscription payment obligation, each party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A “Force Majeure Event” means an event or occurrence beyond the control of the nonperforming party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.
10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the “Effective Date.”

PARTIES:

CUSTOMER	PICTOMETRY
FAYETTE COUNTY, KY	PICTOMETRY INTERNATIONAL CORP.
	a Delaware corporation
SIGNATURE: 	SIGNATURE: 
NAME: Linda Gorton	NAME: Robert Locke
TITLE: Mayor	TITLE: President
DATE: 10/1/2021	EXECUTION DATE: 9/16/2021
	DATE OF RECEIPT (EFFECTIVE DATE):

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
 25 Methodist Hill Drive
 Rochester, New York 14623

ORDER #
C23096825

BILL TO
Fayette County, KY
Phillip Stiefel,
200 East Main Street
Lexington, KY 40507
(859) 367-4912
pstiefel@lexingtonky.gov

SHIP TO
Fayette County, KY
Phillip Stiefel,
200 East Main Street
Lexington, KY 40507
(859) 367-4912
pstiefel@lexingtonky.gov

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A118032	JBlal	Biennial

FIRST PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT¹
322	Reveal Essentials+ Property	Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: <i>Leaf:</i> Leaf Off: Less than 30% leaf cover	\$ 400.00	\$ 324.00 (19% - Long Term Incentive Discount)	\$ 104,328.00
2	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement Product Parameters: <i>Admin User Name:</i> Phillip Stiefel <i>Admin User Email:</i> pstiefel@lexingtonky.gov	\$ 2,200.00	\$ 1,650.00 (25%)	\$ 3,300.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$ 0.00		\$ 0.00
1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means.	\$ 10,000.00	\$ 0.00 (100%)	\$ 0.00

		This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions			
1	Oblique Imagery Bundle w/Two(2) Yrs of EFS Maint & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$ 0.00		\$ 0.00
SUBTOTAL					\$107,628.00

SECOND PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT ¹
322	Reveal Essentials+ Property	Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions, Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: <i>Leaf:</i> Leaf Off: Less than 30% leaf cover	\$ 400.00	\$ 324.00 (19% - Long Term Incentive Discount)	\$ 104,328.00
2	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions;Software License Agreement Product Parameters: <i>Admin User Name:</i> Phillip Stiefel <i>Admin User Email:</i> pstiefel@lexingtonky.gov	\$ 2,200.00	\$ 1,650.00 (25%)	\$ 3,300.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$ 0.00		\$ 0.00
1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT	\$ 10,000.00	\$ 0.00 (100%)	\$ 0.00

		account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions			
1	Oblique Imagery Bundle w/Two(2) Yrs of EFS Maint & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$ 0.00		\$ 0.00
SUBTOTAL					\$107,628.00

THIRD PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT¹
322	Reveal Essentials+ Property	Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: <i>Leaf:</i> Leaf Off: Less than 30% leaf cover	\$ 400.00	\$ 324.00 (19% - Long Term Incentive Discount)	\$ 104,328.00
2	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement Product Parameters: <i>Admin User Name:</i> Phillip Stiefel <i>Admin User Email:</i> pstiefel@lexingtonky.gov	\$ 2,200.00	\$ 1,650.00 (25%)	\$ 3,300.00
1	Pictometry Connect - Early Access	Pictometry Connect - Early Access provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$ 10,000.00	\$ 0.00 (100%)	\$ 0.00

1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$ 0.00		\$ 0.00
1	Oblique Imagery Bundle w/Two(2) Yrs of EFS Maint & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$ 0.00		\$ 0.00
SUBTOTAL					\$107,628.00

Thank you for choosing Pictometry as your service provider.	TOTAL	\$ 322,884.00
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¹Amount per product = ((1-Discount %) * Qty * List Price)

STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

Geofences:

FIRST PROJECT

For the Pictometry Connect - CA - 50 product(s) in this project, the following geofences apply:
KY Fayette (Primary)

SECOND PROJECT

For the Pictometry Connect - CA - 50 product(s) in this project, the following geofences apply:
KY Fayette (Primary)

THIRD PROJECT

For the Pictometry Connect - CA - 50 product(s) in this project, the following geofences apply:
KY Fayette (Primary)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

FIRST PROJECT

Due at Signing	\$13,453.50
Due at Initial Shipment of Imagery	\$40,360.50
Due at First Anniversary of Shipment of Imagery	\$53,814.00
Total Payments	\$107,628.00

SECOND PROJECT

Due at Initial Shipment of Imagery	\$53,814.00
Due at First Anniversary of Shipment of Imagery	\$53,814.00
Total Payments	\$107,628.00

THIRD PROJECT

Due at Initial Shipment of Imagery	\$53,814.00
Due at First Anniversary of Shipment of Imagery	\$53,814.00
Total Payments	\$107,628.00

RapidAccess—Disaster Response Program (“DRP”)

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

- A. Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:
- Hurricane:** areas affected by hurricanes of Category 2 and higher.
 - Tornado:** areas affected by tornados rated EF4 and higher.
 - Terrorist:** areas affected by damage from terrorist attack.
 - Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
 - Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.
- B. Discounted Rate** – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.
- C. Online Services – Use of Pictometry Connect Explorer™** – Pictometry’s DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

SECTION B

LICENSE TERMS

PICTOMETRY DELIVERED CONTENT TERMS AND CONDITIONS OF USE

These Pictometry Delivered Content Terms and Conditions of Use (the "Delivered Content Terms and Conditions"), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

1. DEFINITIONS

- 1.1 "Authorized Subdivision" means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.
- 1.2 "Authorized System" means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.
- 1.3 "Authorized User" means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.
- 1.4 "Delivered Content" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.
- 1.5 "Project Participant" means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
 - (a) install the Delivered Content on Authorized Systems;
 - (b) permit access and use of the Delivered Content through Authorized Systems by:
 - (i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
 - (ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
 - (iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
- 2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.
- 2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.
- 2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.
- 2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.
- 2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

3. OBLIGATIONS OF CUSTOMER

- 3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.
- 3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.
- 3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.
- 3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.
- 3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants' planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

4. LICENSE DURATION; EFFECT OF TERMINATION

- 4.1 **Term.** The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry's right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.
- 4.2 **Effect of Termination.** Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

5. TRADEMARKS; CONFIDENTIALITY

- 5.1 **Use of Pictometry's Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any copies

of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.

- 5.2 Confidentiality of Delivered Content.** The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

- 6.1 Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.
- 6.2 Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.
- 6.3 Limitation of Liability.** With respect to any other claims that you may have or assert against Pictometry on any matter relating to the Delivered Content, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry in payment for Delivered Content during the immediately preceding twenty-four (24) month period.

7. MISCELLANEOUS PROVISIONS

- 7.1 Restricted Rights.** Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.
- 7.2 Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

SECTION B

LICENSE TERMS

PICTOMETRY ONLINE SERVICES GENERAL TERMS AND CONDITIONS

These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 1.1 You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.
- 1.2 You may not make the Online Services available to any other party.
- 1.3 You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.
- 1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.
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- 6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.
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- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.
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SECTION B

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A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.

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SECTION C

NON-STANDARD TERMS AND CONDITIONS

1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.
2. Applicable Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the Commonwealth of Kentucky, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the Commonwealth of Kentucky in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.
3. Non-appropriation of Funds. Notwithstanding anything herein to the contrary, in the event that the funds due for subsequent projects and related deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:
 - a. Customer shall provide Pictometry with written documentation of non-appropriation of funds from its funding source prior to commencement of a subsequent project;
 - b. This Agreement shall remain in full force and effect, however commencement of the subsequent project shall be deemed postponed until such time as funds for the subsequent project have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, Pictometry reserves the right to terminate any and all obligations with respect to the postponed project and all subsequent projects included in this Agreement; and
 - c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in Section A, is in possession of licensed products for which Pictometry has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to Pictometry.

[END OF NON-STANDARD TERMS AND CONDITIONS]

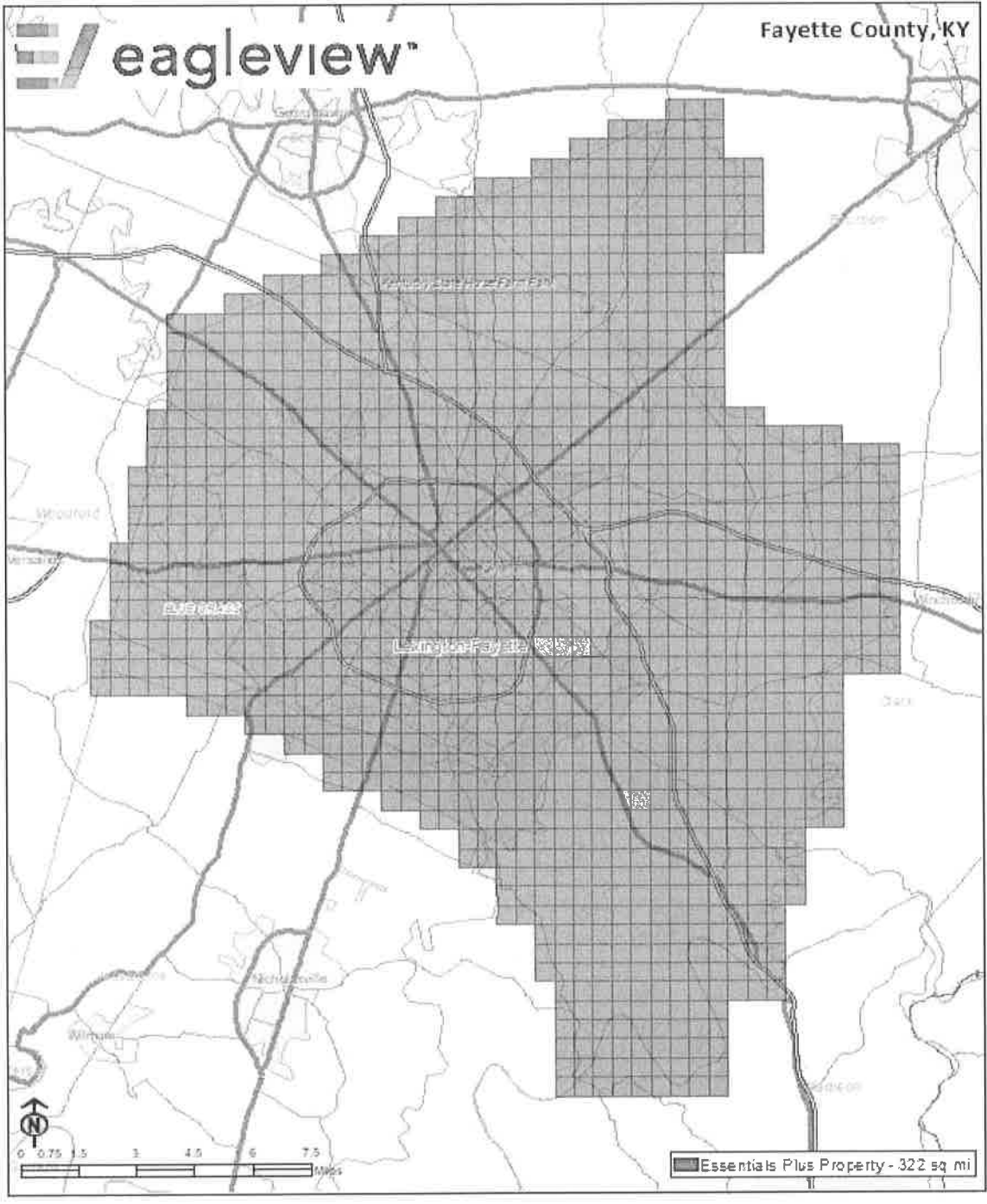
APPENDIX 1

PHOTOGRAMMETRIC PRODUCT SPECIFICATIONS

Essentials+ Property deliverables

Product	Essentials+ Property
Ortho frame imagery	<ul style="list-style-type: none"> Nominal 2in GSD ortho imagery, Imagery as good as 1.2in and no worse than 3in
Orthomosaic Specifications	<ul style="list-style-type: none"> Orthomosaic Resolution 2in or 3in GSD (Best Available provided) Typical Positional Horizontal Accuracy: 1m at a 95% confidence level Fully automated photogrammetric orthomosaic. Imagery may contain seamlines Project-wide color and contrast balancing
Oblique Imagery	<p>Nominal 2.6in GSD oblique imagery ranging from 1.7in to 3.5in GSD:</p> <ul style="list-style-type: none"> Where available fully automated photogrammetric mosaiced imagery. Imagery may contain seamlines
Metadata and Reporting	<p>Metadata:</p> <ul style="list-style-type: none"> Metadata generated that meets FGDC Standards upon request Shapefile(s) with discrete deliverable boundaries and directional metadata
Orthomosaic Deliverable Format (Online)	<p>Resolution:</p> <ul style="list-style-type: none"> 2in or 3in GSD (Best Available Provided) <p>Access Methods:</p> <ul style="list-style-type: none"> Available via web-based viewer (Connect) - Contracted separately Also available via WMS/WMTS (Image Service) - Contracted separately
Orthomosaic Deliverable Format (Physical)	<p>Resolution:</p> <ul style="list-style-type: none"> 2in or 3in GSD (Best Available Provided) <p>Projection/Coordinate System:</p> <ul style="list-style-type: none"> Customer Selectable <p>Datum:</p> <ul style="list-style-type: none"> Customer Selectable <p>File Format:</p> <ul style="list-style-type: none"> Mosaic Tiles <ul style="list-style-type: none"> Available as JPEG, GeoTIFF, JPEG2000, PNG, ECW, MrSID (All versions) with world file Includes separate Pictometry Map Image (PMI) trailer file Project-Wide Mosaic <ul style="list-style-type: none"> Available in ECW, MrSID (All versions) format
Oblique Imagery & Frame Imagery Deliverable Format	<p>Access methods:</p> <ul style="list-style-type: none"> Available via web-based viewer (Connect) - Contracted separately
Delivery Timeline	<ul style="list-style-type: none"> Best efforts to make frame imagery available online within 20 days of capture complete Best efforts to make ortho and oblique imagery available online and/or ready for physical delivery within 30 days of capture completion

MAP(S)



Kentucky Department of
Education
State Funded Preschool
Contractor Application
2021-2022



KENTUCKY PRESCHOOL PROGRAM APPLICATION AND GUIDE FOR CONTRACTING 2021-22 SCHOOL YEAR

Introduction

Kentucky is committed to providing a comprehensive educational program for preschool children who are either at risk of educational failure or who have identified disabilities, as outlined in the Kentucky Education Reform Act of 1990. Each local school district is required to make services available to eligible children directly, or by contract or cooperative agreement with another public or private organization. Early Care and Education (ECE) programs wishing to contract with local school districts to provide preschool placements must submit an annual application to the Kentucky Department of Education.

Purpose of Document

The purpose of this document is to provide information needed for contractual or cooperative arrangements between local school districts and other ECE programs. This information is designed to:

- facilitate contracting where existing programs are available to serve:
 - four-year-old children whose family income is no more than 160% of the federal poverty level
 - three and four-year-old children with identified disabilities
- define the process requirements for ECE programs that wish to provide placements for eligible children by contract or cooperative agreement with local schools

The document is designed to be used by:

- local school districts
- Head Start
- private profit and non-profit preschools
- other ECE programs wishing to contract with school districts in Kentucky in order to provide educational placements for preschool children

Additional Resources

Further information on local interagency agreements, contracting and the approval of preschool programs for contract purposes may be obtained from:

Kentucky Department of Education
School Readiness Branch
300 Sower Blvd.
Frankfort, Kentucky 40601
(502) 564-4970
schoolreadinessbranch@education.ky.gov

THE PRESCHOOL CONTRACTING APPROVAL PROCESS

Background

Under KRS 157.3175 school districts are required to make preschool programs available for eligible children. Based on a planning process involving other ECE programs, the district determines whether to serve eligible children in a program operated by the district or through a contract or cooperative agreement with another program(s).

To provide services through a non-public school program, the local district must assure that all contracted services meet the same standards as would apply if the services were provided directly by a school district. In addition, the Kentucky Department of Education has responsibility for monitoring the use of state and federal education dollars, including funds used by districts to provide preschool services by contract. The preschool contracting approval process is designed to assure these conditions are met.

The preschool contracting approval process has two components:

- authorization of a preschool ECE program as a contractor
- oversight of preschool contracts

Authorization of a Preschool Contractor

There are two criteria for authorization of a non-public school ECE program to accept a contract with a school district to provide preschool facilities or services, legal status and general operations.

Legal Status

Legal status describes the program's legal standing to receive public preschool dollars from the local school district and is confirmed through an application process to the Kentucky Department of Education. In the application, the program provides a signed assurance that it is incorporated separately from any religious institution and maintains a non-sectarian board of directors. Other assurances address financial and program record-keeping, non-discriminatory practices and other public education requirements. The application form is found in Appendix A of this document.

General Operations

Minimum standards for general operations are documented through current child care licensure by the Cabinet for Health and Family Services. Under 922 KAR 2:120, licensed child care providers meet staff, facility, health, safety, program, and other requirements of programs which care for young children while the parent is not present. In the review of the program's application as a preschool contractor, the program's childcare licensure is verified, as well as the program's participation in the Tiered Quality Rating and Improvement System (TQRIS) known as Kentucky All STARS. Currently, contracting sites must have three (3) stars to be approved for contracting.

A valid child care license is considered the *minimum* standard for entering into a preschool education contract. *Child care licensure alone does not assure that preschool education standards are met.* Rather than require interested contractors to operate their total program according to preschool education standards, (staff, ratios, curriculum, etc.), the current approval process allows local school districts to work with interested contractors to assure that at least the contracted services meet preschool education standards. This requirement is discussed under “Oversight of Preschool Education Contracts.” The authorization to contract does not accredit or recognize Early Care and Education programs as being a school.

Oversight of Preschool Education Contracts

To assure that regulations are met, and services are in accordance with the contract, responsibility of monitoring the contracted program rests with the school district. The district should be able to produce a copy of the most recent [childcare inspection report](#) issued by the Cabinet for Health and Family Services. **Any violation of the terms of the contract or of state regulations is cause to terminate the contract.**

Requirements for Preschool Education Services

The following regulations can be found in Kentucky Administrative Regulations of the Kentucky Board of Education and the Legislative Research Commission (LRC). Copies of regulations are available to the public through the LRC.

Operation of the preschool education program ([704 KAR 3:410](#) and [707 KAR 1:002 -707 KAR 1:380](#))

- teacher certification requirements
- correct ratios of teachers to children and annual professional development
- hours of operation and school calendar
- curriculum, activities, and materials
- program requirements for children with disabilities

KY All STARS

- participation with at least a three (3) star rating

Parent Outreach ([704 KAR 3:410](#))

- home visits
- parent education activities developed with the parent
- parent-teacher conferences and other parent outreach activities

Coordination of Health/Social Services ([704 KAR 3:410](#))

- screening
- follow-up
- assistance to parents

Related Services by Licensed Professionals for Children with Disabilities ([707 KAR 1:320](#))

- speech, occupational and physical therapies (professional licensure)

Facilities

- allows child care licensure to substitute for school regulations relating to buildings and grounds ([922 KAR 2:120](#))

Transportation ([702 KAR 5:030](#) and [KRS 157.280](#))

- vehicles, driver training and monitors

Food Services ([702 KAR 6:090](#))

- allows [Child and Adult Food Care Program](#) to substitute for school regulations relating to food services.

APPLICATION REVIEW PROCEDURE

The proposed contractor ECE program submits an application to the School Readiness Branch, Kentucky Department of Education.

The School Readiness Branch checks the applicant's licensure in the directory of licensed child care facilities, which is updated on a regular basis by the Cabinet for Health and Family Services and which notes official corrective action, if applicable.

The School Readiness Branch verifies participation in the TQRIS with at least a three (3) star rating.

The School Readiness Branch reviews the ECE identification page and program description for completion of information.

The School Readiness Branch reviews the assurance page for appropriate signatures.

A school district may not disburse funds for a contract until the ECE program has received approval through the Kentucky Department of Education.

APPROVAL AS CONTRACTOR

If licensure is current, contracting sites have a minimum KY ALL STARS three (3) star rating, signatures are present and all information complete, the School Readiness Branch approves the program as a contractor.

The School Readiness Branch sends the applicant an approval letter and adds the program to the current list of authorized ECE contractors.

The School Readiness Branch disseminates the updated listing to preschool program administrators, as well as posts the list on the Kentucky Department of Education website.

NON-APPROVAL AS CONTRACTOR

If the application cannot be approved due to regulatory deficiencies (i.e., current licensure, signed assurances, program information), the School Readiness Branch contacts the applicant to review the deficiencies. The applicant may submit necessary items to obtain approval within 30 calendar days.

If the requested information is not submitted within 30 days or does not meet criteria, the School Readiness Branch notifies both the ECE program and district of the non-approval status.

If a school district requests to contract with an agency that cannot be approved, the school district will be notified that the agency is not approved as a contractor.

REVOKING APPROVAL AS CONTRACTOR

Approval as a contractor may be revoked for the following reasons:

- The School Readiness Branch receives written notification that the Cabinet for Health and Family Services revoked the license of a child care program.
- The School Readiness Branch receives notification that the center has not achieved or renewed their KY All STARS status with at least three (3) stars.

If approval is revoked, the School Readiness Branch notifies the program that it can no longer contract with school districts for preschool education services and is removed from the approved contractor list. The district contracting with the program will be notified that the program is no longer authorized as a contractor and the contract should be terminated immediately.

STEPS IN CONTRACTING

The following sequence of events describes the process for serving preschool children in other ECE programs:

STEP 1: *The district and an Early Care and Education program identify the need for and willingness to work together to serve eligible children.*

- The recommended time to begin planning for contracting is prior to the start of school, before school districts submit the Preschool Program Approval for the following academic year. Planning also may begin as the need arises.

- For children with disabilities, there is a direct link to the Admissions and Release Committee (ARC) process. The local school district's ARC is responsible for determining, on an individual basis, when services need to be provided through other ECE programs. See Appendix B for additional details regarding children with disabilities.

STEP 2: *The ECE program prepares and submits an application for approval to enter into contracts with local school districts to provide preschool education services.*

- A copy of the ECE program application is found in Appendix A of this document.
- The application should be sent electronically to the Kentucky Department of Education, School Readiness Branch, schoolreadinessbranch@education.ky.gov.
- Upon receipt of the ECE program application, the Kentucky Department of Education reviews the information and approves or denies the application.
- A copy of the program's application should also be sent by the ECE program to each district with whom the ECE program intends to contract.
- The application is updated with the Kentucky Department of Education annually by the ECE program.
- The approval process may include on-site review of the ECE program's preschool program by the local school district.
- Upon approval, the ECE program is authorized to initiate a school contract; approval does not accredit the program or provide licensure for providing child care.

STEP 3: *The local school district and the ECE program or program develop a written contract or cooperative agreement for the services to be provided.*

- Components of the written contract or cooperative agreement are described in the "Components of a Contract or Cooperative Agreement" section, found below.
- Contents of specific documents will vary, depending upon areas agreed to by the parties.
- The school district is responsible for assuring that all services covered in the contract or written agreement meet the same standards applicable to the school district, as though the services were provided directly by the district.
- Copies of the contract are kept on file in the local school district and the ECE program, along with documentation of the ECE program's approved application to enter into contracts with a school district.

STEP 4: *Services are provided based on the contract between the ECE program and the local school district.*

- The local school district has an ongoing responsibility to oversee the operation of the preschool program and all services provided by contract.
- The Kentucky Department of Education will monitor contracted preschool services in conjunction with each district’s State Funded Preschool Monitoring process. Site visits may also occur when irregularities are noted.
- State-funded preschool students served in a contracted site must be enrolled in the district student information system, InfiniteCampus.

COMPONENTS OF A CONTRACT OR COOPERATIVE AGREEMENT

General Contents

According to Kentucky Revised Statute ([KRS 65.250](#)), contents of contracts and cooperative agreements are to specify at least the following:

- the duration of the agreement
- the organizational composition and powers delegated thereto
- the purpose or purposes of legal or administrative entity
- the manner of financing the joint or cooperative undertaking and of establishing and maintaining a budget
- the process of changing or terminating the contract as well as maintenance and disposal of property or equipment

The body of a contract may be as simple as “\$ (amount) dollars for providing (named) educational services to children,” along with statements of duration, organization, purpose and termination of the contract. However, the district must have a written agreement regarding roles and responsibilities for the district and for the contracting ECE program. These may appear as a memorandum of agreement appended to the contract or referenced within the contract.

Specific Contents

In the contract (or in a separate memorandum of agreement referenced in the contract) the following issues should be addressed to clarify roles and responsibilities and to describe services that meet state and federal education regulations:

- clearly defined services such as the following:
 - type of service (individual, group, in-home, consultation, etc.)
 - days of operation/service to preschool students
 - amount of time the service is to be provided each day of operation

- duration of service or length of year
 - qualification and numbers of staff
 - location where service will be provided (preschool centers, home, etc.)
 - responsibility for support services (transportation, speech therapy, screening, etc.)
- procedures for resolving conflicts between the ECE program, including who pays for incurred costs of resolution
 - transition procedures for children who are moving from one setting to another
 - shared personnel, training or other resources
 - responsibility for inventory, maintenance and disposal of equipment or materials purchased through contracted funds
 - method and schedule of payment and provisions for terminating the contract
 - record keeping and reporting, including confidentiality of records
 - regulatory requirements for specific preschool education services to be contracted that are noted in the ECE program's application (Appendix A, page 2)

ROLES AND RESPONSIBILITIES OF PARTICIPATING PROGRAMS

Local School District	Preschool Contractor
Provide the contracting program with guidelines.	Maintain a program which is licensed, and which is eligible to receive public education funds.
Require proof of insurance. If the program is operated on school grounds, the local board should provide accident insurance if the contracting ECE program does not have premises medical coverage under the general liability policy.	Provide general liability insurance of at least a million dollars per occurrence limit. Insurance must contain a "no sexual abuse" clause. If the program is on school grounds, the local school board must be a named insured.
Monitor the services provided by the contracting program to assure compliance with all federal, state and local laws and regulations pertaining to the education of eligible preschool children.	Provide services that meet the state education standards for preschool programs.
Provide timely payment for contracted services.	Submit bills for agreed-upon cost of service to the school district at predetermined times.
Act as fiscal agent and supervise the distribution of preschool education funds.	Provide services in the contract at no cost to parents.

Provide a liaison to the contracting ECE program to address mutual concerns.	Provide a liaison to the school district for matters of mutual concern.
For children with disabilities, * develop the initial Individual Education Program (IEP) and provide a representative to participate with the contracting ECE program to implement the IEP and provide oversight for the educational services.	Provide a representative to participate in the IEP development and provide appropriate educational services as defined on the IEP and the contract.

*See Appendix B, IEP Process for Children with Disabilities.

SUBMISSION OF AN APPLICATION FOR CONTRACTING

Early Care and Education Programs wishing to contract with local school districts must submit an annual application to the Kentucky Department of Education.

The ECE program’s application must be on file and approved prior to the beginning of each school year and prior to the submission of the Preschool Program Approval form by the school district.

Application Form

The application form (Appendix A) has three components:

- cover page with identifying information
- description of the services to be available for contracting
- assurances page and signature

Submission

Submit the completed application electronically to the email address, schoolreadinessbranch@education.ky.gov. Scan and submit additional documents with the application as necessary. Submitting certificates of lead teachers is not required. The School Readiness Branch will work with the Education Professional Standards Board (EPSB) to ensure all lead teachers have the correct certification.

Keep an electronic copy of the application form for your files. Applications are due September 15th, unless the need arises for school districts to contract services with private child care facilities throughout the year. In such cases, an application may be turned in at any time during the academic year.

Important Note: As part of the ECE program Identification Information, the application form will include the number of STARS the *private child care center-based program* has acquired in KY All STARS.

Kentucky All STARS is Kentucky’s expanded five-star quality rating and improvement system for early care and education programs. The unified system serves all early care and education programs that receive public funding including child care centers, Head Start and public preschool. Kentucky All STARS is based on Kentucky’s Early Childhood Standards and research-based indicators of quality. It recognizes programs that have made a commitment to continuous quality improvement.

DUE September 15th, or when the need arises for using contracted services during the 2021-22 school year.

School Readiness Branch
Kentucky Department of Education
(502) 564-4970
schoolreadinessbranch@education.ky.gov

**KENTUCKY DEPARTMENT OF EDUCATION
APPLICATION FOR APPROVAL TO CONTRACT
TO PROVIDE PRESCHOOL EDUCATION SERVICES
FOR 2021-22 SCHOOL YEAR**

REAPPLICATION? **YES** **NO**

APPLICATION ECE PROGRAM IDENTIFICATION SUBMISSION DATE: 8/24/2021.

Director's Name: Irma Bennett

ECE program Name (As it appears on the child-care license): Family Care Center

ECE program Address: 1135 Harry Sykes Way, Lexington, KY 40504

ECE program Kentucky All STARS Rating Level 5 Expiration Date: 01/23/2023

Currently, Early Care and Education programs must have three stars in the KY All STARS tiered quality rating and improvement system.

ECE program Telephone Number (include area code): 859-288-4040 Click or tap here to enter text.

Email Address: ibennett@lexingtonky.gov

Names, titles and phone numbers of program contact person(s), other than the director, who have administrative/supervisory responsibility for the education program.

Name	Title	Phone Number
Joanna Rodes	Director of Family Services	859-288-4050

Names and credentials of lead teachers who will have state-funded children in their class(es):

Teacher's Name	Certification	Ratio or teachers: children
Ryan Williams	201214566	2:15

Names of local school districts with which the ECE program may contract:

Name of school district	Name of school district	Name of school district
Fayette County Public School		

SERVICES AVAILABLE FOR CONTRACTING

FOR YOUR Early Care and Education PROGRAM – CHECK ALL THAT APPLY:

Operation of the Preschool Education Program ([704 KAR 3:410](#))

Attach a description of the educational services available for contracting addressing facilities, personnel, training hours and curriculum. Must meet:

- Preschool Facilities Guidelines ([702 KAR 4:170](#)) (child care licensure is accepted as substitute)
- Preschool Personnel Standards (704 KAR 3:410, Section 6) **do not attach credentials**
- Instructional Hours of Operation (704 KAR 3:410, Section 5)
- Preschool Curriculum (704 KAR 3:410, Section 5)

KY All STARS

- Scan and attach a copy of the certificate with at least three (3) stars

Parent Outreach (704 KAR 3:410)

- Attach a description of services available. Services must meet preschool requirements (704 KAR 3:410, Section 5)

Related Services by Licensed Professionals for Children with Disabilities

- Attach a description of services available. Check off specific services to be offered. Service providers must meet licensure requirements set by the profession. **Attach a copy of the appropriate license.**
 - Speech therapy
 - Occupational therapy
 - Physical therapy
 - Other

Transportation (702 KAR Chapter 5)

- Attach a description of services available. If the program is transporting children, the following regulations must be met:
 1. School vehicle requirements ([702 KAR 5:060](#))
 2. School bus driver requirements ([702 KAR 5:080](#))
 3. School bus monitor requirements ([702 KAR 5:150](#))

Food Services (702 KAR Chapter 6)

- Attach a description of services available. Food services must meet the following regulations:
 1. School food preparation requirements ([702 KAR Chapter 6](#)) OR

2. Child care food preparation requirements ([922 KAR 2:120](#))

Important Note: All required attachments must be submitted upon initial application. Reapplications must contain attachments that are relevant to any programmatic changes within the ECE program.

PROGRAM ASSURANCE

The program provides the following assurances regarding compliance with federal, state and local regulations in order to be approved to contract with local school districts to provide preschool education services.

General Operations

1. The ECE program is separately incorporated from any religious institutions and maintains a non-sectarian board of directors; all proceeds and debts are the property of the corporation; no part of the program's curriculum is religious in nature; if housed on grounds of a religious institution, only reasonable rent is paid for such space and all religious symbols or materials have been removed from the area used by the preschool program.
2. The ECE program complies with applicable state and federal education requirements regarding nondiscrimination on the basis of race, creed, color, national origin, sex, disability or age.
3. Establishment and maintenance of all preschool records will be in compliance with state and federal regulations that are applicable to financial and programmatic records, supporting documents, statistical and other records. ([34 CFR 80.37 – 8.40](#)).
4. The ECE program will submit reports to the local school district as required in the contract, will make records and visits available to the district to conduct its oversight responsibility, and will make requested information available to the Kentucky Department of Education for the purpose of monitoring state and federal education laws and regulations.
5. Personally identifiable information (PII) on all children is maintained in a manner consistent with confidentiality requirements of the [Family Education Rights and Privacy Act](#) (FERPA).
6. If the program receives federal funds, the program does not appear on the current list of programs debarred from accepting federal funds.

Contracted Services

7. Any agreement and/or contract between the local school district and the ECE program's preschool program is in writing and has been reviewed and approved by the authorized administrator of each ECE program.

8. Program services provided by a contract or agreement with a local school district are provided in conformance with preschool and school regulations promulgated by the Kentucky Board of Education.
9. The ECE program carries current insurance for the services operated.
10. ECE program personnel who provide preschool services under an agreement or contract with a local school district meet the personnel requirements of the Kentucky Board of Education and the Education Professional Standards Board.
11. If the ECE program is providing transportation or space for program services through a contract or agreement with a local school district, the ECE program's vehicles and physical plant have been reviewed by the local school district for adherence to school requirements for vehicles, buildings, grounds and health.
12. If the ECE program provides services to children with disabilities under a contract or cooperative agreement with a local school district, the ECE program complies with responsibilities outlined in Kentucky Administrative Regulations (707 KAR Chapter 1) for the provision of special education and related services.

This application has been approved by the applicant's Administrative Board as recorded in the minutes of the meeting held on:

September 30, 20 21.

Linda Bennett
Signature of Program Director

8-24-21
Date Signed

Linda Gorton
Authorized Signature for Administrative Board

Date Signed

July 26, 2021

Operation of the Preschool Education Program

The Family Care Center provides early childhood services for children ages 6 weeks to 5 years old. Fayette County Public Schools and the Family Care Center combine efforts to offer public preschool services serving two groups for children by utilizing a morning and afternoon session in one classroom. Operation of each session is as follows:

Session 1: 7:00 a.m. to 9:55 a.m.

Session 2: 10:50 a.m. to 1:45 p.m.

Childcare services are available for families requiring before and/or after Early Start hours and for days in which FCPS Preschool is not in session.

Fayette County Public Schools assigns and provides supervision for both Lead Teacher and Para-educator.

FCPS Teacher qualifications: IECE Certification

Child Care Director: BS in Psychology; Kentucky Director's Credential

Family Care Center hours of operation: 6:30 a.m. to 5:30 p.m.

FCPS hours of operation: Session 1: 7:00 a.m. to 9:55 a.m.

Session 2: 10:50 a.m. to 1:45 p.m.

Preschool Curriculum: AEPS

Parent Outreach/Family Involvement

The Family Care Center collaborates with Fayette County Public Schools to provide high school classes for teenage mothers. Mothers that attend the program are eligible for parenting classes and literacy and behavioral parent/child activities in addition to their classroom studies.

All parents utilizing the early childhood services are invite to attend monthly Family Involvement activities hosted through our Big Room events. The FCPS Preschool Program conducts Family Story hour activities in accordance with the FCPS calendar, as well as Home Visitation. All classrooms conduct parent/teacher conferences bi-annually.



Related Services by Licensed Professionals for Children Special Abilities

FCPS provides speech therapy, occupational therapy, and physical therapy for eligible children. The FCPS therapists work with the classroom Teachers to meet their IEP goals and First Steps referrals are made for children who are not yet three years of age.

Transportation

Transportation is provided by Fayette County Public Schools

USDA Food Services

The Family Care Center participates with the Kentucky Department of Education Division of Nutrition & Health Services, Child & Adult Care Food Program. Children attending full day childcare are provided breakfast, lunch and afternoon snacks. Dependent upon the Session attended, children attending FCPS Preschool Program will receive one meal; breakfast or lunch. Meals are provided by the catering services and meet the USDA guidelines.



CABINET FOR HEALTH AND FAMILY SERVICES
DEPARTMENT FOR COMMUNITY BASED SERVICES



RECOGNIZES

Family Care Center

As a Level 5 Provider in the Kentucky All STARS Tiered Quality Rating and Improvement System



Date Issued: 11/6/2019 Valid Through: 1/31/2023

L350165

This certificate is issued under regulations 922 KAR 2:270. The holder of this certificate is subject to the terms and conditions of the Cabinet for Health and Family Services.

This rating certificate is not transferable.



Division of Child Care
275 East Main Street, 3C-F
Frankfort, Kentucky 40621
Telephone: 844-209-2657
<https://chfs.ky.gov/agencies/dchs/dcc>





Commonwealth of Kentucky Cabinet for Health and Family Services

certifies that the Licensee **LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT**
is authorized to operate **FAMILY CARE CENTER**
1135 HARRY SYKES WAY
LEXINGTON, KY 40504

License # **L350165** Effective Date: **February 1, 2019**

pursuant to KRS 199.892 to 199.898 and 199.990(4) and the regulations promulgated thereunder, unless suspended or revoked for substantial violation of any of these regulations or applicable statutes. This license is not transferable and is limited to the above location for the services indicated below.

Child-Care Center License

Type :	I
Capacity :	300
Services :	
Infant	Y
Toddler	Y
Preschool	Y
School age	Y
Non-Traditional Care	N
Transportation	Y

Steven D. Davis
Inspector General

Judge Timothy Feeley
Deputy Secretary

As of : January 14, 2019