

**MADISON COUNTY FISCAL COURT  
MADISON COUNTY, KY  
ORDINANCE 2023-16**

**AN ORDINANCE RELATING TO THE BUDGET AMENDMENT  
OF THE MADISON COUNTY GENERAL FUND BUDGET**

**WHEREAS**, the Madison County Fiscal Court is responsible for the administration of the County Budget; and

**WHEREAS**, the Madison County Fiscal Court has realized unbudgeted receipts; and

**WHEREAS**, the County Treasurer has reviewed the budget to ensure sound financial practices;

**NOW, THEREFORE, BE IT ORDAINED** by the Fiscal Court of the County of Madison, Commonwealth of Kentucky, the General Fund budget be amended by \$1,680,157.46.

**THIS ORDINANCE SHALL BECOME EFFECTIVE ON THE DATE OF THE SECOND READING AND ADOPTION.**

DATE OF FIRST READING: 12-19-2023

MOTION BY: Hughes

SECONDED BY: Combs

VOTE:	YES	NO
Magistrate James Brian Combs	<u>✓</u>	_____
Magistrate Stephen Lochmueller	<u>✓</u>	_____
Magistrate Billy Ray Hughes	<u>✓</u>	_____
Magistrate Tom Botkin	<u>✓</u>	_____
Judge Executive Reagan Taylor	<u>✓</u>	_____

DATE OF SECOND READING: 1-9-2024

MOTION BY: Bath

SECONDED BY: Combs

VOTE:	YES	NO
Magistrate James Brian Combs	<u>✓</u>	_____
Magistrate Stephen Lochmueller	<u>✓</u>	_____
Magistrate Billy Ray Hughes	<u>✓</u>	_____
Magistrate Tom Botkin	<u>✓</u>	_____
Judge Executive Reagan Taylor	<u>✓</u>	_____

**Signed:**

*R-22*

\_\_\_\_\_  
Madison County Judge Executive

**Attested:**

*Thom Byrnes*

\_\_\_\_\_  
Madison County Clerk, Kenny Barger

**AN ORDINANCE relating to the annual budget and amendment thereof. Whereas Madison County, Kentucky has realized unbudgeted receipts. Be it ordained by Madison County of the Commonwealth of Kentucky:**

**Section One: Current Fiscal Year: 2023-2024**

**The budget for the Current Fiscal Year is amended to:  
Increase / Decrease the receipts of the following fund(s)  
to include unbudgeted receipts from:**

A. Revenues	Fund	Account	Description	Amount
	General	01-4504- -	FEDERAL GRANTS	25,203.89
	General	01-4510- -	STATE GRANTS	173,443.15
	General	01-4532- -	AOC SPACE RENTAL	1,481,510.42
<b>Total Amended Revenues</b>				<b>1,680,157.46</b>
B. Approp.	Fund	Account	Description	Amount
	General	01-5065-737-	FIRE SPECIFIC EQUIPMENT	25,203.89
	General	01-5065-737-	ELECTION EQUIPMENT GRANT	173,443.15
	General	01-7401-607-01	2020 AOC CHASE BLDG RENOVATIONS NOTE	1,481,510.42
<b>Total Amended Expenditures</b>				<b>1,680,157.46</b>

**Section Two:**

The amounts adjusting the receipt and expenditure accounts in Section One are for governmental purposes.

Approved by the Madison County Fiscal Court of Kentucky, this day, the 19th day of December, 2023.

Signed R-20 -  
County Judge/Executive

Approved as to form and classification this the 25<sup>th</sup> day of December 2023

Signed Robert O. Brown  
State Local Finance Officer

This budget ordinance amendment was duly adopted by the Madison County Fiscal Court, Commonwealth of Kentucky, on this the 9<sup>th</sup> day of JANUARY 2024

Signed R-20  
County Judge/Executive

RECEIVED  
DEC 21 2023  
OFFICE OF F.M. & A.

# Award Letter

U.S. Department of Homeland Security  
Washington, D.C. 20472

Effective date: 02/23/2023



Glenna Smith  
MADISON CO FISCAL COURT  
PO BOX 1120  
RICHMOND, KY 40476  
  
EMW-2021-FG-01774

Dear Glenna Smith,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2021 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$25,203.89 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$2,520.40 for a total approved budget of \$27,724.29. Please see the FY 2021 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2021 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in black ink that reads "P.S. Williams". The signature is written in a cursive style.

PAMELA WILLIAMS  
Assistant Administrator, Grant Programs

# Summary Award Memo

**Program:** Fiscal Year 2021 Assistance to Firefighters Grant

**Recipient:** MADISON CO FISCAL COURT

**UEI-EFT:** KXR6BMKK6214

**DUNS number:** 007453590

**Award number:** EMW-2021-FG-01774

## Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2021 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

## Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

<b>Object Class</b>	<b>Total</b>
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$27,724.29
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
Federal	\$25,203.89
Non-federal	\$2,520.40
<b>Total</b>	<b>\$27,724.29</b>
Program Income	\$0.00

## **Approved scope of work**

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2021 AFG NOFO.

**Approved request details:**

## **Equipment**

### **PPE Washer/Extractor/Dryer**

DESCRIPTION

PPE Washer/Extractor/Dryer to clean turnout gear.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$8,938.80	\$8,938.80	Equipment

### **Ropes, Harnesses, Carabiners, Pulleys, etc.**

DESCRIPTION

Sterling 1" Tubular Webbing - Red 20 Feet

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	4	\$11.51	\$46.04	Equipment

### **Ropes, Harnesses, Carabiners, Pulleys, etc.**

DESCRIPTION

Petzi JAG High-Efficiency Double Pulley. High-efficiency double pulley designed for use with the JAG TRAXION double progress capture pulley to make a 4:1 haul system.  
Description: Designed for use with the JAG TRAXION double progress capture pulley to make a 4:1 haul system Sheaves mounted on sealed ball bearings for excellent efficiency  
Specifications Weight: 120 g Certification(s): CE EN 12278, NFPA 1983 Technical Use  
Material(s): aluminum, nylon Min. rope diameter: 8 mm Max. rope diameter: 11 mm Sheave type: sealed ball bearings Sheave diameter: 25 mm Working load:  $2 \times 1,5 \text{ kN} \times 2 = 6 \text{ kN}$   
Breaking strength:  $2 \times 4 \text{ kN} \times 2 = 16 \text{ kN}$  Efficiency: 91 % Warranty: 3 years

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	3	\$107.94	\$323.82	Equipment

## Ropes, Harnesses, Carabiners, Pulleys, etc.

### DESCRIPTION

Item Prusik-minding pulley. This lightweight, full-strength, Prusik-minding pulley is ideal for mountain rescue, swiftwater, or other technical teams where equipment weight is a significant consideration. By machining the side plates, the thickness of the metal can be varied to maximize the strength-to-weight ratio, a process that cannot be done with traditional bent metal side plates. Sealed ball bearings provide high efficiency and aluminum side plates protect the rope. An extremely low-profile stainless steel axle assembly reduces snagging on rocks, roots, and uneven surfaces. &nbsp;UL Classified to NFPA 1983 - General Use. Color: Burgundy 3σ MBS 47 kN (10,566 lbf.) Sheave Tread Size: 1.5 in. x 0.5 in. (38 x 13 mm)

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	3	\$88.80	\$266.40	Equipment

## Ropes, Harnesses, Carabiners, Pulleys, etc.

### DESCRIPTION

Item CMC Ascender rope grab. The CMC Ascender rope grab utilizes a spring-loaded cam to facilitate progression on life safety rope. Widely used by rescue teams as a rope clamp for an attachment to a litter harness tender line, as a travel restrict rope grab, ascending rope, and other applications where a mechanical rope grab provides greater efficiency. Compact, lightweight rope grab Machined from aircraft-grade aluminum alloy for superior strength Spring-loaded cam produces instant progress capture Removable pin releases cam, facilitates easy installation at any point on rope Large connection point in cam accommodates rescue-sized carabiners Stainless steel quick-release pin Designed for optimal rope strength Made in USA

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	4	\$118.80	\$475.20	Equipment

## Ropes, Harnesses, Carabiners, Pulleys, etc.

### DESCRIPTION

CMC Sewn Loop Prusik - Red Short. Long years of development, testing and fine tuning has made CMC Prusik cord a preferred choice by rescue schools, agencies and rescuers alike. CMC's Sewn-Loop Prusiks offer unmatched performance—with strength equivalent to a tied Prusik loop, just without the cumbersome knot. These prusiks are an open loop, unlike the Bound-Loop Prusiks CMC also produces.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	10	\$24.00	\$240.00	Equipment

## Ropes, Harnesses, Carabiners, Pulleys, etc.

### DESCRIPTION

Petzl GEMINI Lightweight Double Prusik Pulley, NFPA - Gemini Lightweight Double Prusik Pulley. Petzl's Gemini Double Prusik Pulley lets you set up a variety of hauling systems with either one or two ropes. It features sheaves mounted over sealed ball bearings for smooth efficiency, and the unique side plates work with the auxiliary attachment to accommodate complex capturing systems or simple Prusik hitches for lighter hauls. Despite its double dimensions, the Gemini remains small and light enough for any big wall, alpine, or mountaineering endeavor.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	2	\$107.94	\$215.88	Equipment

## Ropes, Harnesses, Carabiners, Pulleys, etc.

### DESCRIPTION

Sterling 1" Tubular Webbing - Black 25 feet

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	3	\$13.91	\$41.73	Equipment

## Ropes, Harnesses, Carabiners, Pulleys, etc.

### DESCRIPTION

CMC Multi-Purpose Device, Pulley, Rescue Belay, Descender. Go from Lowering to Raising without Changing Hardware Features: Variable-friction descent control device for rescue systems and rappels Incorporates high efficiency pulley with an integral rope-locking mechanism (ratchet) for a haul system The built-in becket allows cleaner rigging and more efficient pulley systems The MPD allows main line and belay line rigging to be mirror images of one another One device functions as both a lowering brake and as a ratcheting pulley for raising It's ideal for confined space operations because it converts rapidly to a retrieval line Meets BCCTR Rescue Belay Competency Criteria\*\* The CMC Multi-Purpose Device (MPD) features major innovations in advanced technical hardware for rope rescue professionals. The CMC MPDs high-efficiency pulley, with an integral rope-grab mechanism, means it can be used as a lowering device on the main line and belay line systems and be quickly changed over to a raising system without switching out or replacing hardware. The combination of essential features into a single device simplifies on-scene rigging, expediting the rescue. CMC Multi-Purpose Device MPD increases user safety with: Reduced Weight Fewer Components Faster Rigging Quick Changeovers Simplified Training Lower Risk Specifications: Product: Color: Rope Size: 3 sigma MBS: Weight: MPD, 11MM BLU, CMC Slate 11mm Pully/Auxilliary: 44kN (9,891 lbf); Descent Control: 24kN (5,395 lbf) 2 lbs, 8oz (1.1kg) MPD, 13MM RED, CMC Red 13mm Pully/Auxilliary: 44kN (9,891 lbf); Descent Control: 24kN (4,721 lbf) 2 lbs, 8oz (1.1kg)

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$958.80	\$958.80	Equipment

## Ropes, Harnesses, Carabiners, Pulleys, etc.

### DESCRIPTION

Description Petzl Paw Rigging Plates - Medium Black. For easily organizing the work station and creating multi-anchor systems. 19 mm holes allow the locking sleeves of most carabiners to pass through. Made of aluminum: excellent strength-to-weight ratio. Available in three sizes and a black version. Material(s): aluminum. Breaking strength: 36 kN. Certification(s): CE, NFPA 1983 General Use.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$69.58	\$69.58	Equipment

## Ropes, Harnesses, Carabiners, Pulleys, etc.

### DESCRIPTION

Sterling Rope 1/2" HTP Static Rope - Red, 200' (61M). 12.5 mm Static Rope Core/Sheath: Polyester/Polyester This super-durable, low-stretch rope features a unique sheath construction that inhibits picking and stays firm for effective handling despite the load. Its strength and durability make it a great choice for specialized rigging, speed lines and hauling applications.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$309.48	\$309.48	Equipment

## Ropes, Harnesses, Carabiners, Pulleys, etc.

### DESCRIPTION

Description Rope Rescue Team Kit with 4 Response Harnesses for high- or low-angle rescue operations. This Traditional Rigging version of the Rope Rescue Team Kit includes personal gear for four rescuers (4X Rescuer Personal Kit) and Response Harness for departments that prefer a full-body harness. Rope Rescue Kit Includes: Shasta Gear Bag Truck Cache Personal Gear Bag (4) Rope Bags - #2 (2) Pro Pocket (4) Litter Pack Disaster Response Litter Litter Insert ProSeries Litter Harness Patient Tie-In System Lifesaver Victim Harness Lifesaver Victim Chest Harness CMC Ascenders (2) Rescue 8 (4) ProSeries Manual-Lock Carabiners - Slate (4) ProTech Auto-Lock Carabiner - Red ProTech Manual-Lock Carabiners - Slate (13) Adjustable Litter Straps (4) FastLink Pick-Off Strap FastLink Anchor Straps - Medium (2) Anchor Strap Sleeves - Medium (2) Etrier with Tie-In Multi-Loop Straps - Large (4) Ultra-Pro 4 Edge Protector Edge Pad - XL (2) CMC Lifeline - 200 ft of 1/2 in CMC Lifeline - 200 ft of 1/2 in (Additional Color) Tubular Webbing - 40 ft (2x20 ft) Tubular Webbing - 24 ft (2 x 12 ft) AZ Bound-Loop Prusiks - Long (4), Short (8) Rope Rescue Manual Rope Rescue Field Guides (4) Kask Super Plasma Helmets (4) ESS Striketeam XTO Rescue Goggles (4) Princeton Tec EOS II Headlamps (4) Riggers Gloves (4) Traditional Rigging Kit Also Includes : PMP Swivel Pulleys (5) Rescue Rack Load Release Straps (2) Anchor Plate ProSeries Screw-Lock Carabiners - Brite (11) Aluminum Oval Carabiner - Red AZ Bound-Loop Prusik - Long AZ Bound-Loop Prusiks - Short (3) Response Harnesses (4) \*The Rope Rescue Team Kit - Traditional Rigging ships with four response harnesses.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$14,365.20	\$14,365.20	Equipment

### Ropes, Harnesses, Carabiners, Pulleys, etc.

DESCRIPTION

Sterling 1" Tubular Webbing - Blue 15 feet

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	5	\$9.10	\$45.50	Equipment

### Ropes, Harnesses, Carabiners, Pulleys, etc.

DESCRIPTION

Sterling 1" Tubular Webbing - Green 5 feet.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	3	\$3.58	\$10.74	Equipment

### Ropes, Harnesses, Carabiners, Pulleys, etc.

DESCRIPTION

Sterling Rope 1/2" HTP Static Rope - Blue, 200' (61M). 12.5 mm Static Rope Core/Sheath: Polyester/Polyester This super-durable, low-stretch rope features a unique sheath construction that inhibits picking and stays firm for effective handling despite the load. Its strength and durability make it a great choice for specialized rigging, speed lines and hauling applications. Available Lengths: 150', 165', 200', 300', 600', 660' | 46, 50, 61, 92, 183, 200 m NFPA 1983: General ANSI Z133

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$309.94	\$309.94	Equipment

### Ropes, Harnesses, Carabiners, Pulleys, etc.

DESCRIPTION

Sterling 1" Tubular Webbing - Yellow 15 feet

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	3	\$9.10	\$27.30	Equipment

### Ropes, Harnesses, Carabiners, Pulleys, etc.

DESCRIPTION

CMC Sewn Loop Prusik - Green, Long. Years of development, testing and fine tuning has made our Prusik cord a preferred choice by rescue schools, agencies and rescuers alike. Our Sewn-Loop Prusiks offer unmatched performance—with strength equivalent to a tied Prusik loop, just without the cumbersome knot. The factory-sewn SecureStitch™ is covered with durable clear shrink tubing that allows regular inspection and helps protect the stitching for longer life. These loops are produced with our 8mm Prusik cord.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	10	\$24.00	\$240.00	Equipment

## Ropes, Harnesses, Carabiners, Pulleys, etc.

### DESCRIPTION

Item CMC Rescue Steel Auto-Lock Carabiner. Designed to be the ultimate, general purpose rescue carabiner, the CMC Rescue Steel Locking D's combine CMC's experience in rescue with Omega Pacific's manufacturing expertise. The compact size maximizes strength and allows a gate opening wide enough to fit over most litter rails. CMC's auto-locking steel carabiner provides the safety of a 3-stage auto-locking gate that can be easily opened with one hand. Using an auto-locking carabiner decreases the possibility that the user will forget to lock the gate or that the gate will vibrate unlocked. New this year is the keylock gate design which helps eliminate snags when clipping into slings or other connectors Specs: MBS: 72 kN (16,186 lbf) Weight: 10.9 oz. Interior Length: 3.95 in. (100mm) Gate Opening: 1.1" Every Carabiner is Proof Loaded

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	10	\$67.20	\$672.00	Equipment

## Ropes, Harnesses, Carabiners, Pulleys, etc.

### DESCRIPTION

Petzl Minder Prusik Minding Pulley, NFPA - Red/Black. High strength, high efficiency Prusik pulley Special side plates designed for use with a Prusik friction hitch in progress capture systems Large diameter sheave mounted on sealed ball bearings for excellent efficiency Accepts up to three carabiners to facilitate use Color: Red Specifications Reference: P60A Weight: 295 g Min. rope diameter: 7 mm Max. rope diameter: 13 mm Sheave type: sealed ball bearings Sheave diameter: 51 mm Efficiency: 97 % Working load: 4 kN x 2 = 8 kN Made in: FR Certification(s): CE EN 12278, NFPA 1983 General Use Petzl Pulley Comparison Chart

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	2	\$83.94	\$167.88	Equipment

# Agreement Articles

**Program:** Fiscal Year 2021 Assistance to Firefighters Grant

**Recipient:** MADISON CO FISCAL COURT

**UEI-EFT:** KXR6BMKK6214

**DUNS number:** 007453590

**Award number:** EMW-2021-FG-01774

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**Article 1****Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency. II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002. III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

**Article 2****General Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance. V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

**Article 3****Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

**Article 4****Activities Conducted Abroad**

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

- Article 5      Age Discrimination Act of 1975**  
Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
- Article 6      Americans with Disabilities Act of 1990**  
Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
- Article 7      Best Practices for Collection and Use of Personally Identifiable Information**  
Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
- Article 8      Civil Rights Act of 1964 – Title VI**  
Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.
- Article 9      Civil Rights Act of 1968**  
Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

**Article 10 Copyright**  
Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

**Article 11 Debarment and Suspension**  
Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

**Article 12 Drug-Free Workplace Regulations**  
Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

**Article 13 Duplication of Benefits**  
Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

**Article 14 Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**  
Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

- Article 15**     **E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety**  
Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.
- Article 16**     **Energy Policy and Conservation Act**  
Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
- Article 17**     **False Claims Act and Program Fraud Civil Remedies**  
Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801- 3812, which details the administrative remedies for false claims and statements made.)
- Article 18**     **Federal Debt Status**  
All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
- Article 19**     **Federal Leadership on Reducing Text Messaging while Driving**  
Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.
- Article 20**     **Fly America Act of 1974**  
Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

- Article 21**     **Hotel and Motel Fire Safety Act of 1990**  
Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a
- Article 22**     **John S. McCain National Defense Authorization Act of Fiscal Year 2019**  
Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons
- Article 23**     **Limited English Proficiency (Civil Rights Act of 1964, Title VI)**  
Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.
- Article 24**     **Lobbying Prohibitions**  
Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

**Article 25 National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans

**Article 26 Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

**Article 27 Non-Supplanting Requirement**

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

**Article 28 Notice of Funding Opportunity Requirements**

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

**Article 29 Patents and Intellectual Property Rights**

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

**Article 30 Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

**Article 31 Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**Article 32 Reporting of Matters Related to Recipient Integrity and Performance**

**General Reporting Requirements:** If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

**Article 33 Reporting Subawards and Executive Compensation**

Reporting of first tier subawards. Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

**Article 34 Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was

manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below. (a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the "Build America, Buy America" provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

## **Article 35**

### **SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

- Article 36 Terrorist Financing**  
Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
- Article 37 Trafficking Victims Protection Act of 2000 (TVPA)**  
Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.
- Article 38 Universal Identifier and System of Award Management**  
Requirements for System for Award Management and Unique Entity Identifier  
Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.
- Article 39 USA PATRIOT Act of 2001**  
Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.
- Article 40 Use of DHS Seal, Logo and Flags**  
Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- Article 41 Whistleblower Protection Act**  
Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

**Article 42****Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

**Article 43****Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

**Article 44****Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to [ASK-GMD@fema.dhs.gov](mailto:ASK-GMD@fema.dhs.gov) if you have any questions.

**Article 45****Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

**Article 46****Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

**Article 47****Indirect Cost Rate**

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

**Article 48****Award Performance Goals**

FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

**Article 49****EHP Compliance Review Required**

Under the Modification to a Facility, Equipment, or a component in the Wellness and Fitness Activity, this award includes work, such as ground disturbance, that triggers an EHP compliance review. The recipient is prohibited from committing, obligating, expending, or drawing down FY21 Assistance to Firefighters Grant funds in support of the Modification to Facility, Equipment or a component in the Wellness and Fitness Activity that requires the EHP compliance review, with a limited exception for any approved costs associated with the preparation, conducting, and completion of required EHP reviews. See the FY21 Assistance to Firefighters Grant NOFO for further information on EHP requirements and other applicable program guidance, including FEMA Information Bulletin No. 404. The recipient is required to obtain the required DHS/FEMA EHP compliance approval for this project pursuant to the FY21 Assistance to Firefighters Grant NOFO prior to commencing work for this project. DHS/FEMA will notify you when the EHP compliance review is complete, and work may begin. If the recipient requests a payment for one of the activities requiring EHP compliance review, FEMA may not make a payment for that work while the EHP compliance review is still pending. If FEMA discovers that work has been commenced under one of those activities prematurely, FEMA may disallow costs incurred prior to completion of the EHP compliance review and the receipt of DHS/FEMA approval to begin the work. Please contact your DHS/FEMA AFG Help Desk at 1-866-274-0960 or [FireGrants@fema.dhs.gov](mailto:FireGrants@fema.dhs.gov) to receive specific guidance regarding EHP compliance. If you have questions about this term and condition or believe it was placed in error, please contact the relevant Preparedness Officer.

## Obligating document

<b>1. Agreement No.</b> EMW-2021-FG-01774	<b>2. Amendment No.</b> N/A	<b>3. Recipient No.</b> 616000943	<b>4. Type of Action</b> AWARD	<b>5. Control No.</b> WX00794N2023T		
<b>6. Recipient Name and Address</b> MADISON CO FISCAL COURT 135 W IRVINE ST RICHMOND, KY 40475		<b>7. Issuing FEMA Office and Address</b> Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		<b>8. Payment Office and Address</b> FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
<b>9. Name of Recipient Project Officer</b> Glenna Smith		<b>9a. Phone No.</b> 8593142166	<b>10. Name of FEMA Project Coordinator</b> Assistance to Firefighters Grant Program		<b>10a. Phone No.</b> 1-866-274-0960	
<b>11. Effective Date of This Action</b> 02/23/2023	<b>12. Method of Payment</b> OTHER - FEMA GO	<b>13. Assistance Arrangement</b> COST SHARING		<b>14. Performance Period</b> 03/02/2023 to 03/01/2025 <b>Budget Period</b> 03/02/2023 to 03/01/2025		
<b>15. Description of Action a. (Indicate funding data for awards or financial changes)</b>						
<b>Program Name Abbreviation</b>	<b>Assistance Listings No.</b>	<b>Accounting Data(ACCS Code)</b>	<b>Prior Total Award</b>	<b>Amount Awarded This Action + or (-)</b>	<b>Current Total Award</b>	<b>Cumulative Non-Federal Commitment</b>
AFG	97.044	2023-FD-GB01 - P410-xxxx-4101-D	\$0.00	\$25,203.89	\$25,203.89	\$2,520.40
Totals			\$0.00	\$25,203.89	\$25,203.89	\$2,520.40
<b>b. To describe changes other than funding data or financial changes, attach schedule and check here:</b> N/A						
<b>16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)</b> This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
PAMELA WILLIAMS, Assistant Administrator, Grant Programs	02/23/2023



11208 JOHN GALT BLVD  
 OMAHA, NE 68137-2354  
 (402) 593-0101

# Sales Order Agreement

Sales Quotation #: S2275

1st Election Date: May 7, 2024

Estimated Delivery Date: January 2024

Phone Number: 859-624-4703

Fax Number: N/A

Customer Contact, Title: Kenny Barger - County Clerk

Customer Name: Madison County, Kentucky

Type of Sale:  NEW  
 Type of Equip:  NEW  REFURBISHED

Bill To:  
Madison County, Kentucky  
Kenny Barger - County Clerk  
321 N. Madison Avenue  
Richmond, KY 40475

Ship To:  
Madison County, Kentucky  
Kenny Barger - County Clerk  
321 N. Madison Avenue  
Richmond, KY 40475

Item	Description	Qty	Price	Total
1	ExpressVote BMD ExpressVote Universal Voting System: ExpressVote BMD with Internal Backup Battery, ADA Keypad, Headphones, Power Supply with AC Cord, and One (1) Standard 4GB Memory Device	40	\$3,660.00	\$146,400.00
2	ExpressVote BMD ExpressVote Quad Cart	10	\$4,491.00	\$44,910.00
3	ExpressVote BMD Equipment Installation	40	\$120.00	\$4,800.00
4	Shipping Shipping & Handling	1	\$4,130.00	\$4,130.00

Freight Billable: yes  no

Order Subtotal \$ 200,240.00  
 Customer Discount (\$15,600.00)  
 Order Total \$ 184,640.00

Rob Wiebusch  
 Regional Sales Manager

*[Signature]* 12-5-2027  
 Customer Signature Date  
Judge Executive  
 Title

V.P. of Finance Date

<b>Payment Terms</b>	\$92,320.00 of Order Total will be invoiced upon Contract Execution.
	\$92,320.00 of Order Total will be Invoiced as Equipment is provided to Customer.
	Invoices are due net 30 from receipt of Invoice.
	Note 1: Any applicable state and local taxes are not included, and are the responsibility of the Customer.
<b>Warranty Period (Years):</b>	One (1) Year From Equipment Delivery
<b>Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period)</b>	
The terms, conditions, and pricing for the Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period) are set forth in Exhibit A attached hereto.	

SEE GENERAL TERMS



11208 JOHN GALT BLVD  
 OMAHA, NE 68137-2364  
 (402) 593-0101

# Sales Order Agreement

Sales Quotation #: S2275

1st Election Date: May 7, 2024

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3	ExpressVote BMD <small>Equipment Installation</small>	40	\$120.00	\$4,800.00
4	Shipping <small>Shipping &amp; Handling</small>	1	\$4,130.00	\$4,130.00

Freight Billable: yes  no

<b>Order Subtotal</b>	<b>\$ 200,240.00</b>
<b>Customer Discount</b>	<b>(\$15,600.00)</b>
<b>Order Total</b>	<b>\$ 184,640.00</b>

Rob Wiebusch  
 Regional Sales Manager

\_\_\_\_\_  
 V.P. of Finance                      Date

\_\_\_\_\_  
 Customer Signature                      Date

\_\_\_\_\_  
 Title

**Payment Terms**

\$92,320.00 of Order Total will be invoiced upon Contract Execution.  
 \$92,320.00 of Order Total will be invoiced as Equipment is provided to Customer.  
 Invoices are due net 30 from receipt of invoice.  
 Note 1: Any applicable state and local taxes are not included, and are the responsibility of the Customer.

**Warranty Period (Years):**      One (1) Year From Equipment Delivery

**Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period)**  
 The terms, conditions, and pricing for the Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period) are set forth in Exhibit A attached hereto.

SEE GENERAL TERMS

## GENERAL TERMS

### 1. Definitions:

All capitalized terms used, but not otherwise defined, in these Hardware Purchase and Software License Terms ("General Terms") or in an Exhibit shall have the following meanings:

- a. "Documentation" means any and all written or electronic documentation furnished or generally made available to Customer by ES&S relating to the ES&S Hardware and ES&S Software, including any operating instructions, user manuals or training materials.
- b. "ES&S Firmware" means ES&S' proprietary software which is installed on the ES&S Hardware.
- c. "ES&S Hardware Maintenance Services" and "ES&S Software License, Maintenance and Support Services" means those services described on Exhibit A.
- d. "ES&S Software" means the ES&S Software and ES&S Firmware as set forth on the front side of this agreement.
- e. "ES&S Hardware" means ES&S's proprietary vote tabulation hardware set forth on the front side of this Agreement.
- f. "Software" means ES&S Software and Third-Party software.
- g. "Third-Party Items" means hardware, equipment and software manufactured and developed by parties other than ES&S.

2. **Hardware Purchase and Software License Terms.** Subject to the terms and conditions of this Sales Order Agreement ("Agreement"), ES&S agrees to sell and/or license, and Customer agrees to purchase and/or license, the ES&S Hardware and ES&S Software described on the front side of this Agreement. The payment terms for the ES&S Hardware and ES&S Software are set forth on the front side of this Agreement. The consideration for ES&S' grant of the license during the Initial License Term for the ES&S Firmware is included in the cost of the ES&S Hardware.

a. **Hardware Purchase.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell, and Customer agrees to purchase, the ES&S Hardware. Title to the ES&S Hardware shall pass to Customer when Customer has paid ES&S the total amount set forth on the front side of this Agreement for the ES&S Hardware.

b. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time, part time or temporary employees to use the ES&S Software and the Documentation in the Jurisdiction while Customer is using the ES&S Hardware and timely pays the applicable annual ES&S Software License, Maintenance and Support Fees set forth on Schedule A1. The licenses allow such bona fide employees to use and copy the ES&S Software (in object code only) and the Documentation, in the course of operating the ES&S Hardware and solely for the purposes of defining and conducting elections and tabulating and reporting election results in the Jurisdiction.

3. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

- a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;
- b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party without ES&S' prior written consent; or
- c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent;
- d. Cause or permit any review, testing, examination, or audit of the ES&S Software without ES&S' prior written consent; or
- e. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the ES&S Software (except finished ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

4. **Term of Licenses.** The licenses granted in Section 2(b) shall commence upon the delivery of the ES&S Software described in Section 2(b) and shall continue for a one (1) year period (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on the front side of this Agreement. The license terms for any License Renewal Term shall be set forth on Exhibit A. ES&S may terminate any of the licenses granted hereunder if Customer fails to pay the consideration due for, or breaches Sections 2(b), 3, or 9 with respect to, such licenses. Upon the termination any of the licenses granted in Section 2(b) for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

5. **Updates.** During the Initial License Term or any License Renewal Term for which Customer has paid the associated renewal fees, ES&S may provide new releases, upgrades, or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule solely defined by ES&S. Customer is solely responsible for obtaining and purchasing any upgrades or Third-Party Items required to operate the Updates, as well as the cost of any replacements, retrofits or modifications to the ES&S Hardware which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Updates

to the ES&S Firmware will be incorporated by ES&S into a regularly scheduled preventative maintenance event at no additional charge to Customer. If Customer requests installation of an Update at a time other than a regularly scheduled preventative maintenance event, then Customer shall execute and deliver to ES&S a purchase order therefor and ES&S shall charge Customer accordingly for such installation. ES&S shall also charge Customer at its then-current rates to: (i) train Customer on Updates, if such training is requested by Customer and (ii) if applicable, provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Notwithstanding the foregoing, Customer shall pay ES&S to install all ES&S Tabulation Software Updates. If applicable, Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install the most recent Update provided to it by ES&S. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. In the event that any Updates are required due to changes in state law, ES&S reserves the right to charge Customer for the following:

- (i) the total cost of any Third-Party Items that are required in order to operate the Updates;
- (ii) the total cost of any replacements, retrofits or modifications to the ES&S Hardware contracted for herein that may be developed and offered by ES&S in order for such ES&S Hardware to remain compliant with applicable laws and regulations; and
- (iii) Customer's pro-rata share of the costs of designing, developing and/or certification by applicable federal and state authorities of such state mandated Updates.

Customer's pro-rata share of the costs included under subsection (iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or ES&S Hardware and/or ES&S Software purchased and licensed by Customer under this Agreement. Customer shall pay ES&S the entire costs incurred for design, development and certification of any Update which is required due to a change in local law or is otherwise requested or required by Customer.

6. **Delivery; Risk of Loss.** The Estimated Delivery Dates and First Election Use (if any) set forth on the front side of this Agreement are estimates and may only be established or revised, as applicable, by the parties, in a written amendment to this Agreement, because of delays in executing this Agreement, changes requested by Customer, product availability and other events. ES&S will notify Customer of such revisions as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Hardware and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Hardware and ES&S Software and shall name ES&S as an additional insured thereunder and, at ES&S' request, shall deliver written evidence thereof to ES&S until all amounts payable to ES&S under this Agreement have been paid by Customer.

### 7. Warranty.

a. **ES&S Hardware/ES&S Software.** ES&S warrants that for a one (1) year period (the "Warranty Period"), it will repair or replace any component of the ES&S Hardware or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. The Warranty shall not include the repair or replacement of any ES&S Hardware components that are consumed in the normal course of operating the ES&S Hardware, including, but not limited to, headphones and headphone protective covers, protective coatings, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"). ES&S may modify and make available additional Consumables as they may become available from time to time. The Warranty shall not include the repair or replacement of any ES&S Hardware due to cosmetic damages, including, but not limited to, screen cracks, scratches, dents and broken plastic or any defects resulting from normal wear and tear. ES&S has no obligation under this Agreement to assume the obligations under any existing or expired warranty for a Third-Party Item. Any repaired or replaced item of ES&S Hardware or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the ES&S Hardware or ES&S Software will become the property of ES&S. This warranty is effective provided that (i) Customer notifies ES&S within three (3) business days of the discovery of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (ii) the ES&S Hardware or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (iii) the ES&S Hardware or ES&S Software to be repaired or replaced has been maintained or repaired by an individual other than an authorized representative of ES&S (iv) the ES&S Hardware or ES&S Software to be repaired or replaced has not been used, displayed, disseminated, transferred, loaned, disassembled, dismantled, modified, and/or tampered with by a third party without ES&S prior written consent (v) the ES&S Hardware or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, liquid contact, use of adhesive materials on ballots, use which is not in accordance with the Documentation or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (vi) Customer has installed and is using the most recent Update provided to it by ES&S. This warranty is void for any units of hardware which: (i) have not been stored or operated in a temperature range according to their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. Upon expiration of the Warranty Period, Customer shall be entitled to receive Hardware Maintenance and Software Maintenance and Support Services, the terms of which are set forth on Exhibit A.

b. **Exclusive Remedies/Disclaimer.** IN THE EVENT OF A BREACH OF SUBSECTION 7(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN THE EVENT CUSTOMER DECLINES ES&S' INSTALLATION AND ACCEPTANCE TESTING SERVICES OR IN ANY WAY AT ANY TIME ALTERS, MODIFIES OR CHANGES ANY HARDWARE, SOFTWARE, THIRD-PARTY ITEMS AND/OR NETWORK (COLLECTIVELY "SYSTEM") CONFIGURATIONS WHICH HAVE BEEN PREVIOUSLY INSTALLED BY ES&S OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH RESPECT TO THE SYSTEM PURCHASED, LEASED, RENTED

AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.

8. **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special, or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the ES&S Hardware or ES&S Software; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent update provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the ES&S Software Maintenance and Support.

9. **Proprietary Rights.** Customer acknowledges and agrees as follows:

ES&S owns the ES&S Software, all Documentation provided by ES&S, the design and configuration of the ES&S Hardware and the format, layout, measurements, design, and all other technical information associated with the ballots to be used with the ES&S Hardware. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Hardware, the ES&S Software, the Documentation, and ballots that are provided, and all permitted copies of the foregoing.

10. **Termination.** This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party.

11. **Excusable Nonperformance.** Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

12. **Notice.** Any notice or other communication required or permitted hereunder shall be in writing and will be deemed given when (a) delivered personally, (b) sent by confirmed email, (c) sent by commercial overnight courier (with written verification of receipt) or (d) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses or email address set forth on such signature page unless other names or addresses are provided by either or both parties in accordance herewith.

13. **Disputes.**

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 days, ES&S may suspend performance under this Agreement until such amount is paid. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

14. **Assignment.** Except in the case of a reorganization of the assets or operations of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S or any business operations thereof to a successor who has asserted its intent to continue the applicable business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

15. **Compliance with Laws.** ES&S warrants to Customer that, at the time of delivery, the ES&S Hardware and ES&S Software sold and licensed under this Agreement will comply with all applicable requirements of federal and state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state authorities for use in Customer's state. The ES&S Hardware and ES&S Tabulation Software, including all components will be provided to Customer with a hardened network in accordance with the guidelines of the United States Election Assistance Commission. In the event Customer fails to maintain the ES&S Software in the hardened network or allows any internal or external access to the hardened network, Customer agrees to indemnify and hold harmless ES&S from and against any and all claims, damages, losses, liens, obligations, liabilities, judgments, assessed damages, costs, expenses (including reasonable attorney's fees) and the like arising out of or related to the Customer's breach of its obligations hereunder.

16. **Voting System Reviews.** In the event that the Jurisdiction or the State require any future reviews or examinations ("Reviews") of current or previous versions of state-certified ES&S voting systems or components thereof that are not otherwise required as a result of any changes or modifications voluntarily made by ES&S to the ES&S Software and/or ES&S Hardware licensed and sold hereunder, Customer shall be responsible for:

(i) Customer's pro-rata share of such Review costs;

(ii) Customer's pro-rata share of the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any mandated modifications to the ES&S Hardware and/or ES&S Software that may result from such Reviews; and

(iii) the total cost of any Third-Party Items that are required in order for the ES&S Hardware and/or ES&S Software to satisfy any new requirements resulting from such Reviews in order to remain certified;

Customer's pro-rata share of the costs included under subsections 16(ii) and 16(iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the ES&S Hardware and/or ES&S Software purchased and licensed by Customer under this Agreement.

17. **Customer Enhancements.** In the event that Customer requests any future enhancements of the ES&S Hardware and/or ES&S Software ("Enhancements"), such requests shall be submitted in writing to ES&S. ES&S will evaluate each of the Enhancements to determine if any of such Enhancements are technologically feasible, commercially reasonable and consistent with ES&S's security protocol and procedures. In the event that ES&S determines that any of such Enhancements meet the foregoing requirements, then ES&S shall prepare a scope of work which shall include an estimated timeline and the estimated costs for design, development, testing, certification and implementation of such Enhancements (the "SOW"). ES&S shall provide the SOW to Customer for review and written approval. After ES&S's receipt of written approval of the SOW by Customer, ES&S shall prepare a written change order for Customer's execution. ES&S shall solely own and retain any and all intellectual proprietary rights in any Enhancements developed and provided to Customer.

18. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors, and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form, or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment, or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing equipment, software, and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the equipment, software, or services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, 7(b), 8-9, 12, 13(b), 14-16, and 18 of these General Terms shall survive any termination or expiration of this Agreement, to the extent applicable.

**EXHIBIT A**  
**ES&S HARDWARE MAINTENANCE AND**  
**SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES**  
**(POST-WARRANTY PERIOD)**

**ARTICLE I**  
**GENERAL**

1. **Term; Termination.** This Exhibit A for ES&S Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Schedule A1 (the "Initial Post-Warranty Term"). Upon expiration of the Initial Post-Warranty Term, this Exhibit A shall automatically renew for an unlimited number of successive **Two-Year Periods** (each a "Renewal Period") until this Exhibit A is terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least thirty (30) days prior to the end of the Initial Post-Warranty Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Exhibit A, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the ES&S Hardware Maintenance Services contemplated hereunder, (d) the date on which the ES&S Hardware or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Exhibit A. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this is Exhibit A is terminated pursuant to subsection 1(c) or 1(d) above.

2. **Fees.** In consideration for ES&S' agreement to provide ES&S Hardware Maintenance and Software License, Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the ES&S Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Schedule A1 for the Initial Post-Warranty Term. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Initial Post-Warranty Term are due as set forth on Schedule A1. ES&S may increase the Hardware Maintenance and Software License, Maintenance and Support Fees for a Renewal Period by not more than 10% of the amount of the most recent Fees paid by Customer. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during the Initial Post-Warranty Term or any Renewal Period thereof, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services.

**ARTICLE II**  
**HARDWARE**

1. **Maintenance Services.** The ES&S Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S Hardware set forth on Schedule A1 (the "Products") shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "Routine Maintenance Services". Routine Maintenance Services shall be provided once each **Twenty-Four (24) Months** during the Initial Post-Warranty Term or any Renewal Period thereof.

Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Hardware components that are consumed in the normal course of operating the ES&S Hardware, including, but not limited to, headphones and headphone protective covers, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"). ES&S may modify and make available additional Consumables as they may become available from time to time. Customer may request that Routine Maintenance Services be performed more than once during the Initial Post-Warranty Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Schedule A1 and shall be due within thirty (30) days after invoice date. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the ES&S Hardware Maintenance Services.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) use, modification, dismantling, disassembly, or transfer to third party without ES&S's prior written consent, (3) accident, theft, vandalism, neglect, abuse, liquid contact, use of adhesive materials on ballots or use that is not in accordance with instructions or specifications furnished by ES&S or (4) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Schedule A1.

iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed

pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, headphones and headphone protective covers, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"), or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for ES&S Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide ES&S Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for ES&S Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days within the Term for which such fee was paid and the denominator of which is the total number of days within the Term.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Post-Warranty Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide ES&S Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all ES&S Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Environmental Conditions.** Products should be stored in a clean, dry and secure environment. During the storage and operation of the Products, the temperature and moisture ranges should be maintained in accordance with the Products' Documentation.

f. **Reinstatement of ES&S Hardware Maintenance Services; Inspection.** If the Initial Post-Warranty Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving ES&S Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any ES&S Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any ES&S Hardware Maintenance Services with respect to such Product(s).

### **ARTICLE III**

#### **SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES**

1. **License and Services Provided.** ES&S shall provide license, maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software, to allow Customer to continue to license and use the software in accordance with the license terms set forth in Sections 2-4 of the General Terms as well as to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software License,

Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Schedule A1.

2. **Updates.** During the Initial Post-Warranty Term and any Renewal Period thereof, ES&S may continue to provide Updates in accordance with the terms of Section 4 of the General Terms. Unless otherwise agreed to by the parties, and subject to Customer's prior execution of a purchase order therefor, ES&S shall install ES&S Firmware Updates in accordance with Section 4 of the General Terms. Updates to the ES&S Firmware will be incorporated by ES&S into a regularly scheduled preventative maintenance event at no additional charge to Customer. If Customer requests installation of an Update at a time other than a regularly scheduled preventative maintenance event, then Customer shall execute and deliver to ES&S a purchase order therefore and ES&S shall charge Customer accordingly for such installation. ES&S shall also charge Customer at its then-current rates to; (i) train Customer on Updates, if such training is requested by Customer and (ii) if applicable, provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Notwithstanding the foregoing, Customer shall pay ES&S to install all ES&S Software Updates.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) use, modification, dismantling, or transfer to third party without ES&S's prior written consent, (c) accident, theft, vandalism, neglect, abuse, liquid contact or use that is not in accordance with the Documentation, (d) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (e) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, or (f) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software and/or Third-Party Items or any services required in order to replace the same as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title, and interest in and to all corrections, programs, information, and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Exhibit A, including all proprietary rights therein or based thereon. Subject to the payment of all Software License, Maintenance and Support Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information, and work product that ES&S actually delivers to Customer pursuant to this Exhibit A. All licensed items shall be deemed to be ES&S Software for purposes of this Exhibit A. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Exhibit A.

5. **Reinstatement of Software License, Maintenance and Support.** If the Initial Post-Warranty Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, which would have been due to ES&S had the Initial Post-Warranty Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services.

**Schedule A1**  
**Pricing Summary**

<b><u>Sale Summary:</u></b>		
<b>Description</b>	<b>Refer To</b>	<b>Amount</b>
ES&S Hardware Maintenance Fees	ES&S Hardware Maintenance Description and Fees Below	\$8,800.00
ES&S Firmware License, Maintenance and Support Fees	ES&S Firmware License, Maintenance and Support Description and Fees Below	\$6,000.00
<b>Total Maintenance Fees for the Initial Post-Warranty Term:</b>		<b>\$14,800.00</b>
<b><u>Terms &amp; Conditions:</u></b>		
<b>Note 1:</b> Any applicable state and local taxes are not included and are the responsibility of Customer.		
<b>Note 2: <u>Invoicing and Payment Terms are as follows:</u></b>		
ES&S shall Invoice Customer annually for each year of the Initial Post-Warranty Term.		
Payment is due before the start of each period within the Initial Post-Warranty Term.		

## ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

Initial Post-Warranty Term: Expiration of the Warranty Period through the **second** anniversary thereof

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee In Total
40	ExpressVote BMD	Year 1	\$110.00	\$4,400.00
40	ExpressVote BMD	Year 2	\$110.00	\$4,400.00
<b>Total Hardware Maintenance Fees for the Initial Post-Warranty Term</b>				
				<b>\$8,800.00</b>

**Note 1:** The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 24-month period shall be 75% of the then current maintenance fee per unit.

**Note 2:** Surcharge for Emergency Repair Services shall be the daily maintenance service rate in effect at the time such service is requested.

**Note 3:** Customer's Designated Location: **Madison County, Kentucky**

**Note 4:** The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.

### ES&S Hardware Maintenance Services Provided by ES&S Under this Schedule A1

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.
  - Onsite scheduled maintenance inspection per Article II, Section 1(a). The Inspection includes:
    - Service performed by an ES&S trained and certified technician.
    - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
    - Replacement of worn or defective parts with new or remanufactured federally and state certified parts.
    - Conducting a final test to verify that the unit is working according to manufacturer's specifications.
    - Use of a checklist tailored for each piece of ES&S Tabulation Hardware.
5. Repair Services.

- Customer will receive coverage for interim repair calls.
  - Interim repair calls may be provided during a scheduled Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity to Customer's location if such repairs are not election critical.
  - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.

6. Priority Services.

- Customer has access to the ES&S Help Desk for assistance.
- The customer receives priority on service calls.
- The customer receives priority on response time.
- The customer receives priority on certified ES&S parts inventory.

**Note:** Except for those ES&S Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other ES&S Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES  
FIRMWARE**

Initial Post-Warranty Term: Expiration of the Warranty Period through the **second** anniversary thereof

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee in Total
40	ExpressVote BMD	Year 1	\$75.00	\$3,000.00
40	ExpressVote BMD	Year 2	\$75.00	\$3,000.00
<b>Total Firmware License, Maintenance and Support Fees for the Initial Post-Warranty Term</b>				<b>\$6,000.00</b>

**Software License, Maintenance and Support Services Provided by ES&S under the Agreement**

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

**Note:** Except for those Software License, Maintenance and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support services to the Customer unless previously agreed upon by the parties.

**Software License, Maintenance and Support and ES&S Hardware Maintenance and Support Services – Customer Responsibilities**

1. Customer shall have completed a full software training session for each product selected.
  - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
  - Customer shall have the ability to install hardware firmware and make changes to date and time settings.
  - Customer shall have the ability to change accessible consumable items on hardware. Any other changes made by the customer must be pre-approved in writing by ES&S.
2. Customer shall have reviewed a complete set of User Manuals.
3. Customer shall be responsible for the installation and integration of any third-party hardware or software application, or system purchased by the Customer, unless otherwise agreed upon, in writing, by the parties.
4. Customer shall be responsible for data extraction from Customer's voter registration system.

5. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Hardware and ES&S Software.
6. Customer shall be responsible for the acceptance of the ES&S Hardware and Software, unless otherwise agreed upon, in writing, by the parties.
7. Customer shall be responsible for the design, layout, set up, administration, maintenance, or connectivity of the Customer's network.
8. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Hardware and Software.
9. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.
10. Customer shall be responsible for the payment of additional or replacement Software CDs or DVDs requested by Customer. The price for such additional or replacement Software CDs or DVDs shall be at ES&S' then current rates.



Madison County Fiscal Court  
135 W. Irvine Street, Suite 300  
Richmond, KY 40475  
859-624-4700  
www.madisoncountky.gov

December 5, 2023

**Subject: Update to Madison County Temporary Courthouse Payment Agreement - Inclusion of Additional 7,670 Square Feet**

Dear Administrative Office of the Courts,

I hope this letter finds you well. I am writing to inform you of a recent change to our payment agreement for the Madison County Temporary Courthouse property located at 116 W. Main Street. This modification pertains to the rental of an additional 7,670 square feet of space on the aforementioned property.

As per our previous discussions, we have incorporated the extra square footage into our existing lease arrangement. This update has taken effect as of September 1, 2023.

The rent payment arrears for the Administrative Office of the Courts (the "AOC") in the amount of \$60,957.62 are now due to the Madison County Fiscal Court (the "County"). In addition, the AOC's monthly build-out payment arrears in the amount of \$1,295,000.00 are now due to the County, which includes the additional square footage (see attached spreadsheet).

These payments will satisfy the arrearage the AOC owes to the County. Beginning January 1, 2024, the AOC will make quarterly rent payments to the County in the amount of \$62,498.90 and quarterly build-out payments in the amount of \$277,500.00.

**Please remit payment to:**

**Madison County Fiscal Court  
P.O. Box 1120  
Richmond, KY 40476**

**-or-**

**Direct Deposit into MCFC General Fund: vendor code KY0033983**

If you require any further documentation or details regarding this update, please do not hesitate to reach out to us at 859-624-4700 or reagan.taylor@madisoncountky.gov. We value our ongoing business relationship and are committed to maintaining open lines of communication to address any questions or concerns you may have.

Thank you for your prompt attention to this matter, and we appreciate your cooperation in implementing this update to our payment agreement.

Sincerely,

Reagan Taylor  
Judge Executive

Reagan Taylor  
Judge Executive

James Brian Combs  
Magistrate District 1

Stephen Lochmueller  
Magistrate District 2

Billy Ray Hughes  
Magistrate District 3

Tom Botkin  
Magistrate District 4

<u>Chase Rent Collections Period</u>	<u>Date</u>	<u>Actual Rent Paid</u>	<u>New Rent Agreement</u>
November & December 22	7/20/2022	\$ (32,952.00)	\$ 41,666.66
Jan, Feb, March Q3 FY23	2/28/2023	\$ (49,428.00)	\$ 62,499.99
April, May, June Q4 FY23	3/30/2023	\$ (49,419.00)	\$ 62,499.99
July, Aug, Sept Q1 FY24	8/10/2023	\$ (49,482.00)	\$ 62,499.99
Oct, Nov, Dec Q2 FY24	10/2/2023	\$ (49,428.00)	\$ 62,499.99
		\$ (230,709.00)	\$ 291,666.62
<b>One Time Total Payout for Addl Sq Footage Due</b>	<b>1/1/2024</b>		<b>\$ 60,957.62</b>
<b>One Time Payment For Build Out Costs</b>			<b>Amount</b>
November & December 22			\$ 185,000.00
Jan, Feb, March Q3 FY23			\$ 277,500.00
April, May, June Q4 FY23			\$ 277,500.00
July, Aug, Sept Q1 FY24			\$ 277,500.00
Oct, Nov, Dec Q2 FY24			\$ 277,500.00
<b>One Time Total Payable For Build Out Due</b>	<b>1/1/2024</b>		<b>\$ 1,295,000.00</b>
<b>Monthly Build out Costs for Balance Owed</b>			
January FY24			\$ 92,500.00
February FY24			\$ 92,500.00
March FY24			\$ 92,500.00
April FY24			\$ 92,500.00
May FY24			\$ 92,500.00
June FY24			\$ 92,500.00
<b>Total Paid DUE BY June FY24</b>	<b>6/30/2024</b>		<b>\$ 555,000.00</b>
<b>Chase New Monthly Rent Payments</b>			
Jan, Feb, March Q3 FY24	1/1/2024		\$ 62,498.90
April, May, June Q4 FY24	4/1/2024		\$ 62,498.90
<b>Total Due in Rent Jan 2024 until June 2024</b>			<b>\$ 124,997.80</b>

**MADISON COUNTY FISCAL COURT  
MADISON COUNTY, KY  
RESOLUTION 2023-139**

**A RESOLUTION APPROVING LEASE AND ADDENDUM MODIFICATIONS  
TO A LEASE AGREEMENT BETWEEN MADISON COUNTY FISCAL COURT  
AND THE KENTUCKY ADMINISTRATIVE OFFICE OF THE COURTS.  
THIS RESOLUTION SUPERSEDES RESOLUTION 2023-122.**

WHEREAS, on May 1, 2022, the Madison County Fiscal Court (hereinafter the "County" or "Lessor") and the Administrative Office of the Courts (hereinafter "AOC" or the "Lessee") entered into a Lease Agreement for space for the Kentucky Court of Justice to operate the Circuit Court for Madison County on a temporary basis; and

WHEREAS, on May 1, 2022, the Parties entered into a Lease Addendum whereby the Lessor would be responsible for fitting up the leased premises per the specification in Paragraph 1 of the Lease Addendum; and

WHEREAS, on July 22, 2022, the Parties entered into Modification #1 to the Lease Addendum to add a third Circuit Judge suite on the second floor and a hearing room on the first floor of the Madison County Temporary Circuit Courthouse; and

WHEREAS, the AOC desires to lease additional space with revisions to the second floor and basement of the Madison County Temporary Circuit Courthouse; and

WHEREAS, the AOC began leasing the temporary court space on November 1, 2022. The rent payment arrears for the AOC in the amount of \$60,957.62 are now due to the County. In addition, the AOC's monthly build-out payment arrears in the amount of \$1,295,000.00 are now due to the County; which includes the additional square footage. The County's receipt of these payments will make the AOC's lease payments current through December 2023; and

WHEREAS, the Parties agree to the terms and specifications set forth in Lease Modification #1 and Lease Addendum Modification #2, and Exhibit A to retroactively go into effect September 1, 2023. All other terms and conditions of the Lease Agreement will remain the same; which are attached hereto this Resolution;

**NOW, THEREFORE, BE IT RESOLVED THAT THE FISCAL COURT DOES HEREBY APPROVE THIS RESOLUTION AND AUTHORIZES THE JUDGE EXECUTIVE AND/OR HIS DESIGNEE TO NEGOTIATE AND EXECUTE CONTRACTS ON BEHALF OF THE COUNTY.**

Motion made by Bothri, seconded by Lochmueller.

Vote:	Yes	No
Judge Executive Reagan Taylor	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Magistrate James Brian Combs	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Magistrate Stephen Lochmueller	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Magistrate Billy Ray Hughes	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Magistrate Tom Botkin	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Signed:

R. Taylor  
Reagan Taylor  
Madison County Judge Executive

11-28-2023  
Date

Attested:

Kenny Bagger  
Kenny Bagger  
Madison County Clerk

11-28-2023  
Date



LEASE ADDENDUM MODIFICATION 2

INTERNAL USE ONLY

PR#: 8482 Exhibit: \_\_\_\_\_  
COUNTY: MADISON  
Net Increase: \$239,590.5  
Annual Increase: \$221,160.5

PROPERTY ADDRESS: 116 WEST MAIN STREET, RICHMOND, KY 40475

LESSOR'S NAME: MADISON COUNTY FISCAL COURT

LESSOR'S PHONE: 859-624-4700

THIS LEASE ADDENDUM (hereinafter the "Addendum"), is entered into on the 1st day of September, 2023, by and between Madison County Fiscal Court (hereinafter the "Lessor") and the Kentucky Administrative Office of the Courts (hereinafter "AOC" or the "Lessee"), referred to collectively as the "Parties."

This MODIFICATION modifies the Lease Addendum dated May 1<sup>st</sup>, 2022 between the Parties, (hereinafter referred to as "Lease Addendum").

WHEREAS, on May 1, 2022, the AOC and the Madison County Fiscal Court entered into a Lease Agreement for space for the Kentucky Court of Justice to operate the Circuit Court for Madison County on a temporary basis;

WHEREAS, on May 1, 2022, the parties entered into a Lease Addendum whereby the Madison County Fiscal Court would be responsible for fitting up the leased premises per the specifications in Paragraph 1 of the Lease Addendum;

WHEREAS, on July 22, 2022, the parties entered into Modification #1 to the Lease Addendum to add a third Circuit Judge suite on the second floor and a hearing room on the first floor of the Madison County Temporary Courthouse;

WHEREAS, the AOC now desires to add an additional door between rooms 128 and 129, window screens for prisoner staging in room 131; VCT flooring to the second floor of the Madison County Temporary Courthouse; and add a grand jury room and law library;

WHEREAS, the Parties may amend the Lease as may be necessary, as provided in Paragraph 22 of the Lease;

NOW, THEREFORE, the Parties agree the Lease Addendum (PR8482) is hereby modified as follows:

The Parties agree as follows:

1. The Lessor must build out the Leased Premises per the final plans and specifications attached hereto and incorporated herein as Attachment A.
2. The AOC will reimburse the Lessor for the actual costs of the build-out of the Leased Premises as described in Paragraph 1, above, not to exceed \$1,850,000.00
  - a. Once documented, the cost shall be amortized over the remaining life of the Lease, currently estimated to be 13 months; these amortized payments shall be in addition to the Rent established in Paragraph 4 of the Lease; and may be made by separate check.

b. The AOC will not reimburse the Lessor for financing costs.

All other terms and conditions of the Lease Agreement remain the same. In the event the terms and conditions of this Addendum conflict with the terms and conditions of the Lease, the terms and conditions of the Addendum shall control.

LESSOR:

LESSEE:

RJ-30 -

Katie C. Comstock

LESSOR'S SIGNATURE DIRECTOR

DATE: 11/29/2023

DATE: 12/5/2023

RECOMMENDED BY:

Sonya Conway

DEPARTMENT OF COURT FACILITIES

APPROVED BY:

Carole Henderson

BUDGET DIRECTOR, AOC

Jenny H. Heston

DIRECTOR OF FINANCE AND ADMINISTRATION, AOC

REVIEWED BY:

Ryan W. Becker

LEGAL COUNSEL, AOC



**LEASE MODIFICATION #1**

**INTERNAL USE ONLY**

PR#: 8482 Exhibit: \_\_\_\_\_  
COUNTY: Madison  
Net Increase: \$52,283.60  
Annual Increase: \$43,569.67

PROPERTY ADDRESS: 116 WEST MAIN STREET, RICHMOND, KY 40475

LESSOR'S NAME: MADISON COUNTY FISCAL COURT

LESSOR'S PHONE: 859-624-4700

**THIS LEASE MODIFICATION** (hereinafter the "Modification"), is entered into on the **1st** day of **September 2023**, by and between **Madison County Fiscal Court** (hereinafter the "Lessor") and the **Kentucky Administrative Office of the Courts** (hereinafter "AOC" or the "Lessee"), referred to collectively as the "Parties."

**WHEREAS**, on **May 1, 2022**, the AOC and the **Madison County Fiscal Court** entered into a **Lease Agreement** for space for the **Kentucky Court of Justice** to operate the **Circuit Court for Madison County** on a temporary basis;

**WHEREAS**, on **May 1, 2022**, the parties entered into a **Lease Addendum** whereby the **Madison County Fiscal Court** would be responsible for fitting up the leased premises per the specifications in **Paragraph 1** of the **Lease Addendum**;

**WHEREAS**, on **July 22, 2022**, the parties entered into **Modification #1** to the **Lease Addendum** to add a **third Circuit Judge suite** on the **second floor** and a **hearing room** on the **first floor** of the **Madison County Temporary Courthouse**;

**WHEREAS**, on **XXX**, the parties entered into **Modification #2** to the **Lease Addendum** to add an additional door between rooms **128** and **129**, window screens for prisoner staging in room **131**; **VCT flooring** to the **second floor** of the **Madison County Temporary Courthouse**; and add a **grand jury room** and **law library** comprised of **3,534 square feet**;

**WHEREAS**, the **Modifications** to the **Lease Addendum** increased the total square footage to the leased premises such that a **Modification of the Lease Agreement** is warranted; and

**WHEREAS**, this **MODIFICATION** modifies the **Lease Agreement** dated **May 1, 2022** between the **Parties**, (hereinafter referred to as "**Lease Agreement**").

The Parties agree as follows:

1. Paragraph 3 of the **Lease Agreement** is hereby modified to increase the square footage of the leased premises to **24,146 square feet** to be used by the **Circuit Judge** and **Circuit Clerk** for **Warehouse, Office, and Courtroom**.
2. Paragraph 4 of the **Lease Agreement** is hereby modified to increase the annual rent for the leased premises to **\$249,995.60**, payable on a quarterly basis at the rate of **\$62,498.90 per quarter**.
3. The effective date of this **Lease Addendum** is **September 1, 2023**.

All other terms and conditions of the Lease Agreement remain the same. In the event the terms and conditions of this Addendum conflict with the terms and conditions of the Lease, the terms and conditions of the Addendum shall control.

LESSOR:

LESSEE:

RJ-30 -

Katie C. Comstock

LESSOR'S SIGNATURE DIRECTOR

DATE: 11/29/2023

DATE: 12/5/2023

RECOMMENDED BY:

Sanya Conway  
DEPARTMENT OF COURT FACILITIES

APPROVED BY:

Carole Henderson  
BUDGET DIRECTOR, AOC

Jenny [Signature]  
DIRECTOR OF FINANCE AND ADMINISTRATION, AOC

REVIEWED BY:

Ryan W. Becker  
LEGAL COUNSEL, AOC