

**Report from the Budget Committee**  
**Marco Ciocca, Chair**  
**Faculty Senate**

The committee met on 10/24/2018 in Science Bldg., Room 3136

The following topics were discussed:

1. Approval of the Minutes of 9-21-2018 meeting
2. Events surrounding the Trump Rally: details on the contract for the event.
3. Revenue vs. costs: Rental charge of the facility and cost of refurbishing (Power washing, replacing of lights etc). Costs of preparation: fencing, Police and security detail. Cleanup. Vendor Locations.

The following motion is presented for inclusion in the meeting of the Senate of Monday November 5:

***Motion** – As part of due diligence, in the interest of transparency and in order to help evaluate best practices in ECU policies, the Faculty Senate Budget Committee respectfully requests that the Administration provide a full and clear account of all revenues and costs associated with the October 13, 2018 event rental of Alumni Coliseum.*

As partial fulfillment of this request, please find also attached a pdf document about the charges and expenses related to Trump Rally.

In Attendance

M. Ciocca, B. Bentley, E. Liddell, J. Palmer, C. Pinion, B. Poynter, D. Whitehouse and M. Winslow. Absent with prior notice: S. Zeigler. Ms. J. Price, Director of Conferencing and Events, was invited to this meeting but did not attend nor gave notification.

Respectfully submitted,

Marco Ciocca

Thursday, November 1 2018



# Commonwealth of Kentucky

## MASTER AGREEMENT

### CONTRACT INFORMATION

**MASTER AGREEMENT NUMBER: MA 758 1600000368**

Effective Date: 8/10/15

Record Date: 7/3/18

Expiration Date: 8/9/19

Procurement Folder: 22112

Document Description: KENTUCKY STATE FAIR STAFFING -  
PARKING, SECURITY, TOLLBOOTH

Procurement Type: Standard Goods and Services

Cited Authority: Competitive Sealed Bidding-Goods and Services

Version Number: 1

### CONTACT INFORMATION

**ISSUER:**

April Bentley  
502-564-6524  
april.bentley@ky.gov

### VENDOR INFORMATION

**Name /Address:**

KY0019548: ANDY FRAIN SERVICES  
761 SHORELINE DR  
AURORA IL 60504

**Contact:**

CARLOS TORRES  
630-820-3820  
CTORRES@ANDYFRAIN.COM

### COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
1	0.00000		\$0.000000	\$0.00			\$0.00

STAFFING - PARKING, SECURITY, TOLLBOOTH-ANDY FRAIN

**Extended Description:**

See Emars Catalog

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**KENTUCKY STATE FAIR BOARD (KSFB)  
SECURITY GUARD AND PARKING PERSONNEL**

**MASTER AGREEMENT (MA) 758 1600000368  
REQUEST FOR BID (RFB) 758 1600000043  
REBID OF RFB 758 1500000866**

**VENDOR CONTACT INFORMATION:**

**MR. TERRY HATTON  
ANDY FRAIN SERVICES**  
215 Taylor Avenue  
**Bellevue, KY 41073**  
Phone #: (502) 741-6474  
Email: [THatton@andyfrain.com](mailto:THatton@andyfrain.com)

**COMMONWEALTH CONTACT INFORMATION:**

**April Madbak, CPPB  
Buyer**  
Office of Procurement Services (OPS)  
Finance and Administration Cabinet  
Room 096 New Capitol Annex  
702 Capital Avenue  
Frankfort, KY 40601-3448  
Phone #: (502) 564-6524  
Main Office Phone #: (502) 564-4510  
Office Fax #: (502) 564-1434  
E-mail: [april.madbak@ky.gov](mailto:april.madbak@ky.gov)

**TERMS AND CONDITIONS**

**MASTER AGREEMENT CONTRACT**

**Modification#7-2/12/2018-AMM**

This modification is issued in order to add Commodity Line#9-Unarmed, Uniformed Security Guard Services for the overtime rate for weekends and holidays at time and a half-\$21.68 for KET, vendor concurrence. No other changes have been made. All documentation is attached to the header and in the bid file.

**Modification#6-1/02/2018-AMM**

This modification is issued in order to add Kentucky Educational Television (KET-Department 545) to the contract per agency request, all parties concurring. Commodity

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Line#8 was added to the contract for use by KET located at 600 Cooper Drive, Lexington, KY 40502. The rate is \$14.45 per hour, per vendor quote, with overtime for weekends and holidays at time and a half. No other changes have been made.

All documentation is attached to the Header in Emars and in the Bid File.

**Modification#5-12/15/17-AMM**

This modification is issued in order to add Kentucky Department of Library and Archives (KDLA-Department 555) to the contract per agency request, all parties concurring. Commodity Line#7 was added to the contract for use by KDLA located at 300 Coffee Tree Road, Frankfort, KY 40601. The rate is \$14.00 per hour, per vendor quote. The Shipping and Billing Addresses were updated on Commodity Line#5 and Line#6 for Military Affairs. No other changes have been made.

All documentation is attached to the Header in Emars and in the Bid File.

**Modification#4-8/22/2017-AMM**

This modification is issued in order to renew the Master Agreement for a one-year period (August 10, 2017 to August 9, 2018) in accordance with the terms and conditions of the contract, all parties concurring, leaving two (2) renewal options remaining on this contract. The Emars Issuer ID and the Commonwealth Contact Information were updated from Garret Duff to April Madbak. The Department of Military Affairs (Dept 095) was added to the contract, per agency request, all parties concurring. Commodity lines# 5 and 6 were added for use by Military Affairs. No other changes have been made.

All documentation is attached to the Header and in the Bid File.

**Modification (08/09/2016):**

Renewed contract for one year in accordance with the terms and conditions. Removed SO 11-004 per SO 16-004. Removed Minimum Wage Section 34 per Executive Order 2015-049. All parties are in agreement. Supporting documents are attached to the header.

**Section 1**

**Scope of Master Agreement Contract**

The Office of Procurement Services issues Master Agreement Contract for the Kentucky State Fair Board (KSFB) for Security and Parking Personnel for the Kentucky State Fair.

**Section 2**

**Purpose**

The purpose of this Master Agreement Contract is to request that the Vendor provides these items under Master Agreement Contract to agencies as needed.

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### **Section 3**

#### **Initial Master Agreement Contract Period**

This Master Agreement Contract shall be an initial period of one (1) year from the date of award.

### **Section 4**

#### **Renewal Clause - Optional Renewal Period**

This Master Agreement Contract may be renewed at the completion of the initial Master Agreement Contract period for four (4) additional one-year periods. This renewal must have the written approval of the Vendor and the Office of Procurement Services. If this Master Agreement Contract provides for an optional renewal period, the Commonwealth of Kentucky reserves the right to renegotiate any terms and / or conditions as may be necessary to meet requirements for the renewal period. The Vendor will be advised of any proposed revisions prior to the renewal periods. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the contract in a renewal period.

### **Section 5**

#### **Recycle Requirements**

The Vendor is required to comply with Recycle Requirements for the purchase of goods, supplies, equipment, materials and printing with a minimum recycled content to the extent practicable per 200 KAR 5:330. This regulation can be viewed on the Internet at <<http://www.lrc.state.ky.us/kar/200/005/330.htm>>.

### **Section 6**

#### **Agency to be Served**

This Master Agreement Contract shall be for use by the following agency of the Commonwealth of Kentucky:

**Kentucky State Fair Board (KSFB)**

### **Section 7**

#### **Extending this Master Agreement Contract Use to Other Agencies**

The Office of Procurement Services reserves the right, with the consent of the Vendor, to offer this Master Agreement Contract to other state agencies requiring the product(s) or service(s).

### **Section 8**

#### **Political Subdivisions**

Under Kentucky Statutes, political subdivisions of this State including cities of all classes, counties, and school districts may participate in All State Agency Master Agreement Contracts to the same extent as agencies of the Commonwealth.

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## **Section 9**

### **Tax Exempt Status**

Do not include Federal Excise Tax, Kentucky Sales or Use Tax on invoices for this Master Agreement Contract.

## **Section 10**

### **Basis of Price Revisions**

PRICE ADJUSTMENTS: Unless otherwise specified, the prices established by this Master Agreement Contract shall remain firm for the contract period subject to the following:

A: Price Increases: A price increase will not be allowed during the first twelve (12) months of the contract. Only one (1) price increase will be allowed during the Contract period. The price increase must be based on industry wide price changes. The Contract holder must request in writing a price increase at least thirty (30) days prior to the effective date, and shall provide firm proof that the price increase(s) is justified. The Office of Procurement Services may request additional information or justification. If the price increase is denied, the Contract holder may withdraw from the Contract without prejudice upon written notice and approval by the Office of Procurement Services. Provided, however, that the Vendor must continue service, at the Contract prices, until a new Contract can be established (usually within sixty (60) days).

B: Price Decreases: The Master Agreement Contract price shall be reduced to reflect any industry wide price decreases. The Master Agreement Contract holder is required to furnish the Office of Procurement Services with notice of any price decreases as soon as such decreases are available.

C: Extended Contract Periods: If the Master Agreement Contract provides for an optional renewal period, a price adjustment may be granted at the time the Contract is renewed, subject to price increase justification as required in Paragraph A "Price Increases" as stated above.

## **Section 11**

### **Post Contract Agreements**

This Master Agreement Contract shall constitute the entire agreement between the State and the Vendor. Unless contractually provided, State agencies utilizing this Master Agreement Contract will not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of this Master Agreement Contract. Any such documents so obtained will be non-binding on the State and agents of the State and will be cause for breach of contract.

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## **Section 12**

### **Quantity Basis of Contract - Estimated Quantities**

Any and all quantities mentioned in Request or Bid (RFB) / Solicitation RFB 758 1600000043 are purely estimates, and are not to be implied nor inferred as being guarantees. The State is obligated to buy only that quantity needed by its agencies during the term of this Master Agreement Contract. Requirements may exceed the quantities shown and the Vendor will be required to furnish all requirements shown on Delivery Orders dated during the life of this Master Agreement Contract.

## **Section 13**

### **Distribution of Literature**

Upon request, the Vendor shall furnish State agencies and other public bodies with descriptive literature and service information for items awarded.

## **Section 14**

### **Vendor's Report**

The Vendor may be asked to furnish the Buyer, Office of Procurement Services, a report showing volume which has been sold to the Commonwealth and its using agencies each six (6) months of the Master Agreement Contract period. The report will include political subdivisions and university purchases. This report may be the Vendor's computer printout sheet or form. This shall apply to all items, which are to become a part of this Master Agreement Contract. This report must reference usage by brief description, product number or other format designated by the Office of Procurement Services (OPS).

## **Section 15**

### **Cancellation Clause - 30 Days Notice**

The Commonwealth may cancel this Master Agreement Contract by giving written notice thirty (30) calendar days prior to the effective cancellation date. In the event such action is taken, the Master Agreement Contract shall be null and void upon receipt of a Modification from the Office of Procurement Services canceling the Master Agreement Contract.

## **Section 16**

### **Exception to Required Use of Master Agreement Contract**

The establishment of this Master Agreement Contract is not intended to preclude the use of similar products when requested by the Agency. The Commonwealth of Kentucky reserves the right to contract for large requirements by using a separate solicitation.

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## **Section 17**

### **Service Performance**

All services performed under this Master Agreement Contract shall be in accordance with the terms and provisions of the Master Agreement Contract. It will be the Agency's responsibility to ensure that such services rendered are performed and are acceptable.

The relationship between the State and the Vendor is that of client and Vendor. No agent, employee, or servant of the Vendor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Vendor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Master Agreement Contract.

Major deviations of services performed will not be made without the written approval of the Office of Procurement Services. Problems that arise under any aspect of performance should first be resolved between the Vendor and the Agency. Either party should refer in writing any such problems and / or disagreements that cannot be resolved to the Office of Procurement Services for settlement.

## **Section 18**

### **Addition or Deletion of Items or Services**

The Office of Procurement Services reserves the right to add new and similar items, with the consent of the Vendor, to this Master Agreement Contract. The Office of Procurement Services to effect this change will issue a Master Agreement Contract Modification. Until such time as the Vendor receives a Modification, the Vendor shall not accept Delivery Orders from any agency referencing such items or services.

## **Section 19**

### **Agreement between Parties**

By submitting a Bid to Request For Bid (RFB) 758 1600000043, the Vendor acknowledges and agrees to be bound by the terms and conditions of the Solicitation.

The Vendor agrees that this Master Agreement Contract is the complete and exclusive statement of the agreement between the parties, which supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Solicitation. It is further agreed between the parties, that any valid modification of contractual agreement must be formalized by issuance of a Master Agreement Contract Modification from the Office of Procurement Services.

## **Section 20**

### **Funding-Out Provision**

The Vendor agrees that if funds are not appropriated to the agency or are not otherwise available for the purpose of making payments, the Agency shall be authorized,



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upon sixty (60) calendar days written notice to the Vendor, to terminate this Master Agreement Contract. The termination shall be without any other obligation or liability of any cancellation or termination charges, which may be fixed by the Master Agreement Contract.

## **Section 21**

### **Governmental Restrictions**

In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this Master Agreement Contract prior to delivery, it shall be the responsibility of the Vendor to notify the Office of Procurement Services in writing, indicating the specific regulation which requires such alterations. The Commonwealth reserves the right to accept any such alterations, including any subsequent price adjustments, or to cancel the Master Agreement Contract.

## **Section 22**

### **Payments**

The Vendor shall be paid, upon the submission of proper invoices to the receiving Agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a Vendor's invoice in accordance with KRS 45.453 and KRS 45.454.

## **Section 23**

### **Inspection**

All supplies, equipment, and services shall be subject to inspection or tests by the Commonwealth prior to acceptance. In the event supplies, equipment, or services are defective in material or workmanship or otherwise not in conformity with specified requirements, the Commonwealth shall have the right to reject the items or services or require acceptable correction at the Vendor's expense.

## **Section 24**

### **Subcontracts**

The Vendor is permitted to make subcontract(s) with any other party for furnishing any of the work or services herein. The Vendor shall be solely responsible for performance of the entire Master Agreement Contract whether or not subcontractors are used. The Commonwealth shall not be involved in the relationship between the Vendor and the subcontractor. Any issues that arise as a result of this relationship shall be resolved by the Vendor. All references to the Vendor shall be construed to encompass both the Vendor and any subcontractors of the Vendor.

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## Section 25

### **Federal Tax Exempt Purchases by the Commonwealth of Kentucky**

**Contracts Direct With Manufacturer:** In the event a manufacturer bids direct and is awarded a contract, the Office of Procurement Services shall request the contractor to furnish evidence of registration with the U.S. Internal Revenue Service. This registration shall be in accordance with the "Temporary Rules, 1958 Excise Tax Act". After such registration, individual Excise Tax Exemption Certificates are not necessary on each individual order issued against the contract by the Office of Procurement Services. Therefore, quoted prices must be exclusive of Federal Excise Taxes.

**Contract With Other Than Manufacturer:** If successful bidder is other than the manufacturer, the Office of Procurement Services will furnish a Tax Exemption Certificate with each individual order issued against this contract. Therefore, quoted prices must be exclusive of Federal Excise Taxes.

## Section 26

### **Equal Employment Opportunity Act**

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The Vendor shall comply with all terms and conditions of the Act. A copy of the EEO forms may be obtained by downloading them from the Finance website at <http://finance.ky.gov/services/eprocurement/Pages/VendorServices.aspx>. Select forms under **Attachment #4**.

Direct coordination with the EEO Office is approved to discuss EEO requirements and forms. Their phone number is (502) 564-2874 and fax (502) 564-1055.

**The Commonwealth will review the EEO Forms (or equivalent, if applicable) upon receipt. If a Vendor is under-utilized or in non-compliance, the Vendor shall receive notification from the Commonwealth. The Vendor shall have five (5) days from receipt of such notice to submit an affirmative action plan. Failure to submit an affirmative action plan within the timeframe specified may result in the disqualification of the Vendor's response. In any event, a Vendor shall not be eligible for an award of an Equal Employment Opportunity Act without being in compliance with the EEO requirements.**

If the Vendor is exempt from submitting the EEO Forms, the Vendor must state such in the bid. Exemption from EEO Form submission, under KRS 45.590, does not obviate any other requirements of KRS 45.570.

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## **Section 27**

### **Governing Law**

This Equal Employment Opportunity Act shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky and any litigation with respect to this Equal Employment Opportunity Act shall be brought in state or federal court in Franklin County, Kentucky.

## **Section 28**

### **Access to Records**

The Vendor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

## **Section 29**

### **Registration with the Secretary of State by a Foreign Entity**

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by [KRS 14A.9-010](#) to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under [KRS 14A.9-030](#) **therefore, foreign entities should submit a copy of their certificate with their solicitation response.** If the foreign entity is not required to obtain a certificate as provided in [KRS 14A.9-010](#), the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within [KRS 14A.1-070](#).

**For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.**

**Businesses can register with the Secretary of State at <https://secure.kentucky.gov/sos/ftbr/welcome.aspx> .**

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### **Section 30**

#### **Reduction in Contract Worker Hours**

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the contract will be reduced by the amount specified in that document.

### **Section 31**

#### **Accessibility**

Vendor hereby warrants that the products or services to be provided under this Contract comply with the accessibility requirements of section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Vendor further warrants that the products or services to be provided under this Contract comply with existing federal standards established under Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1193, to the extent the Vendor's products or services may be covered by that act. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention.

### **Section 32**

#### **Provisions for Termination of the Contract**

The Equal Employment Opportunity Act shall be subject to the termination provisions set forth in 200 KAR 5:312.

### **Section 33**

#### **Discrimination**

Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without

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regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions

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will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Section 34**

**ALL PROVISIONS OF REQUEST FOR BID (RFB) (758 1600000043) SHALL BE PART OF THIS MASTER AGREEMENT CONTRACT.**



**EASTERN KENTUCKY UNIVERSITY**  
*Serving Kentuckians Since 1906*

Office of Engagement & Regional Stewardship  
Conferencing & Events  
[www.conferencingandevents.eku.edu](http://www.conferencingandevents.eku.edu)  
Executive Director: Jill Price

521 Lancaster Avenue  
Perkins Building 202  
Richmond, KY 40475-3102  
Office: (859) 622-1937  
Toll Free: 1 (877) 358-6742  
Fax: (859) 622-1177

DATE: 09/26/2018  
Prepared by: Jesse Hood

**EVENT CONTRACT**

**A SIGNED COPY OF THIS AGREEMENT MUST BE RETURNED TO:  
EKU CONFERENCING & EVENTS**

**Mailing Address:**  
EKU Conferencing & Events  
521 Lancaster Avenue  
Perkins Building 202  
Richmond, KY 40475

**Personal Delivery:**  
Perkins Building  
Front desk

This Contract is made and entered into by and between Eastern Kentucky University (hereinafter referred to as "the University") and Donald J. Trump for President, Inc. (hereinafter referred to as "Group") for the purpose of setting forth the terms and conditions relating to services provided by University for the event identified a Political Rally (hereinafter referred to as "Event"), and the parties agree to the following Event Information:

Name of Group: Donald J. Trump for President, Inc.  
Event Title: Political Rally  
Event Date(s): Oct. 12<sup>th</sup> & Oct. 13<sup>th</sup>  
Meeting Space(s): Alumni Coliseum  
Time(s) of Event: All Day  
Number of Participants: 6100  
Audio/Visual Requests: TBD  
Group Direct Contact Name, Telephone & Email Address:

Bradley Crate  
725 5<sup>th</sup> Ave, New York, NY 10022

EKU Direct Contact: EKU Conferencing & Events 859-622-2001

**PAYMENT SCHEDULE:**

Group shall pay a non-refundable deposit of \$100 or 25%, whichever is greater, to reserve the Meeting Space(s) for the date and time requested. The deposit will be applied to the final balance. The balance shall be paid such that the University receives it no fewer than thirty (30) calendar days prior to the Event Date. If additional anticipated or unanticipated expenses are incurred including but not limited to direct costs and facility rental, the balance with



itemization shall be invoiced following the final Event Date. All indebtedness shall be paid within 30 calendar days of the invoice date. Appendix A to this Contract contains an estimated itemization of the total charges owed by Group. Making changes to the Event Information may change the amount owed.

**USE OF PREMISES:**

The University agrees to lease to Group only that portion of the facility which is described on Page 1 of this Contract as the "Meeting Space(s)," as well as all designated means of entry and egress and designated restroom facilities. The University shall not be responsible for any injuries or loss to property occurring as the result of Group's unauthorized use of other portions of the facility. Group shall use and occupy the premises for the sole purpose(s) stated above and for no other purpose without first obtaining the written consent of the University.

Group shall conform to and comply with all of the University's rules and regulations – specifically including, but not limited to, [University Policy 7.1.1P entitled "Scheduling of University Facilities and Outdoor Space,"](#) and shall obey all posted signage when using the premises. Group shall comply with applicable municipal, county, state and federal ordinances, laws, rules and regulations when using the premises. Group shall not use the premises so as to create any nuisance, or in such a manner as may tend to increase the risk of fire or rate of liability insurance on the premises. Group shall be billed the cost paid by the University for all expenses related to repair, replacement, and/or excessive cleaning to the premises arising out of Group's use. See Appendix B for additional expectations for use of premises.

Group shall vacate the premises by 12:00 a.m. on the final Event Date, including all breakdown, cleanup, and load out. If premises are not vacated by 12:00 a.m., an additional facility fee of \$100.00 per hour will be charged. Group shall not interfere with activities carried on by the University or other parties renting space within the same facility. University staff shall be permitted unlimited access to the Meeting Space at all times. All doors shall remain unlocked and free from obstruction. Pathways to emergency exits shall remain free and clear of unauthorized items. Doors that do not have doorstops affixed to them shall not be propped open.

Fire alarms and other emergency-related equipment are provided for the protection of the public and patrons of University facilities. Group will be notified of an emergency or threat to safety by an alarm or by University personnel. If necessary, the Meeting Space will be evacuated and Group will be directed to a designated area, where group should remain until University personnel instruct them to return to the Meeting Space.

Persons under the age of 18 shall be accompanied by an adult at all times. No animals shall be permitted within the Meeting Space other than service animals. Group shall notify University Conferencing & Events of any potentially dangerous or hazardous conditions observed by its members, whether pre-existing or occurring during the Event. Group shall notify University Conferencing & Events of any and all injuries and property damage – regardless of severity – that occur during the Event or during Event set-up, take-down, and load out. ECU is a Tobacco-Free Campus. The use of all forms of tobacco including vapor is prohibited on all University property, including the Meeting Space and adjoining sidewalks, parking lots, and parking structures. Any person observed to be using tobacco products on University property may be asked to leave the premises for the entire duration of the Event.

**EMPLOYEES AND AGENTS OF GROUP:**

Group's employees, staff, volunteers, and/or agents shall be held to all terms and conditions of the previous section, entitled "Use of Premises." If this Event will be attended by members of the ECU community or the community at large, Group shall engage employees, staff, volunteers, and/or agents who are courteous and respectful to the public. In the event Group's employees, staff, volunteers, and/or agents fail to meet this requirement, the identified individual(s) shall be immediately escorted from the premises.

**LIABILITY AND INSURANCE:**

Group shall defend, indemnify, and hold harmless the University, its governing board, agents, employees, and volunteers from and against any and all claims, actions, suits, procedures, expenses, demands, damages, costs, including reasonable attorney fees, and liability for injury to persons or damage to property arising out of Group's negligence or willful misconduct under the terms of this Contract or the negligence of any third party during the Event.



Group, at Group's expense, shall carry and maintain public liability insurance coverage for bodily injury and property damage liability, which shall be in full force and effect on the Event Date(s), with an insurance company acceptable to the University and authorized to do business in the Commonwealth of Kentucky, with limits of coverage of not less than one million dollars (\$1,000,000) for each incident and three million dollars (\$3,000,000) in the aggregate, for the benefit of both the University and Group as a protection against all liability claims arising from Group's use of the leased Meeting Space. Event date(s) must be listed on the proof of insurance. This certificate must be received by University Conferencing & Events no fewer than thirty (30) calendar days before the Event Date, or the event will be subject to cancellation.

Group shall provide the University with a certificate of such liability insurance coverage (such as an Acord Certificate) that lists the University as an Additional Insured: Yes: \_\_\_\_\_ No: \_\_\_\_\_

**NON-DISCRIMINATION:**

Group agrees not to discriminate in any manner on the basis of sex, race, creed, age, color, national origin, religious belief, disability, sexual orientation, military status, or other protected category of person. Group further agrees to comply with all non-discrimination laws and policies promulgated by the University and to which the University is subject.

**INDIVIDUALS WITH DISABILITIES:**

University Conferencing & Events works in conjunction with the University Office of Services for Individuals with Disabilities to provide accessibility options for all our clients. To ensure the provision of equal access, Group shall provide requests for accommodation to University Conferencing & Events at least thirty (30) calendar days prior to the Event Date. Although the University is committed to providing equal access for individuals with disabilities, it cannot guarantee the fulfillment of requests made fewer than thirty (30) calendar days prior to the Event Date. For more information about the University Office of Services for Individuals with Disabilities please visit [www.disabled.eku.edu](http://www.disabled.eku.edu).

**TERMINATION OF CONTRACT:**

Group may terminate this Contract by giving thirty (30) calendar days advance notice in writing (e-mail preferred). For cancellations made fewer than thirty (30) calendar days before the Event Date, Group shall forfeit its \$100 or 25% deposit. For cancellations made fewer than ten (10) calendar days before the Event Date, Group shall also be charged a cancellation fee of 50%, which shall be paid to the University within 30 calendar days of the invoice date. Deposits paid by group will be applied toward the cancellation fee. Notwithstanding the foregoing, the University acknowledges that Group is the authorized campaign committee of the President of the United States of America, and that Group may be forced to cancel or postpone the event at any time, upon prompt notice to the University, due to the President's obligations in relation to a pending or occurred national emergency or crisis (including natural disasters). In such case, Group's cancellation, no matter when made, shall not be charged a cancellation fee.

The University will attempt to honor reservations for campus facilities and/or outdoor space, but reserves the right to cancel, delay or reschedule all activities, events, academic or non-academic classes, scheduled through University Conferencing & Events, due to unforeseen circumstances including but not limited to inclement weather, mechanical breakdowns, interruptions in water and electrical service, construction, and act or regulation of government authority, strike, emergency, and safety and health concerns. If an event is cancelled, every effort will be made to reschedule the Event for an alternative mutually agreeable date based upon availability. The University is not responsible for any costs or damages suffered by Group as a result of such change or cancellation.

**Confidentiality:**

The parties agree not to disclose the negotiations, terms, or existence of this Contract to any third-party, through any medium, until such time as Group has formally announced the scheduling of the Event on its website, [www.donaldjtrump.com](http://www.donaldjtrump.com).

Initial 



**MISCELLANEOUS & SAFETY PROVISIONS:**

If Group fails to make payments as agreed under this Contract and legal recourse is necessary, Group shall pay the University its reasonable attorneys' fees, court costs, and all other expenses incurred in collecting or attempting to collect payment. The laws of the Commonwealth of Kentucky shall govern this agreement and the parties consent to the jurisdiction of the Franklin Circuit Court in all matters related to the interpretation and enforcement of this Contract. Should a court of competent jurisdiction declare any part of this Contract to be illegal or otherwise unenforceable, all other terms of this Contract shall survive and remain in effect.

If alcohol will be served at the event Group must acquire a "Request for Approval to Serve Alcoholic Beverages and Agreement" form from University Conferencing & Events office. This form must be completed and returned at least thirty (30) calendar days prior to the Event date, and must be approved by University Counsel.

**LiveSafe** is a mobile-safety app that affords the opportunity for consumers to summon emergency help, share safety information with others, **view a map of and obtain directions to locations on campus**. To get the app, download "LiveSafe" for free from Google Play or the App Store, register, fill out your profile, and verify your account, then select "Eastern Kentucky University". Also, The RAVE Emergency Notification System provides public safety information including, but not limited to weather, traffic, safety, and chemical situations to consumers via text, voice, and/or email messaging. To receive this information, go to <http://www.getrave.com/login/eku>, click the register button in the upper right hand corner, and register your information.

Group is hereby authorized by the University to sell political campaign merchandise in exchange for federal political contributions at the Event. The University agrees that Group shall be the sole and exclusive seller of such merchandise at the Event.

[Redacted] As such,

no law enforcement costs shall be coordinated by the University, charged through the University to Group, or shall otherwise be reimbursable expenses in connection with this Agreement. Group shall be permitted, as necessary, to provide private security contractors at its own expense to operate in conjunction with the event.

**This Contract, its Appendices, and Addendums (if any) constitute the entire agreement between the University and Group with respect to Group's use of the Meeting Space(s) for the Event, and it supersedes any and all prior agreements – oral and written – relating thereto. Any amendment of the Contract must be in writing and must be signed by a representative of both the University and Group.**

**UNIVERSITY CONFERENCING & EVENTS MUST RECEIVE THIS SIGNED CONTRACT, AS WELL AS FINAL SETUP INFORMATION AND AUDIO/VISUAL REQUESTS.**

**An authorized representative of Group has read the foregoing Contract and fully understands it and agrees to its terms and conditions:**

**GROUP DIRECT CONTACT:**

DocuSigned by:  
*Brandon T. Cate*  
03442469A862463

**DATE:**

October 1, 2018 | 10:49 AM EDT

**EKU REPRESENTATIVE:**

*Sili Price*

**DATE:**

*9-28-18*



Initial *[Signature]*

Eastern Kentucky University is an Equal Opportunity/Affirmative Action Employer and Educational Institution.

**Appendix A**  
**CONFERENCING & EVENTS**  
**Estimated Budget Detail for Proposed Event**

Program:

Item Number	Description	Expenditures
<b>II. Expenditures</b>		
	Deposit	\$0.00
	Facility Rental	\$10,800.00
	Equipment Rental	\$0.00
	Miscellaneous Expense	\$0.00
	Direct Costs	
	Additional Facility Rental	
<b>III. Total Due</b>		<b>\$10,800.00</b>



## Appendix B

**Building/Room Capacity:** Do not exceed the fire code capacity for a room, space or building.

**Exits and Aisles:** Exits and aisles must be maintained at all times. It is never permissible to block a marked exit, cover an exit sign, obscure a lit exit sign, store items in a stairwell, have objects protruding into an aisle, etc. Seating is not permitted in an aisle. Do not place chairs in aisles for additional seating capacity.

**Sprinkler Heads:** Do not hang any object from a sprinkler head. Do not store or place anything within 18" of a sprinkler head.

**Electrical:** Limit of one UL approved surge protector strip per outlet. If long cords are used in areas where individuals will be walking, the cords must be secured to the floor/ground in a manner as to prevent causing a trip hazard. Do not cover a cord with a carpet.

**Banners:** Banners may be hung from appropriate hooks approved by EKU Conferencing & Events. Large banners or banners intended to hang on the exterior of buildings are permitted upon approval of EKU Facilities Services, however, they must be hung by appropriate Facilities staff, which is arranged by EKU Conferencing & Events.

**Placement of Furnishings:** Event seating, refreshment/display tables, chairs, podium, etc., are arranged by University staff in compliance with fire and safety codes. If altered arrangements are desired, EKU Conferencing & Events and EKU Facilities Services must approve any changes, and EKU Facilities Services must move the furnishings (clients are not permitted to move furnishings that belong to EKU).

**Candles/Open Flames:** No open flames are permitted inside or outside EKU facilities according to State Law. This includes sparkler send-offs. EKU Risk Management will not approve requests for sparkler send-offs.

**Decorations on Walls:** Decorations and signs for events are limited to tables, floor displays, brick walls and tack board surfaces. No tape, window clings, staples, push pins or nails are allowed on light fixtures, wood, glass, plastic, metal, tile, stone or painted walls. Other wall and ceiling decorations are not allowed for any reason. Per State law, no more than 20% of a wall may be covered with a flammable material.

**Decorations:** No confetti, glitter, or sand of any type is permitted inside EKU Facilities.

**Balloons:** Helium balloons must be tied to solid balloon weights or securely attached to free-standing decorations. Sand weights are not allowed. Balloons may not be taped nor tied to University fixtures, furnishings, equipment or walls.

**Trash:** Event trash too voluminous to fit in trash receptacles provided on site must be removed by the group or organization using the facility. No food is to be left in indoor trash receptacles after-hours or during weekends. Excessive trash, boxes, decorations and food must be placed in garbage dumpsters located outside each building on campus. If a University building does not have a dumpster nearby, it is still the responsibility of the group or organization to remove all trash from the premises. Failure to remove excessive trash, boxes, decorations and food immediately after the event has concluded may result in the presentation of additional charges.



Andy Frain Services  
761 Shoreline Drive  
Aurora, IL 60504  
PH: 630-820-3820 Fax: 630-820-3819

Customer Number: TBD  
Job Number:

Date of Request: 10/9/2018  
Date of Revision: 10/10/2018

### Work Order and Temporary Services Agreement

Todays Date: October 10th 2018  
Customer Name:

Start Date: 10/12/2018  
End Date: 10/13/2018

Billing Information		Event Information	
Client Name:	Jessica Miesmer	Location(s):	521 Lancaster Ave
Contact:		City, State, Zip:	Richmond KY 40475
Address:	521 Lancaster Ave Perkins 202	County of Services:	Madison
City, State, Zip:	Richmond, KY 40475	Contact Onsite:	Jessica Miesmer Bryan Makinen
Phone:	859-622-6477	Phone:	859-622-6477 859-893-0503
Alt Phone:		Nature of Event:	Political Rally
Fax:			
Email:	jessica.miesmer@eku.edu		
Payment Terms		Event Manager:	
Bill:	<input checked="" type="checkbox"/> Terms: DUE	Event Times:	Trump will be in town
Tax Exempt:	<input type="checkbox"/> Tax ID:		
W-9 Sent:	<input type="checkbox"/>		
Invoice Format:	<input checked="" type="checkbox"/> Email		
	<input type="checkbox"/> Mailed		
	<input type="checkbox"/> Supporting Details Required		
<p>Make checks payable: Andy Frain Services, Inc Mail Payment to: 761 Shoreline Dr Aurora IL 60504 Attn: Accounts Receivable</p>			

BILLING RATES			
Service Type Description:	Service Type:	Regular Rate	OT Rate
Licensed Security Guard	LG		
Licensed Security Supervisor	LGS		
Manager	MGR	\$ -	
Event Staff	ES		
Event Staff Supervisor	ESS		
Armed Licensed Guard	LAG		

In consideration of Customer's agreement to pay Andy Frain Services ("AFS") the amounts set forth herein, AFS agrees to furnish the personnel as requested by Customer. AFS and Customer agree that AFS' responsibility shall be solely limited to providing security personnel, and that AFS has not been engaged or retained by Customer as a consultant or otherwise to provide advice or an assessment of security or event staffing needs for Customer. AFS shall not be responsible for any decisions or security assessments made by Customer or anyone else, including pertaining to the sufficiency and placement of security personnel. AFS agrees that the services provided pursuant to this Agreement shall be in conformity with practices which are generally current in the security industry, and Customer agrees that AFS does not represent or warrant that the services furnished hereunder will prevent or minimize the likelihood of loss.

It is expressly understood and agreed that AFS is not responsible for performing any maintenance, janitorial or construction services, including but not limited to, elevator or escalator maintenance, light repair, lock or alarm device repair or maintenance, building upkeep, snow removal, or garbage or debris removal or janitorial services. Customer agrees to defend, indemnify and hold AFS harmless from and against any and all claims, demands, liabilities, losses, lawsuits, costs or expenses (including without limitation, attorney's fees and expenses) which are incurred by Customer, AFS or third parties in connection with or incidental to Customer's premises, property or event, or the performance of services by AFS under this Agreement, unless caused by the sole negligence of AFS.

Andy Frain reserves the right to terminate any services which are contemplated hereunder in the event Customer fails to make timely payment as provided herein. I agree and authorize Andy Frain Services to provide the services with ESTIMATED number of Security and Event Staff at the billing rates shown above. I also agree to pay the ESTIMATED pricing (shown on page 2) as stated under the stated payment terms. If necessary, Andy Frain may bill 15 minutes prior schedule to the start of a shift in order to accommodate the show needs.

Andy Frain Signature:	Terry W Hatton	Date:	10/10/2018
Customer Signature:	Jessica Miesmer	Date:	10/11/2018







CONFERENCING  
AND EVENTS

# INVOICE

Date 10/25/2018

Invoice # EVT2782 KOFF-410164

521 Lancaster Ave., Perkins 202  
Richmond KY 40475-3102  
859-622-2001  
EKU Fed ID# 60 101 1211

For: Rally Oct 13th

**Bill To:**

Trump for President, Inc.  
c/o Red Curve Solutions  
138 Conant Street, 2nd Floor  
Beverly, MA 01915

Planner: Jesse Hood

% discount 0%

Quantity	Description	Unit price	Amount	Discount applied
42	Half Tables	\$10.00	\$ 420.00	
12	Pipe and Drape 8x10 sections	\$ 25.00	\$ 300.00	
24	Staging 4x8 sections	\$ 40.00	\$ 960.00	
24	Full Tables	\$ 8.00	\$ 192.00	
	Portables		\$ 6,018.00	
	Hi Tech Staffing		\$ 6,479.00	
	CI Communication-Data Lines		\$ 2,050.00	
	Andy Frain-Security		\$ 5,111.19	
			\$ -	
			\$ -	
			\$ -	
<b>Subtotal</b>			<b>\$ 21,530.19</b>	

Make all checks payable to Eastern Kentucky University Online credit card payments are accepted at <a href="https://secure.touchnet.net/C20703_ustores/web/store_main.jsp?STOREID=60">https://secure.touchnet.net/C20703_ustores/web/store_main.jsp?STOREID=60</a>	<b>Deposit</b>	\$ -
	<b>Balance due</b>	<b>\$ 21,530.19</b>

If you have any questions concerning this invoice please contact Susan Durham at [susan.durham@eku.edu](mailto:susan.durham@eku.edu)  
Thank you for your business!