



Commonwealth of Kentucky

MASTER AGREEMENT

CONTRACT INFORMATION			
MASTER AGREEMENT NUMBER: MA 758 2600000556			
Effective Date:	01/19/2026	Record Date:	
Expiration Date:	01/18/2029	Procurement Folder:	1846684
Document Description:	Procurement Assistance Support Serv(PASS) - Civic Initiative	Procurement Type:	Special Authority Goods & Svcs
Cited Authority:	Intergovernmental Purchases	Version Number:	1

CONTACT INFORMATION

ISSUER:
 Carrie Willard
 502-564-6515
 Carrie.Willard@ky.gov

VENDOR INFORMATION	
Name /Address: KY0051181: Civic Initiatives LLC 7000 N MoPac Expressway Suite 200 Austin TX 78731	Contact: Harry Pape 740-513-8764 hpape@civicinitiatives.com

COMMODITY / SERVICE INFORMATION							
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
1	0.00000	HR	\$350.000000	\$0.00			\$0.00

Program Director (Key Personnel)

Extended Description:
 Program Director (Key Personnel)

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
2	0.00000	HR	\$300.000000	\$0.00			\$0.00

Program Manager

Extended Description:
 Program Manager

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
3	0.00000	HR	\$300.000000	\$0.00			\$0.00

Subject Matter Expert III

Extended Description:
 Subject Matter Expert III

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
4	0.00000	HR	\$270.000000	\$0.00			\$0.00

Subject Matter Expert II

Extended Description:
 Subject Matter Expert II

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
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5	0.00000	HR	\$225.000000	\$0.00			\$0.00
Subject Matter Expert I <u>Extended Description:</u> Subject Matter Expert I							
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
6	0.00000	HR	\$270.000000	\$0.00			\$0.00
Acquisition Support Specialist III (Key Personnel) <u>Extended Description:</u> Acquisition Support Specialist III (Key Personnel)							
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
7	0.00000	HR	\$225.000000	\$0.00			\$0.00
Acquisition Support Specialist II <u>Extended Description:</u> Acquisition Support Specialist II							
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
8	0.00000	HR	\$180.000000	\$0.00			\$0.00
Acquisition Support Specialist I <u>Extended Description:</u> Acquisition Support Specialist I							
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
9	0.00000	HR	\$270.000000	\$0.00			\$0.00
Analyst III <u>Extended Description:</u> Analyst III							
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
10	0.00000	HR	\$225.000000	\$0.00			\$0.00
Analyst II <u>Extended Description:</u> Analyst II							
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
11	0.00000	HR	\$180.000000	\$0.00			\$0.00
Analyst I <u>Extended Description:</u> Analyst I							
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
12	0.00000	HR	\$270.000000	\$0.00			\$0.00
Project Manager II <u>Extended Description:</u> Project Manager II							
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
13	0.00000	HR	\$225.000000	\$0.00			\$0.00
Project Manager I <u>Extended Description:</u> Project Manager I							
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
14	0.00000	HR	\$200.000000	\$0.00			\$0.00

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**Participating Addendum Number MA-758-2600000556
for
PROCUREMENT ASSISTANCE SUPPORT SERVICES (PASS)
between
The Commonwealth of Kentucky
And
Civic Initiatives, LLC**

This Participating Addendum is entered into by The Commonwealth of Kentucky and the following Contractor (collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number DPC-1428523190-SA-11-PASS, executed by Contractor and the State of North Carolina ("Lead State") for Procurement Assistance Support Services (PASS) and IT Research, Advisory, and Consulting (IT RAC) services ("Master Agreement"):

Civic Initiatives, LLC ("Contractor")
7000 North MoPac, Suite 200
Austin, TX 78731

PARTICIPATING ADDENDUM CONTACTS

Contractor's contact for this Participating Addendum is:

Dustin Lanier
Founder/Principal Consultant
dlanier@civicinitiatives.com
512-523-4834

Participating Entity's contact for this Participating Addendum is:

Carrie Willard
Statewide Procurement Analyst II
carrie.willard@ky.gov
502-564-6515

TERM. This Participating Addendum is effective as of the date of the last signature below or **January 19, 2026**, whichever is later, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

PARTICIPATION AND USAGE. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.

GOVERNING LAW. The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.

SCOPE. Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities. **Contractor may provide any products and/or services it was awarded, within Award Category 1, and as described in the Master Agreement, excluding IT support services.**

- a. **Products.** All products available through the Master Agreement, within Award Category 1, may be offered and sold by Contractor to Purchasing Entities, excluding IT support services.
- b. **Services.** All services available through the Master Agreement, within Award Category 1, may be offered and sold by Contractor to Purchasing Entities, excluding IT support services.

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- c. **Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

ORDERS. Purchasing Entities may place orders under this Participating Addendum by processing a delivery order in the Commonwealth's eprocurement system. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

FEDERAL FUNDING REQUIREMENTS. Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.

ATTACHMENTS. This Participating Addendum includes the following attachments:

Attachment A: Commonwealth of Kentucky Master Agreement Terms and Conditions

NOTICE. Any notice required herein shall be sent to the following:

For Contractor:
Dustin Lanier
Founder/Principal Consultant
dlanier@civicinitiatives.com
512-523-4834

For Participating Entity:
Carrie Willard
Statewide Procurement Analyst II
carrie.willard@ky.gov
502-564-6515

SECTION 2

Maximum Annual Percentage Increase Request on Labor Rates

Maximum Annual Percentage Increase Request (not guaranteed or approved) 3%

SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT. Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

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SIGNATURE

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

CONTRACTOR:

PARTICIPATING ENTITY:

DocuSigned by:
Dustin Lanier
Signature

DocuSigned by:
Stacy Blank
Signature

Dustin Lanier
Printed Name

Stacy Blank
Printed Name

Founder and Principal Consultant
Title

Executive Director
Title

1/30/2026
Date

1/30/2026
Date

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ATTACHMENT A

COMMONWEALTH OF KENTUCKY MASTER AGREEMENT TERMS AND CONDITIONS

This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, subject to the following limitations, modifications, and additions.

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

Tax Exempt Status

Do not include Federal Excise Tax, Kentucky Sales or Use Tax.

Provisions for Termination of the Contract

This contract shall be subject to the termination provisions set forth in 200 KAR 5:312.

Conflict of Interest

The parties certify by the signatures of duly authorized representatives hereinafter affixed, that they are legally entitled to enter into this agreement and that they shall not be violating, either directly or indirectly, any conflict of interest statute of the Commonwealth of Kentucky, by the performance of this agreement.

Liability

The liability of the Commonwealth related to contractual damages is set forth in KRS 45A.245.

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.

Governing Law

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, 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 agreement for the purpose of financial audit or program review. 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. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed

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as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

Contract Modification

No modification or change of any provision of this Agreement shall be made, or construed to be made, unless such modification is mutually agreed to in writing and the Office of Procurement Services has issued a contract Modification to effect the said change. Until such time as the vendor receives a Modification, the vendor shall not accept Delivery Orders from any agency referencing such items or services.

No Fees for Processing Credit Card Payments

The Contractor shall accept purchasing credit cards as a form of payment without charging any fees for the purchase.