

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
COMMUNITY PROJECT AGREEMENT**

**THIS COMMUNITY PROJECT AGREEMENT** (“Agreement”) is made and entered into on the \_\_\_\_\_ day of December 2023, by and between the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A (“LFUCG”), 200 East Main Street, Lexington, Kentucky 40507, and NEW LIFE DAY CENTER a Kentucky nonprofit corporation (“Organization”), with offices located at 224 North Martin Luther King Boulevard, Lexington, Kentucky 40507.

**WITNESSETH**

**WHEREAS**, the Organization is a 501(c)(3) nonprofit organization, as defined by the Internal Revenue Code, that owns the property (or properties) located at 224 North Martin Luther King Boulevard, located in Lexington, Kentucky (“Property” or “Properties”);

**WHEREAS**, the Organization provides aide to residents of Fayette County who are low-income, underserved, and/or marginalized;

**WHEREAS**, LFUCG issued Request for Proposal (RFP) No. 37-2023 for its “Nonprofit Capital Grants Program,” which offers grant awards to Fayette County 501(c)(3) nonprofit organizations who directly provide, or indirectly facilitate, the provision of services to low-income, underserved, or marginalized Lexington-Fayette County residents, and is designed to better position local government in recognizing the strains upon infrastructure within our local network of community agency partners which are affecting their service delivery to residents;

**WHEREAS**, the Organization submitted a response to RFP No. 37-2023, seeking funding from LFUCG for operational investment projects and/or capital improvement projects so it can budget appropriate funds to continue providing needed services to Fayette County residents;

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

**1. EFFECTIVE DATE; TERM.** This Agreement shall commence on DECEMBER 12, 2023, and shall last until APRIL 30, 2025, unless terminated by LFUCG at an earlier date.

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

- a. **Exhibit A** – Request for Proposal, Risk Management Provisions, and Scope of Project
- b. **Exhibit B** – Response to Request for Proposal

To the extent there is any conflict between or among any of these documents, the terms

and provisions of this Agreement shall prevail, followed by terms and provisions of **Exhibit A**, then **Exhibit B**, in that order.

3. **SCOPE OF WORK.** Organization shall complete the Scope of Project outlined in the attached **Exhibit A** (the “Project(s)”), which are further specified in Numbered Paragraph 4 of this Agreement. The Organization shall complete these Projects in a timely, workmanlike and professional manner, as specified herein.

4. **PAYMENT.** LFUCG shall pay Organization a total amount not to FORTY-SEVEN THOUSAND, EIGHT HUNDRED AND SIXTY-ONE DOLLARS (\$47,861) (“Funds”) for the completion of the Project. The total amount of Funds the Organization shall receive is divided into separate amounts which shall be allocated for each Project. Thus, the total amount paid for each Project (“Sum”) shall not exceed the amounts stated herein:

<b>PROJECT # AND DESCRIPTION</b>	<b>SUM</b>
1) Client Bathroom Renovation Project	1) \$29,454
2) Replace Ceiling - Lights Panels Fans Etc.	2) \$18,407

The use of these Funds are limited to the Projects described in this numbered Paragraph and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise, any travel or other expenses are excluded from the above payment schedule.

a. LFUCG shall make payment under this Agreement upon timely submission of approved invoice(s) from Organization specifying that nature of work performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for work completed to date. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that any of the work performed on the Projects is inadequate or defective.

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

5. **CONSTRUCTION TERMS.** If applicable, the following terms shall apply to any of the Project(s) above that require construction costs.

a. **Project to be Completed in Workmanlike Manner.** Organization shall bid, contract for, and cause to prosecute to completion, the Projects described herein in a good, safe and workmanlike manner, and in compliance with all applicable codes, ordinances, laws and regulations. Organization shall take necessary action to protect the life, health, safety, and property of all personnel on the job site, members of the public, and personnel.

b. **Permits.** Organization agrees to obtain all necessary local, state, and federal permits, encroachments, permissions, approvals, etc. in a timely manner and prior to start

of construction.

c. Building Regulations. Organization asserts that it is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Organization becomes out of compliance with any of these provisions, it will provide written notice to LFUCG immediately. Failure to notify LFUCG and resolve any such matters to the satisfaction of LFUCG may lead to termination of the Agreement for cause.

d. No Liens. Organization will cause all work to be performed, including all labor, materials, supervision, supplies, equipment, architectural, and engineering services necessary to complete the improvements, in accordance with all applicable standards in the construction industry. The Organization will complete the improvements free from all materialmen's liens and all mechanic's liens and claims. All contracts with subcontractors and materialmen will contain, upon the request of LFUCG, a provision for not less than ten percent (10%) retainage to ensure adequate and complete performance in connection with interim or progress payments hereunder.

e. Right of Inspection. Organization will permit access by LFUCG to the books and records of Organization related to the Project at reasonable times. In the event LFUCG determines that any work or materials are not substantially in conformance with applicable standards in the construction industry, or are not in conformance with any applicable laws, regulations, permits, requirements or rules of any governmental authority having or exercising jurisdiction thereover or are not otherwise in conformity with sound building practices, LFUCG may stop the work and order replacement or correction of any such work or materials. Such inspection will not be construed as a representation or warranty by LFUCG to any third party that the improvements are, or will be, free of faulty materials or workmanship.

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

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

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

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

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

7. **REPORTING.** Organization shall provide LFUCG with timely quarterly reports and updates related to the completion of the Projects in the form and manner reasonably specified by LFUCG.

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

9. **INSURANCE; INDEMNITY.** The Risk Management Provisions in **Exhibit A** are incorporated herein as if fully stated.

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

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



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

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

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

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

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

15. **DISPOSITION OF PROPERTY.** Organization agrees that it shall not sell or otherwise dispose of any goods, property, or equipment acquired and/or improved with any portion of the Funds without first obtaining the consent of LFUCG. Organization agrees that this provision shall survive termination of the Agreement if this Agreement terminates prior to December 31, 2027. If Organization breaches this provision, Organization may be liable to LFUCG for that breach in an amount that shall not exceed the fair market value of the goods, property and/or equipment that it sold or otherwise transferred. LFUCG further reserves the right to enforce this provision through any remedy available at law, equity, or in bankruptcy.

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

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

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

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

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

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

**For Organization:**

Jennie Zamora, Executive Director  
New Life Day Center  
224 North Martin Luther King Boulevard  
Lexington, Kentucky 40507

**For Government:**

Kacy Allen-Bryant, Commissioner of Social Services  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, Kentucky 40507

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

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

**THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK**

**SIGNATURE PAGE TO FOLLOW**



**EXHIBIT "A"**



# Lexington-Fayette Urban County Government

## Request for Proposals

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #37-2023 Nonprofit Capital Grants - Facility Improvements** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **September 20, 2023**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of one hundred twenty (120) calendar days.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

***Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.***

## **Laws and Regulations**

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

## **Equal Employment Opportunity**

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

## **Kentucky Equal Employment Opportunity Act**

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"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, color, religion, sex, age, or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers'

representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

#### KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

### **LFUCG Non-Appropriation Clause**

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

### **Contention Process**

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Procurement resulting from this invitation.

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his/her



contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Procurement shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Procurement will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Procurement shall in writing, affirm or withdraw the recommendation.

#### **SELECTION CRITERIA:**

1. Directly Provide or Indirectly Facilitate the Provision of Services to Low-income, Underserved, or Marginalized Lexington-Fayette County Residents 20%
2. Demonstrated Need 20%
3. Applicant Capacity for Project and Meeting LFUCG Requirements 20%
4. Operational Feasibility 20%
5. Cost Analysis 20%

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

**Questions shall be submitted via IonWave at: <https://lexingtonky.ionwave.net>**

## Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Procurement  
Lexington-Fayette Urban County Government  
200 East Main Street, 3rd Floor  
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Procurement, (859)-258-3320.

**AFFIDAVIT**

Comes the Affiant, Jennie Renee Zamora, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Jennie Renee Zamora and he/she is the individual submitting the proposal or is the authorized representative of New Life Day Center, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

**Continued on next page**

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

Jennie Renee Zamora Jennie Renee Zamora

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me  
by Jennie Renee Zamora on this the 20<sup>th</sup> day  
of September, 2023.

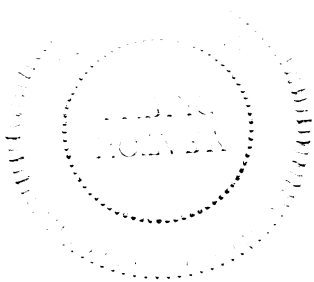
My Commission expires: 02/20/27

Israel Hernandez  
NOTARY PUBLIC, STATE AT LARGE

**Israel Hernandez**  
**Notary ID: KYNP67327**  
**Kentucky-Fayette County**  
**Exp: February 20, 2027**



Exp. February 28, 2022  
Kentucky Bar Exam  
Notary ID: KY180323  
Israel Hernandez



## EQUAL OPPORTUNITY AGREEMENT

### Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

### The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:  
*The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.*
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:  
*The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

\*\*\*\*\*

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

**Bidders**

*I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.*

*Jennie Zamora*  
\_\_\_\_\_  
Signature

*New Life Day Center*  
\_\_\_\_\_  
Name of Business

**WORKFORCE ANALYSIS FORM**

Name of Organization: New Life Day Center

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	1		1												
Professionals	3	2				1									
Superintendents															
Supervisors															
Foremen															
Technicians															
Protective Service															
Para-Professionals															
Office/Clerical	1		1												
Skilled Craft															
Service/Maintenance															
<b>Total:</b>	<b>5</b>	<b>2</b>	<b>2</b>			<b>1</b>									

Prepared by: Jennie Zamora Date: 9, 19, 2023

(Name and Title)  
 Jennie Zamora  
 Executive Director

Revised 2015-Dec-15



## EQUAL OPPORTUNITY AGREEMENT

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- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:  
*The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.*
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:  
*The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

\*\*\*\*\*

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

**Bidders**

*I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.*

*Jennie Zamora*  
\_\_\_\_\_  
Signature

*New Life Day Center*  
\_\_\_\_\_  
Name of Business

Firm Submitting Proposal: New Life Day Center

Complete Address: 224 N. Martin Luther King Blvd., Lexington, KY  
Street City Zip 40507

Contact Name: Jennie Zamora Title: Executive Director

Telephone Number: 859-252-3012 Fax Number: 859-252-3012

Email address: jennie @ new life day center. org

## **GENERAL PROVISIONS**

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the Respondent may include any

product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. **Ambiguity, Conflict or other Errors in RFP:** If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. **Agreement to Bid Terms:** In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. **Cancellation:** If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

**A. Termination for Cause**

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
  - (a) Failure to perform the contract according to its terms, conditions and specifications;
  - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;

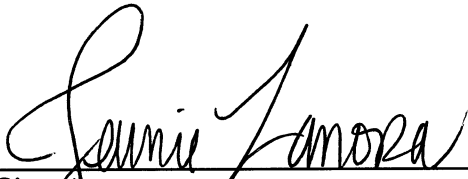
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

#### **B. At Will Termination**

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

- 16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
- 17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
- 18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
- 19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
- 20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

  
Signature Jennie Zamora

9-20-2023  
Date

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.
- (6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or



relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

**FINANCIAL RESPONSIBILITY**

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

**INSURANCE REQUIREMENTS**

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<b><u>Coverage</u></b>	<b><u>Limits</u></b>
General Liability	\$1 million per occurrence, \$2 million aggregate (Insurance Services Office Form CG 00 01) or \$2 million combined single limit
Worker’s Compensation	Statutory
Employer’s Liability	\$100,000
Professional Liability	\$1 million per occurrence

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.

- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include Premises and Operations coverage unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of \$1 million unless it is deemed not to apply by LFUCG.
- e. The Policy shall include Umbrella/Excess Liability coverage in the amount of \$1 million per occurrence, \$1 million aggregate, unless it is deemed not to apply by LFUCG.
- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

#### Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

#### Deductibles and Self-Insured Programs

**IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.**

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

#### Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

### Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

### Right to Review, Audit and Inspect

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

### **DEFAULT**

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

00548704



Lexington-Fayette Urban County Government  
Request for Proposals

**Nonprofit Capital Grant Program  
Facility Improvements  
Scope of Work**

**Description:** The Nonprofit Capital Project Grants Program is an initiative designed to better position local government in recognizing the strains upon infrastructure within our local network of community agency partners which are affecting their service delivery to residents. These grants are funded by Lexington-Fayette Urban County Government (LFUCG) general fund dollars and are subject to LFUCG reporting and spending requirements.

Agencies with established proven track records of performance that are located in and/or service residents of Lexington-Fayette County are invited to apply for this competitive grant program.

- **NOTE: Agencies who received funding from the ARPA-funded Nonprofit Capital Grant Program in 2022 are not eligible to apply or to receive funds.**

**Purpose:** To provide a *one-time grant* to local 501(c)(3) agencies for major capital projects for Facility Improvements, such as the purchase, construction, expansion, repair of a building, or installation or major overhaul of HVAC systems, etc.

**Instructions**

Please submit all required proposal submittal forms and attachments no later than the deadline indicated below:

**Proposal Deadline – 2 P.M. ON SEPTEMBER 20, 2023**

**Proposals received after this deadline or incomplete proposals will not be considered.**

For More Information:

Lexington-Fayette Urban County Government  
Division of Central Purchasing Todd Slatin, Director  
200 E. Main Street  
Lexington, KY 40507  
Office: (859) 258-3320  
E-mail: [tslatin@lexingtonky.gov](mailto:tslatin@lexingtonky.gov)

## 1.0 GENERAL PROVISIONS

### 1.1 Funding

The funding is a **ONE TIME** grant. LFUCG will conduct ongoing evaluation of the project to determine effectiveness. Funds must be expended **April 30, 2025**.

LFUCG intends to award multiple proposals with funding via LFUCG general fund.

**PLEASE NOTE: All grant funds are reimbursed funds only, no funds will be dispersed to grant recipients in advance. Reimbursements may occur periodically during the project. Grant recipients shall invoice the Lexington-Fayette Urban County Government, Department of Social Services, upon completion of grant recipients spend for reimbursement.**

The Subrecipient agrees that it shall spend the entire amount of funds provided under this Agreement before April 30, 2025.

The Subrecipient shall invoice LFUCG upon spend for the reimbursement of actual expenditures incurred. The Subrecipient's invoice must be for eligible expenses.

If it becomes apparent to the grant recipient that it will be unable to complete the Project either in the manner or for the amount described in this Agreement, then the grant recipient must immediately provide written notice to the LFUCG with a complete and detailed explanation of its inability to comply with the terms of the Agreement, any proposed changes, and the reasons for those changes. If the grant recipient fails to use any amount of funds provided under the Agreement within the time of performance (by April 30, 2025), grant recipient forfeits those funds.

### 1.2 Proposal Submission

In order to be considered, proposals must be received by **SEPTEMBER 20, 2023 at 2 PM**. The proposal must contain the required documents and respond to each of the required narrative/application questions to be complete.

Proposals containing significant omissions of required information will be considered non-responsive and will be removed from the funding process. Significant missing responses to narrative/questionnaire questions constitute an incomplete proposal.

**If the Agency is submitting a bundled proposal for the funding of more than one project, please note that they must be included in a single completed Proposal Submittal form. Only one Proposal Submittal per agency will be accepted, per Division of Purchasing regulations. Projects being bundled must have separate Project Budgets submitted as attachments.**

**Submitted Proposal shall be comprised of the attached PDF formatted Proposal Submittal form. This form must be submitted in the original PDF form, and NOT be a scanned version of the original form.**

The final decision regarding proposal completeness and penalties will be determined by the Commissioner of Social Services.

### **1.3 Acceptance/Rejection of Applications**

The LFUCG reserves the right to reject any proposals which may be considered irregular, show serious omission, contain unauthorized alteration of form, or are incomplete.

The LFUCG reserves the right to accept or reject any or all applications in whole or in part, with or without cause, to waive technicalities, to implement scoring penalties, or to accept applications or portions thereof which, in the Urban County Government's judgement, best serve the interests of Urban County Government.

#### **Inquiries/Questions**

After thoroughly reading this Request for Proposals, Applicants must direct any questions to:

Todd Slatin, Director

Division of Central Purchasing 200 E. Main Street, Lexington, KY 40507

E-mail: [tslatin@lexingtonky.gov](mailto:tslatin@lexingtonky.gov) Phone: (859) 258-3320

**Deadline for questions is September 14, 2023 at 2:00 PM EST**

### **1.4 Requests for Clarification**

The LFUCG reserves the right to request clarification of information submitted and to request additional information (to clarify the information submitted) of the applicant either orally or in writing. This may include negotiation of funding amounts, outcomes, and other adjustments prior to the execution of a funding award.

### **1.5 Timeline**

This Request for Proposals is being released on August 31, 2023, and is made available to the public and all potentially eligible applicants. **An informational and question and answer meeting will be held on Zoom on Thursday, September 7, 2023 at 2 PM EST**

**[Click here to Join September 7 2 PM Technical Q&A Zoom Meeting](#)**

**Meeting ID: 889 1838 6642**

**Passcode: 480217**

This meeting will be open to the public and any potentially eligible applicants are invited to attend and ask questions or seek clarification regarding the RFP. Attendance is NOT required in order to submit a proposal and will not affect scoring during the evaluation process.

Completed proposals are due no later than 2 p.m. on September 20, 2023. Late or incomplete proposals will not be accepted or evaluated.

The LFUCG intends to conduct proposal evaluation immediately following the proposal due date and intends to make funding announcements no later than October 30, 2023. This timeline is subject to change without notice.

No funds may be expended prior to the execution of a funding agreement and grantees will not be reimbursed for pre-award costs.

### **1.6 Evaluation**

This is a competitive grant making process, with Proposals reviewed and evaluated by a neutral panel selected by the Commissioner of Social Services, all of whom have no affiliation with any applicant.

In evaluating whether to ultimately award funding to an agency, the Lexington-Fayette Urban County Government may consider how much funding, if any, an agency has previously received from LFUCG during the same funding cycle, and reserves the right to not fund, or to reduce the amount of funding that an agency might otherwise receive, based upon such an evaluation.

Scoring criteria are outlined in Section 4.0 Evaluation.

### **1.7 Selection**

The highest scoring proposals as determined by the panel will be recommended for funding and contacted to negotiate a funding agreement.

### **1.8 Reporting**

The funded projects will be required to submit regular financial and progress reports. Failure to submit complete reports on time will delay processing of invoices submitted for grant reimbursements and affect the grantee's competitiveness for any future funding opportunities with LFUCG. This includes, but is not limited to, timesheets for staff; bids, quotes, invoices and receipts for purchases; copies of any contracts for services; and additional information as required by LFUCG for compliance with federal regulations.

**All payments are based on submitted invoices for reimbursements, no payments shall be made in advance.**

## 2.0 PROPOSAL FORMAT

The Proposer must submit the proposal via the LFUCG's Procurement Software at <https://lexingtonky.ionwave.net/Login.aspx>. Adherence to the proposal format by all proposers will ensure a fair evaluation. Proposers not following the prescribed format will be deemed non-responsive.

A complete proposal contains each of the following components:

- Fully completed application submittal cover sheet (PDF form attached)
- Attached project(s) and agency budgets
- Copy of lease if requesting Facility Improvements on a leased property, and highlighting the section to allowing the ability for leaseholder improvements.
- Other Attachments
- **Project Narrative for each requested capital project being requested (separate Project Narratives for each request if bundling capital project requests)**, responding to each of the five evaluation criteria described in Section 4.0 and utilizing format described below
  - Double spaced
  - Single sided
  - Arial 12-point font with 1-inch margins
  - Sections clearly marked
  - Page numbers in bottom right corner of complete submission

### **Section 1: Directly Provide or Indirectly Facilitate the Provision of Services to Low income, Underserved, or Marginalized Lexington-Fayette County Residents**

Please provide a brief description of your agency's mission and objectives. Applying agencies must meet the criteria below:

1. Facility Improvement location is located in Fayette County must be for the purpose of serving Fayette County residents with these grant funds
2. Be in good standing with the Kentucky Secretary of State
3. Responders shall be registered and have a current, complete 2023 Gold Seal of Transparency or higher level agency portrait on [GuideStar.org](https://www.guidestar.org/). Learn how to earn your 2023 Gold Seal of Transparency on Candid/Guidestar: <https://help.candid.org/s/article/How-to-Earn-a-2023-Gold-Seal-of-Transparency>.
4. Funds for the projects cannot be used to teach, advance, advocate or promote any religion
5. Applying organization agrees to comply with all applicable local, state, and federal laws



## **Section 2: Demonstrated Need**

Demonstrate how the proposed capital project is needed for the agency to provide their services. Applications must describe the need for the specific project in regards to the agency's ability to meet its mission and objectives. Criteria to be considered include:

1. The type and scale of the project proposed clearly enables the capacity of the agency's mission
2. Data provided that documents project need
3. If applicable, the facility proposed for use meets local codes, health, or safety standards. Or, the proposed project would remedy any code infractions or notices

## **Section 3: Applicant Capacity for Project**

The application must demonstrate that the agency staff has adequate credentials and experience to carry out the proposed project. This means that the organization carrying out the project, its employees, or its partners, must have the necessary experience and qualifications to execute the project and adhere to the requirements of this grant program.

Factors to be considered will include: prior agency experience with capital projects and grants; suitable agency fiscal capacity and organizational infrastructure to implement the project; and employee experience in grant management. The LFUCG's monitoring records of previously funded projects will also be considered in determining applicant capacity. The LFUCG will pay special attention to previously awarded projects and an agency's track record for timely implementation and spending of awarded funds.

## **Section 4: Operational Feasibility**

The application must include:

1. Clear and complete plans and timeline for implementing and completing the project
2. An adequate strategy for securing additional support and commitment if needed. If applicable, include letters of commitment for other funding that will be used to implement the project
3. Adequate number of qualified staff to carry out the proposed project
4. Indicators that demonstrate that the project can be completed by April 30, 2025

## **Section 5: Cost Analysis – and attachments**

1. Cost proposals and budget narrative
2. This section shall provide the total costs of the capital project, including all expenses to be incurred
3. Project is cost-effective and all costs are reasonable, and do not deviate substantially from the norm in Lexington
4. Attach line item Budgets for each Grant Project requested and the Agency Budget

### 3.0 SCOPE

Agencies may apply for a grant to assist with a capital project of a **minimum of \$30,000 of Facility Improvements** (*Agencies may bundle Facility Improvement projects to meet the \$30,000 minimum*). **Maximum Facility Improvement award is \$55,000.**

#### Who is Eligible?

Community nonprofit partners with established proven track records of performance are invited to apply for this competitive grant program for capital projects.

- Grant funds must be invested in facilities located in and serving residents of Lexington-Fayette County.
- Agencies must be recognized by Internal Revenue Service as a 501(c)(3) nonprofit organization.
- Agencies must either own the facility or have a current long-term lease (*with at least 3 years remaining on the terms of the lease*) with a private landlord for which improvements are being requested.
- Agencies that are primarily affiliated with, or funded through, an educational institution (e.g., a public or private school or the Fayette County Board of Education) are not eligible to receive funds.
- **All funds awarded must be spent by grantees before April 30, 2025.**
- ***NOTE: Agencies who received funding from the ARPA-funded Nonprofit Capital Grant Program in 2022 are not eligible to apply or to receive funds.***

#### Eligible Cost Activities (*including, but not limited to*):

##### Facility Improvements

- |                              |  |
|------------------------------|--|
| A. Systems                   | <i>Mechanical, Electrical and Plumbing</i>                                       |
| B. Exterior                  | <i>Roofing, Windows, Gutters, Masonry, Siding</i>                                |
| C. Interior                  | <i>Flooring, Walls, Ceilings, Lighting</i>                                       |
| D. Property Site             | <i>Acquisition of Property, Parking, Sidewalks, Lighting, Utilities, Signage</i> |
| E. Environmental Remediation | <i>Asbestos, Lead Paint, Air Quality</i>   |

#### Grant Award Allocation

	<i>Facility Improvements</i>
<b>Funding Pool*</b>	\$333,885
Minimum Request per agency*	\$30,000*
Maximum Request per agency	\$55,000

***\*Agencies may bundle their Facility Improvement projects to meet the minimum.***

**4.0 EVALUATION & CRITERIA**

Factor	Points
<b>4.1 Directly Provide or Indirectly Facilitate the Provision of Services to Low-income, Underserved, or Marginalized Lexington-Fayette County Residents</b>	20
<b>4.2 Demonstrated Need</b>	20
<b>4.3 Applicant Capacity for Project and Meeting LFUCG Requirements</b>	20
<b>4.4 Operational Feasibility</b>	20
<b>4.5 Cost Analysis</b>	20
<b>Total Points</b>	<b>100</b>

**4.1 Directly Provide or Indirectly Facilitate the Provision of Services to Low-income, Underserved, or Marginalized Lexington-Fayette County Residents**

Please provide a brief description of your agency’s mission and objectives. Applying agencies must meet the criteria below:

1. Facility Improvement location is located in Fayette County and Facility Improvements must be for the purpose of serving Fayette County residents with these grant funds
2. Be in good standing with the Kentucky Secretary of State
3. Responders shall be registered and have a current, complete 2023 Gold Seal of Transparency or higher level agency portrait on [GuideStar.org](https://www.guidestar.org/).  
*If you haven’t updated your 2022 Gold Seal, you will need to log into Candid/Guidestar and do so. Learn how to earn your 2023 Gold Seal of Transparency on Candid/Guidestar: <https://help.candid.org/s/article/How-to-Earn-a-2023-Gold-Seal-of-Transparency>*
4. Funds for the projects cannot be used to teach, advance, advocate or promote any religion
5. Applying organization agrees to comply with all applicable local, state, and federal laws

**4.2 Demonstrated Need**

Demonstrate how the proposed capital project is needed for the agency to provide their services. Applications must describe the need for the specific project in regards to the agency’s ability to meet its mission and objectives. Criteria to be considered include:

1. The type and scale of the project proposed clearly enables the capacity of the agency’s mission
2. Data provided that documents project need
3. If applicable, the facility proposed for use meets local codes, health, or safety standards. Or, the proposed project would remedy any code infractions or notices

#### **4.3 Applicant Capacity for Project**

The application must demonstrate that the agency staff has adequate credentials and experience to carry out the proposed project. This means that the organization carrying out the project, its employees, or its partners, must have the necessary experience and qualifications to execute the project and adhere to the requirements of this grant program.

Factors to be considered will include: prior agency experience with capital projects and grants; suitable agency fiscal capacity and organizational infrastructure to implement the project; and employee experience in grant management. The LFUCG's monitoring records of previously funded projects will also be considered in determining applicant capacity. The LFUCG will pay special attention to previously awarded projects and an agency's track record for timely implementation and spending of awarded funds.

#### **4.4 Operational Feasibility**

The application must include:

1. Clear and complete plans and timeline for implementing and completing the project
2. An adequate strategy for securing additional support and commitment if needed. If applicable, include letters of commitment for other funding that will be used to implement the project
3. Adequate number of qualified staff to carry out the proposed project
4. Indicators that demonstrate that the project can be completed by April 30, 2024

#### **4.5 Cost Analysis – and attachments**

1. Cost proposals and budget narrative
2. This section shall provide the total costs of the capital project, including all expenses to be incurred
3. Project is cost-effective and all costs are reasonable, and do not deviate substantially from the norm in Lexington
4. Line item Budgets for each Grant Project requested and the Agency Budget

*LFUCG reserves the right to adjust funding amounts.*

**EXHIBIT "B"**



**PROPOSAL SUBMITTAL COVER SHEET**

---

**Agency Information**

Agency Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Is your Agency registered with the IRS as a 501(c)(3) organization? Yes    No

*Note: Agencies **must** be registered with the IRS as a 501(c)(3) organization to be eligible for this grant program funding.*

Does your agency have a Gold Seal of Transparency or higher profile on GuideStar.org? Yes    No

*Note: Agencies **must** have a Gold Seal of Transparency or higher profile with GuideStar.org to be eligible for this grant funding.*

Agency Representative (*typically the Executive Director - Name, Title, Phone, Email*):

\_\_\_\_\_

Person Completing Application (*Name, Title, Phone, Email*):

\_\_\_\_\_

**Project Information**

**Funding Requested by Project, if bundling multiple Projects:**

Project: \_\_\_\_\_ Request \$ \_\_\_\_\_  
                  Facility Improvement project

Project: \_\_\_\_\_ Request \$ \_\_\_\_\_  
                  Facility Improvement project

Project: \_\_\_\_\_ Request \$ \_\_\_\_\_  
                  Facility Improvement project

Project: \_\_\_\_\_ Request \$ \_\_\_\_\_  
                  Facility Improvement project

**Total Funding Amount Requested: \$ \_\_\_\_\_**

- **Save this PDF formatted Proposal Submittal Cover Form to your hard drive before beginning to enter responses in it to ensure your responses are saved to the form.**
- **Total Funding Pool is \$333,885. Minimum Total Request per agency is \$30,000; Maximum Total Request per Agency is \$55,000**
- **If applying for/bundling multiple projects, submit a 5 section narrative for each project.**

## Facility Improvements – Client Bathroom Renovations

The New Life Day Center opened as a “daytime shelter” in 2011 with the goal of providing the homeless population with an out of the weather option where they could come and get connected with the services they need. From the very beginning our intention was not to provide services that other organizations were already providing for the homeless, but instead to fill the gaps, and to serve as a connecting point to other organizations and services. One of those gaps was breakfast; today we provide that first meal of the day for any that want to take advantage of it. Another huge gap we have addressed was the need for Lockers so that the homeless don’t have to always carry their belongings around with them.

While we continue to improve in all aspects of our mission, we have made great progress in the 10+ years since we opened. Today, clients of the day center apply for Social Security, receive preventative medical care, and meet with members of other organizations such as the VA, Lexington Rescue Mission (Jobs Program), Jubilee Jobs and several addiction and recovery programs, all without ever leaving the building. In addition, we refer our clients to services delivered at other organizations and provide transportation to get them there if needed. That’s what we mean when we say we are a “connecting point” for the homeless population.

The New Life Day Center has also partnered with the city on many initiatives to address challenges affecting both the homeless population and the “at risk of being homeless” population. Those include panhandling, evictions, and rental deposit assistance during the COVID-19 crisis, vaccinating the homeless population (through our partner Bluegrass Community Health Center located in our facility), etc.

The Panhandler Van program that we have partnered with the city on since 2016 has reduced the number of panhandlers on Lexington streets and has provided a source of income for the panhandlers and has helped to keep our streets and roadways clean.

### **Project Narrative (Facility Improvements – Client Bathroom Renovations)**

The Building the New Life Day Center occupies was built in 1960. It is approximately 6,460 square feet, comprised of 2 levels (both above grade); each level is approximately 3,230 square feet. The upper floor is where the homeless come during the day to get out of the weather and to have their first meal of the day & coffee. It is also where most of the New Life Day Center programming occurs.

On the lower level there is a Medical Clinic which is run by Bluegrass Community Health Center (BCHC) as a free service to both the homeless and the medically underserved in the area.

The exterior of the building and all interior walls are cinderblock with the exception of a stone facing on the street facing portion of the building. This project Narrative is for completing client bathroom renovations desperately needed on the main floor of the building.

Water leaks, heavy usage and client abuse have destroyed the tile and damaged the subflooring in the client bathrooms. The Toilets, which are not commercial grade, are constantly clogged up and cannot be used. The same goes for the sinks, they also are not commercial grade, and are constantly clogged and unusable. We are having to spend a fortune in plumbing visits to maintain something that wasn't built for commercial



use. Our plan is to demolish and renovate both bathrooms entirely. This will include resituating things to hopefully permit wheelchair access. Everything will be replaced starting with the flooring, the doors, the stalls, toilets, sinks, light fixtures, everything. We will be replacing the toilets and sinks with commercial grade equipment. We are placing a particularly heavy contingency cost on this one (30%) due to the age of the building, the possibility of Asbestos, the known very poor condition of the pipes and plumbing and to ensure we don't go over on this most critical project. The New Life Day Center is requesting funding assistance in completing this project.

#### **4.1 Directly Provide or Indirectly Facilitate the Provision of Services to Low-income, Underserved, or Marginalized Lexington-Fayette County Residents Agency**

It is difficult to imagine a lower income, and more underserved and marginalized population than the homeless clients of Fayette County that we serve every day. Our primary mission and objectives are to:

- 1) Provide a safe place for the homeless to go during the day to get them off the streets and provide shelter from extreme weather.
- 2) Provide the first meal of the day.
- 3) Serve as a connecting point to help them get connected with Jobs, Training Programs, Housing, Medical Care, Social Security and many other services and programs.
- 4) Provide a place where other agencies that serve the homeless can come and help the homeless clients, we serve get connected with the services they provide.

- 5) Express and exemplify Christ's love for them in every way that we can by caring for them, showing respect, providing guidance, hope, encouragement and assisting them in any way we can.

**To ensure that we cover all our bases with criteria 4.1:**

- a) The Facility Improvement location is located in Fayette County and Operational Investments are for the purpose of serving Fayette County residents with these grant funds.
- b) We are good standing with the Kentucky Secretary of State.
- c) We are registered and have a current, complete Gold Seal of Transparency agency portrait on GuideStar.org.
- d) We acknowledge that Funds for the projects cannot be used to teach, advance, advocate or promote any religion.
- e) We agree to comply with all applicable local, state, and federal laws.

**4.2 Demonstrated Need**

- 1) "The type and scale of the project proposed clearly enables the capacity of the agency's mission."
  - i. This project clearly ties to our Agency Missions first objective, which is to "Provide a safe place for the homeless ...". Providing safe shelter includes providing clean and functional restrooms for use while the clients are at our facility. Due to the failed conditions of the current bathroom facilities, we feel that we are failing to meet this goal.

2) "Data provided that documents project need."

- a. Please see the attached document "Client Bathrooms Renovations - PICS of Existing Space.pdf" to see firsthand the need for this project. Pictures are worth a thousand words sometimes.
- b. **Details on Project Need** - Water leaks, heavy usage and client abuse have destroyed the tile and damaged the subflooring in the client bathrooms. The Toilets, which are not commercial grade, are constantly clogged up and cannot be used. The same goes for the sinks, they also are not commercial grade, and are constantly clogged and unusable. We are having to spend a fortune in plumbing visits to maintain something that wasn't built for commercial use. Our plan is to demolish and renovate both bathrooms entirely. This will include resituating things to hopefully permit wheelchair access. Everything will be replaced starting with the flooring, the doors, the stalls, toilets, sinks, light fixtures, everything. We will be replacing the toilets and sinks with commercial grade equipment. We are placing a particularly heavy contingency cost on this one (30%) due to the age of the building, the possibility of Asbestos, the known very poor condition of the pipes and plumbing and to ensure we don't go over on this most critical project.
- c. "If applicable, the facility proposed for use meets local codes, health, or safety standards. Or, the proposed project would remedy any code infractions or notices."
  - i. Don't think this one is applicable for this item.

### 4.3 Applicant Capacity for Project and Meeting LFUCG Requirements

- 1) Agency staff must have adequate credentials and experience to carry out the proposed project.
  - a. Regarding the client bathroom renovations project, we will be subcontracting this work to a company that specializes in this type of project. Our Day Center Coordinator, who is a former Facilities Manager and Handyman himself, will be managing these projects and will closely supervise them to ensure they get done right, on time and on budget with minimal disruption to the services we provide. Before we start the work, we will make sure we have outdoor toilets in place for use while this project is occurring.
- 2) Regarding our prior experience, suitable agency fiscal capacity and organizational infrastructure to implement the project, and employee experience in grant management.
  - a. The New Life Day Center has successfully partnered with LFUCG on numerous initiatives, including but not limited to:
    - i. Panhandler Van Jobs Program
    - ii. COVID Housing Grant
    - iii. Rental Deposit Assistance Program
    - iv. HUD Point in Time Counts
    - v. Homeless Prevention and Intervention Committee (Steve Polston served as chairperson for several years)

- vi. Extended Social Resource Grants (ESR)
- b. Regarding our fiscal capacity and organizational infrastructure to implement projects:
  - i. Fiscal Capacity – see attached letter of commitment from Community Trust Bank to provide a \$50,000 drawdown account that we can use as needed to cover project costs for later reimbursement through the grant. We will be able to space them out so that this fund plus any additional resources needed will allow us to cover the up-front costs of the projects.
  - ii. We have a strong and successful track record with the LFUCG on all historical projects.
  - iii. Our Day Center Coordinator, who is a former Facilities Manager and Handyman himself, will be managing this project.
- c. Regarding our employee experience in Grant Management
  - i. Refer to point 2) a) above where we have listed all the LFUCG grant programs where we have successfully partnered with LFUCG on Grant Management and Administration.

#### **4.4 Operational Feasibility**

- 1) “Clear and complete plans and timeline for implementing and completing the project.”
  - a. Complete Plans – Client Bathroom Renovations Project

- i. At this point we have obtained actionable quotes for this project.  
The quotes followed in person meetings at the facility to clarify the scope and agree on exactly what we wanted done.
- ii. The vendors have stated that they have well-established processes for completing this project. As part of the project process, they will be providing us with drawings to approve regarding what the renovated bathrooms will look like. The process is not so complex that it will require a project plan, however, we will need to make sure we have portable toilets and wash stations in place to make up for the bathroom that is out of commission while being worked on. Of course, we will do them one at a time and have to manage one bathroom being shared during the time the other is out of commission.
- iii. Each vendor has provided detailed quotes for the work which is in essence their "Scope of Work". Once the funding is approved, updated, actionable quotes will be requested and provided by the subcontractors. We are adding a high % contingency cost on this project (30%) due to the age of the building, the possibility of Asbestos, the known very poor condition of the pipes and plumbing and to ensure we don't go over on this most critical project.

**b. Timelines (provided by the vendors)**

Once approved, we will be able to start this project in no more than 5 weeks and complete within 6 weeks of starting.

2) “An adequate strategy for securing additional support and commitment if needed.

If applicable, include letters of commitment for other funding that will be used to implement the project.”

a. The New Life Day Center Board is made up of current and former senior leaders from many of the companies that have shaped Lexington including Lockheed Martin, Toyota and Valvoline, just to name a few. When we need to get something done these leaders have shown time and time again their ability to engage and make things happen. Our board is fully behind this process and the objectives we are pursuing here. If we need additional support or commitment, we are confident they can provide it.

b. Fiscal Capacity – see attached letter of commitment from Community Trust Bank to provide a \$50,000 drawdown account that we can use as needed to cover project costs for later reimbursement through the grant. We will be able to space them out so that this fund plus any additional resources needed will allow us to cover the up-front costs of the projects.

3) “Adequate number of qualified staff to carry out the proposed project.”

a. There are no issues or concerns with having the qualified staff to complete this project as it will be done by hired professionals who complete this type of work on an everyday basis. We would be managing the project to ensure that deliverables, cost and timeline, are met, but all project work would be entirely performed by the selected vendor. The project management duties for this project would be overseen by both our

Executive Director and our Day Center Coordinator who is a former facilities manager.

- 4) “Indicators that demonstrate that the project can be completed by April 30, 2025.”
- a. The duration from start to finish for this project is 11 weeks or less. Given that they anticipate being able to start within 5 weeks and complete within 6 weeks after start, there is no reason to think there will be any issues with this target. In fact, we anticipate having this work completed no later than Q1 of 2024 if approved.

#### 4.5 Cost Analysis

Project	Start within X Weeks	Complete within X Weeks	Estimated Cost with 30% Contingency	File Attachment/s Name with Quote Details	File Attachment/s Name Current State Pictures
Client Bathroom Renovations	5	6	\$29,454.10	Client Bathrooms Renovations estimate_707.pdf	Client Bathrooms Renovations - PICS of Existing Space.pdf
<b>For all of the Above as a collective</b>	<b>Start First Project within X Weeks</b>	<b>Complete ALL Projects within X Weeks</b>	<b>TOTAL COST</b>		
	<b>5-weeks</b>	<b>6-weeks</b>	<b>\$29,454.10</b>		

The total estimated amount for these projects is \$29,454.10 which includes a particularly heavy contingency cost of (30%) due to the age of the building, the possibility of Asbestos, the known very poor condition of the pipes and plumbing and to ensure we don't go over on this most critical project. The above is a screenshot of the project cost analysis and timeline taken from the attached / uploaded document “Project Budgets & Timeline Estimations.xlsx”. Extensive discussions and planning went into arriving at these project scopes and timelines. All of the above estimated costs were taken from the actionable quotes provided by potential vendors. For the line items that



constitute the project budget see the attached uploaded document “[Client Bathrooms Renovations estimate\\_707.pdf](#)”.

Regarding our “Agency Budget”, please see the attached / uploaded file “NLDC Agency Budget.xlsx”.



Jerry Graves  
 118 Oakwood Dr.  
 Nicholasville, KY 40356  
 859-608-1248  
 jerrygravescontracting@yahoo.com

## Estimate

# Jerry Graves General Contracting

For: New Life Day Center  
 prmiller@newlifedaycenter.org  
 224 N Martin Luther King Blvd  
 Lexington, KY, 40507-2133  
 +1 (859) 983-8838

Estimate No: 707  
 Date: 09/16/2023

Description	Quantity	Rate	Amount
Installation of 36" Steel Doors (Bathrooms)	4	\$1,275.00	\$5,100.00
4"-8" Wall Cut Out to Fit 36" Doors (Bathrooms)	4	\$362.00	\$1,448.00
Demolition & Removal of Entire Bathroom	2	\$1,750.00	\$3,500.00
Installation of Commercial Grade Toilets (Bathrooms)	2	\$620.00	\$1,240.00
Installation of 2 Vanity Lights and 2 Strip Lights (Bathrooms)	1	\$280.00	\$280.00
Installation of Vanities & Fixtures (Bathrooms)	2	\$1,875.00	\$3,750.00
Elimination of Urinal (Men's Bathroom)	1	\$275.00	\$275.00
Tile Flooring - Material & Labor (Bathrooms)	2	\$3,532.00	\$7,064.00
		Subtotal	\$22,657.00
		TAX 0%	\$0.00
		Total	\$22,657.00
<b>Total</b>			<b>\$22,657.00</b>

### Notes

Time Schedule (Upon Approval):  
 - Start in 3-5 Weeks  
 - Completion 4-6 Weeks

\*Disclaimers - If Asbestos, underground rock and/or utilities are found, the price is subject to change depending on the size, area, and amount found\*



## **Our Plan**

Our plan is to demolish and renovate both bathrooms entirely. This will include resituating things to hopefully permit wheelchair access. Everything will be replaced starting with the flooring, the doors, the stalls, toilets, sinks, light fixtures, everything. We will be replacing the toilets and sinks with commercial grade equipment. We are placing a particularly heavy contingency cost on this one (30%) due to the age of the building, the known very poor condition of the pipes and plumbing and to ensure we don't go over on this most critical project. The New Life Day Center is requesting funding assistance in completing this project.

## Facility Improvements – Replace Ceiling Lights Panels Fans Etc.

The New Life Day Center opened as a “daytime shelter” in 2011 with the goal of providing the homeless population with an out of the weather option where they could come and get connected with the services they need. From the very beginning our intention was not to provide services that other organizations were already providing for the homeless, but instead to fill the gaps, and to serve as a connecting point to other organizations and services. One of those gaps was breakfast; today we provide that first meal of the day for any that want to take advantage of it. Another huge gap we have addressed was the need for Lockers so that the homeless don’t have to always carry their belongings around with them.

While we continue to improve in all aspects of our mission, we have made great progress in the 10+ years since we opened. Today, clients of the day center apply for Social Security, receive preventative medical care, and meet with members of other organizations such as the VA, Lexington Rescue Mission (Jobs Program), Jubilee Jobs and several addiction and recovery programs, all without ever leaving the building. In addition, we refer our clients to services delivered at other organizations and provide transportation to get them there if needed. That’s what we mean when we say we are a “connecting point” for the homeless population.

The New Life Day Center has also partnered with the city on many initiatives to address challenges affecting both the homeless population and the “at risk of being homeless” population. Those include panhandling, evictions, and rental deposit assistance during the COVID-19 crisis, vaccinating the homeless population (through our partner Bluegrass Community Health Center located in our facility), etc.

The Panhandler Van program that we have partnered with the city on since 2016 has reduced the number of panhandlers on Lexington streets and has provided a source of income for the panhandlers and has helped to keep our streets and roadways clean.

**Project Narrative (Facility Improvements – Replace Ceiling Lights Panels Fans Etc.)**

The Building the New Life Day Center occupies was built in 1960. It is approximately 6,460 square feet, comprised of 2 levels (both above grade); each level is approximately 3,230 square feet. The upper floor is where the homeless come during the day to get out of the weather and to have their first meal of the day & coffee. It is also where most of the New Life Day Center programming occurs.

On the lower level there is a Medical Clinic which is run by Bluegrass Community Health Center (BCHC) as a free service to both the homeless and the medically underserved in the area.

The exterior of the building and all interior walls are cinderblock with the exception of a stone facing on the street facing portion of the building. This project Narrative is for completing client bathroom renovations desperately needed on the main floor of the building.

There are many issues with the ceiling that go beyond just how bad it looks. There are issues with both safety and health standards that are apparent with our current state.

Over time, water leaks from the ceiling have damaged and destroyed many of the ceiling tiles, diffusers, lights, speakers, etc. Since ceiling tiles serve as a line of defense

against dust, mold and disease, it is important that they be replaced periodically (or when damaged). Since most of the ceiling tiles in use today are porous fiber board, they are prone to water spots and sagging, making them a prime location to grow mold and mildew as well as harbor bacteria. These conditions are visibly apparent at New Life Day Center.

Ceiling tiles that are badly damaged and stained are normally due to leaks or even just condensation. In the case of the New Life Day Center, we have had many issues with roof leaks that we have had to address. Water spots on the ceiling tiles can be an indication of mold which is an obvious health concern. Mold can cause SBS (Sick Building Syndrome) and reduces indoor air quality.

The air diffusers in our ceilings are of unknown age. We know they were there when we started leasing the building in 2011 but have no idea how long they were there before that. Based on the way they look, they could be pre-historic. A neglected air diffuser can contribute to a host of health problems. The two biggest signs of neglected diffuser care are a) Mold and Condensation and b) Dust and Residue Formation. Both appear to be present at the New Life Day Center and can be seen in the pictures provided in the attached document ["Replace Ceiling Lights Panels - PICS of Existing Space.pdf"](#)

In addition to the above, many of the lights have been damaged by the water leaks and age and need to be replaced. The Ceiling Fans are in need of replacement as well, they are at least 12 years old and some are damaged.

Our plan is to completely remove the entire ceiling infrastructure and replace it. This includes the Ceiling Tiles, the Diffusers, Lighting, Fans, etc. We are placing a moderate contingency cost on this one (15%) due to the age of the building and the possibility of Asbestos. The New Life Day Center is requesting funding assistance in completing this project.

#### **4.1 Directly Provide or Indirectly Facilitate the Provision of Services to Low-income, Underserved, or Marginalized Lexington-Fayette County Residents Agency**

It is difficult to imagine a lower income, and more underserved and marginalized population than the homeless clients of Fayette County that we serve every day. Our primary mission and objectives are to:

- 1) Provide a safe place for the homeless to go during the day to get them off the streets and provide shelter from extreme weather.
- 2) Provide the first meal of the day.
- 3) Serve as a connecting point to help them get connected with Jobs, Training Programs, Housing, Medical Care, Social Security and many other services and programs.
- 4) Provide a place where other agencies that serve the homeless can come and help the homeless clients, we serve get connected with the services they provide.
- 5) Express and exemplify Christ's love for them in every way that we can by caring for them, showing respect, providing guidance, hope, encouragement and assisting them in any way we can.



**To ensure that we cover all our bases with criteria 4.1:**

- a) The Facility Improvement location is located in Fayette County and Operational Investments are for the purpose of serving Fayette County residents with these grant funds.
- b) We are good standing with the Kentucky Secretary of State.
- c) We are registered and have a current, complete Gold Seal of Transparency agency portrait on GuideStar.org.
- d) We acknowledge that Funds for the projects cannot be used to teach, advance, advocate or promote any religion.
- e) We agree to comply with all applicable local, state, and federal laws.

**4.2 Demonstrated Need**

- 1) “The type and scale of the project proposed clearly enables the capacity of the agency’s mission.”
  - i. This project clearly ties to our Agency Missions first objective, which is to “Provide a safe place for the homeless ...”. Providing safe shelter includes providing a space that is free from safety and health hazards. Due to the conditions with our ceiling described in great detail above, we feel that we are failing to meet this goal.
- 2) “Data provided that documents project need.”
  - a. Please see the attached document **“Replace Ceiling Lights Panels - PICS of Existing Space.pdf”** to see firsthand the need for this project. Pictures are worth a thousand words sometimes.

b. **Details on Project Need** - There are many issues with the ceiling that go beyond just how bad it looks. There are issues with both safety and health standards that are apparent with our current state. Over time, water leaks from the ceiling have damaged and destroyed many of the ceiling tiles, diffusers, lights, speakers, etc. Since ceiling tiles serve as a line of defense against dust, mold and disease, it is important that they be replaced periodically (or when damaged). Since most of the ceiling tiles in use today are porous fiber board, they are prone to water spots and sagging, making them a prime location to grow mold and mildew as well as harbor bacteria. These conditions are visibly apparent at New Life Day Center.

Ceiling tiles that are badly damaged and stained are normally due to leaks or even just condensation. In the case of the New Life Day Center, we have had many issues with roof leaks that we have had to address. Water spots on the ceiling tiles can be an indication of mold which is an obvious health concern. Mold can cause SBS (Sick Building Syndrome) and reduces indoor air quality.

The air diffusers in our ceilings are of unknown age. We know they were there when we started leasing the building in 2011 but have no idea how long they were there before that. Based on the way they look, they could be pre-historic. A neglected air diffuser can contribute to a host of health problems. The two biggest signs of neglected diffuser care are a) Mold and Condensation and b) Dust and Residue Formation. Both appear to

be present at the New Life Day Center and can be seen in the pictures provided in the attached document “Replace Ceiling Lights Panels - PICS of Existing Space.pdf”

In addition to the above, many of the lights have been damaged by the water leaks and age and need to be replaced. The Ceiling Fans are in need of replacement as well, they are at least 12 years old and some are damaged/

Our plan is to completely remove the entire ceiling infrastructure and replace it. This includes the Ceiling Tiles, the Diffusers, Lighting, Fans, etc. We are placing a moderate contingency cost on this one (15%) due to the age of the building and the possibility of Asbestos. The New Life Day Center is requesting funding assistance in completing this project.

- c. “If applicable, the facility proposed for use meets local codes, health, or safety standards. Or, the proposed project would remedy any code infractions or notices.”
  - i. Don’t think this one is applicable for this item.

#### **4.3 Applicant Capacity for Project and Meeting LFUCG Requirements**

- 1) Agency staff must have adequate credentials and experience to carry out the proposed project.
  - a. Regarding this project to replace our ceiling infrastructure, we will be subcontracting this work to a company that specializes in this type of work.

Our Day Center Coordinator, who is a former Facilities Manager and Handyman himself, will be managing these projects and will closely supervise them to ensure they get done right, on time and on budget with minimal disruption to the services we provide. We will likely plan this for a long weekend to avoid disruption

2) Regarding our prior experience, suitable agency fiscal capacity and organizational infrastructure to implement the project, and employee experience in grant management.

a. The New Life Day Center has successfully partnered with LFUCG on numerous initiatives, including but not limited to:

- i. Panhandler Van Jobs Program
- ii. COVID Housing Grant
- iii. Rental Deposit Assistance Program
- iv. HUD Point in Time Counts
- v. Homeless Prevention and Intervention Committee (Steve Polston served as chairperson for several years)
- vi. Extended Social Resource Grants (ESR)

b. Regarding our fiscal capacity and organizational infrastructure to implement projects:

- i. Fiscal Capacity – see attached letter of commitment from Community Trust Bank to provide a \$50,000 drawdown account that we can use as needed to cover project costs for later reimbursement through the grant. We will be able to space them

out so that this fund plus any additional resources needed will allow us to cover the up-front costs of the projects.

ii. We have a strong and successful track record with the LFUCG on all historical projects.

iii. Our Day Center Coordinator, who is a former Facilities Manager and Handyman himself, will be managing this project.

c. Regarding our employee experience in Grant Management

i. Refer to point 2) a) above where we have listed all the LFUCG grant programs where we have successfully partnered with LFUCG on Grant Management and Administration.

#### **4.4 Operational Feasibility**

1) “Clear and complete plans and timeline for implementing and completing the project.”

a. Complete Plans – Replace Ceiling Lights Panels Fans, Etc. Project

i. At this point we have obtained actionable quotes for this project.

The quotes followed in person meetings at the facility to clarify the scope and agree on exactly what we wanted done.

ii. The vendors have stated that they have well-established processes for completing this project. The process is not so complex that it will require a project plan, however, the timing will need to be carefully planned so as not to unnecessarily disrupt our services.

iii. Each vendor has provided detailed quotes for the work which is in essence their “Scope of Work”. Once the funding is approved, updated, actionable quotes will be requested and provided by the subcontractors. We are adding a moderate 15% contingency cost on this project due to the age of the building and the potential for asbestos. We want to ensure we don’t go over on this most critical project.

**b. Timelines (provided by the vendors)**

Once approved, we will be able to start this project in no more than 5 weeks and complete within 6 weeks of starting.

2) “An adequate strategy for securing additional support and commitment if needed. If applicable, include letters of commitment for other funding that will be used to implement the project.”

a. The New Life Day Center Board is made up of current and former senior leaders from many of the companies that have shaped Lexington including Lockheed Martin, Toyota and Valvoline, just to name a few. When we need to get something done these leaders have shown time and time again their ability to engage and make things happen. Our board is fully behind this process and the objectives we are pursuing here. If we need additional support or commitment, we are confident they can provide it.

b. Fiscal Capacity – see attached letter of commitment from Community Trust Bank to provide a \$50,000 drawdown account that we can use as needed to cover project costs for later reimbursement through the grant.

We will be able to space them out so that this fund plus any additional resources needed will allow us to cover the up-front costs of the projects.

3) “Adequate number of qualified staff to carry out the proposed project.”

- a. There are no issues or concerns with having the qualified staff to complete this project as it will be done by hired professionals who complete this type of work on an everyday basis. We would be managing the project to ensure that deliverables, cost and timeline, are met, but all project work would be entirely performed by the selected vendor. The project management duties for this project would be overseen by both our Executive Director and our Day Center Coordinator who is a former facilities manager.

4) “Indicators that demonstrate that the project can be completed by April 30, 2025.”

- a. The duration from start to finish for this project is 11 weeks or less. Given that they anticipate being able to start within 5 weeks and complete within 6 weeks after start, there is no reason to think there will be any issues with this target. In fact, we anticipate having this work completed no later than Q1 of 2024 if approved.

## 4.5 Cost Analysis

Project	Start within X Weeks	Complete within X Weeks	Estimated Cost with 15% Contingency	File Attachment/s Name with Quote Details	File Attachment/s Name Current State Pictures
Replace Ceiling Lights Panels Fans Etc.	5	6	\$18,407.02	Replace Ceiling Lights Panels Fans - estimate_710.pdf	"Replace Ceiling Lights Panels - PICS of Existing Space.pdf"
<b>For all of the Above as a collective</b>	<b>Start First Project within X Weeks</b>	<b>Complete ALL Projects within X Weeks</b>	<b>TOTAL COST</b>		
	<b>8-weeks</b>	<b>8-weeks</b>	<b>\$18,407.02</b>		

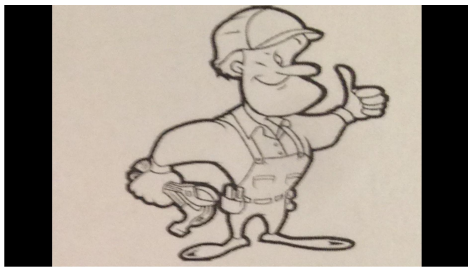
The total estimated amount for these projects is \$18,407.02 which includes a modest contingency cost of (15%) due to the age of the building, and the potential for asbestos.

The above is a screenshot of the project cost analysis and timeline taken from the attached / uploaded document "Project Budgets & Timeline Estimations.xlsx".

Extensive discussions and planning went into arriving at these project scopes and timelines. All of the above estimated costs were taken from the actionable quotes provided by potential vendors. For the line items that constitute the project budget see the attached uploaded document "[Replace Ceiling Lights Panels Fans - estimate\\_710.pdf](#)".

Regarding our "Agency Budget", please see the attached / uploaded file "NLDC Agency Budget.xlsx".





Jerry Graves  
 118 Oakwood Dr.  
 Nicholasville, KY 40356  
 859-608-1248  
 jerrygravescontracting@yahoo.com

## Estimate

# Jerry Graves General Contracting

For: New Life Day Center  
 prmiller@newlifedaycenter.org  
 224 N Martin Luther King Blvd  
 Lexington, KY, 40507-2133  
 +1 (859) 983-8838

Estimate No: 710  
 Date: 09/18/2023

Description	Quantity	Rate	Amount
Removal & Installation of HVAC Diffusers (Recreation Room)	10	\$202.41	\$2,024.10
Removal (Recreation Room): 2'x4' Ceiling Grid Lights (22) Ceiling Speakers Ceiling Can Lights Installation (Recreation Room): 2'x4' LED Ceiling Grid Lights (22)	1	\$6,534.00	\$6,534.00
2'x4' Ceiling Grid Tiles - Material & Labor (Recreation Room)	1	\$5,648.00	\$5,648.00
Removal & Installation of 52" Ceiling Fans	6	\$300.00	\$1,800.00
		Subtotal	\$16,006.10
		TAX 0%	\$0.00
		Total	\$16,006.10
<b>Total</b>			<b>\$16,006.10</b>

### Notes

Time Schedule (Upon Approval):  
 - Start in 3-5 Weeks  
 - Completion 4-6 Weeks

\*Disclaimers - If Asbestos, underground rock and/or utilities are found, the price is subject to change depending on the size, area, and amount found\*

Priority	Project	Start within X Weeks	Complete within X Weeks	Estimated Cost with 5% Contingency	File Attachment/s Name with Quote Details	File Attachment/s Name Pictures and Future State
	<b>Security &amp; Safety Systems Projects</b>					NA
3	Door Access Control System Expansion	4	2	\$3,890.96	New Life Day Center access control addon.pdf	NA
1	Video Surveillance System	3	1	\$2,640.66	Updated Camera Estimate 2023.pdf	Camera Locations.pdf
2	Security Monitoring System (Break In / Fire)	6	1	\$5,680.50	Bates - Fire Alarm with Burglary System Quote.pdf	NA
	<b>For all of the Above as a collective</b>	<b>Start First Project within X Weeks</b>	<b>Complete ALL Projects within X Weeks</b>	<b>TOTAL COST</b>		
		<b>4-weeks</b>	<b>8-weeks</b>	<b>\$12,212.12</b>		



building communities ...built on trust

100 East Vine Street  
Lexington, Kentucky 40507  
859-389-5350

COMMUNITY TRUST BANK, INC.  
COMMERCIAL LOAN COMMITMENT

September 18, 2023

New Life Day Center, Inc.  
Mr. Phillip R. Miller  
224 North Martin Luther King Boulevard  
Lexington, Kentucky 40507

Dear Mr. Miller:

RE: To provide working capital associated with cash flow fluctuation associated with a Memorandum of Agreement with Lexington Fayette Urban County Government.

"Project"

We are pleased to inform you that your application for a commercial loan (herein the "Loan") for the above mentioned Project has been approved by Community Trust Bank, Inc., (herein the "Bank"), subject to the following terms, conditions and requirements:

BORROWER: New Life Day Center, Inc., a Kentucky non-profit corporation.

AMOUNT: \$50,000.00, to be evidenced by the promissory note of Borrower.

INTEREST RATE: WSJP rate or base rate on corporate loans in effect at large United States money center commercial banks as published in the *Wall Street Journal* from time to time plus 0.25% with a floor of six and one quarter percent (6.25%).

TERM: Twelve (12) months with interest only payments due monthly and principal due at maturity.

ORIGINATION

FEE: \$250.00, which fee shall be deemed to be fully earned upon acceptance of this Commitment by Borrower and shall be paid in full on or before the day of the loan closing.

PURPOSE: To provide working capital associated with cash flow fluctuation associated with a Memorandum of Agreement with Lexington Fayette Urban County Government.

COLLATERAL: Assignment of Deposit Accounts to be opened at  
Community Trust Bank, Inc.

The Bank's obligation to close the Loan is subject to receipt and approval by Bank of the following additional documentation, all of which must be in form and substance acceptable to Bank and its counsel:

1. Assignment of CTBI Deposit Accounts;
2. Articles of Incorporation or Organization and Bylaws;
3. Certificate of Existence; and
4. Resolution.

The detailed requirements for each of the documents marked above will be more fully set forth in a Commercial Loan Agreement (herein "Loan Agreement") to be entered into by Borrower and Bank at the time of closing. The Loan Agreement shall further set forth the terms and conditions for disbursing the proceeds of the Loan certain representations, warranties and covenants of Borrower with respect to the Project and the Loan; Events of Default for the Loan and such other matters as may be required by Bank. The Loan Agreement, Borrower's promissory note, the Collateral security documents (if applicable) and any Guaranty (if applicable) shall be prepared by counsel acceptable to Bank and shall be in form and content acceptable to Bank.

Borrower shall pay, in addition to the Origination Fee, all costs and expenses incurred by Bank in connection with the Loan, including but not limited to, appraisal, legal, and filing fees. In the event the Loan should not close for any reason, all such costs and expenses shall nonetheless be paid by Borrower.

Initial funding of the loan hereunder is contingent on there being no material adverse change in circumstances of the Borrower or its properties between the date of this commitment and the date of closing and, in consideration of this commitment; the Borrower agrees to notify the bank of any such changes as may occur during this time. Further, the Borrower, if requested by the lender, shall certify to the lender at the time of closing that no material adverse change in the circumstances of the Borrower or its properties has occurred since the date of this loan commitment.

This Commitment will expire on the 18th day of October, 2023, unless the signed acceptance of this commitment is received by the bank on or before this date. If accepted, this commitment will expire 60 days after the acceptance thereof should the loan not close for any reason.

All understandings and agreements previously made between the parties are merged into this agreement which fully expresses the agreement with neither party relying upon any statement or representation made by the other not embodied in this agreement. This agreement may not be changed orally and may not be assigned by the Borrower.

KEY TERM LOAN COVENANTS:

1. Draws may be requested by Phillip Miller via phone, email, fax, or in person.
2. Memorandum of Agreement funds will be deposited into a Demand Deposit Account owned by the borrower at Community Trust Bank, Inc. then applied to the outstanding principal of the Note. Any excess funds will be released to the borrower's operating account.

Very truly yours,

COMMUNITY TRUST BANK, INC.

BY: \_\_\_\_\_

Michael J. Kenney  
VICE PRESIDENT

This Commitment is hereby accepted:

BORROWER:

New Life Day Center, Inc.,  
a Kentucky non-profit corporation

\_\_\_\_\_  
By: Phillip R. Miller,  
Chairman of the Board

DATE: \_\_\_\_\_, 2023

Annual Donations 2023	\$ 5,970.48	\$ 12,276.25	\$ 19,820.00	\$ 23,235.35	\$ 2,952.15	\$ 33,791.69	\$ 16,497.48	\$ 10,722.19	\$ 26,149.94	\$ 13,750.00	\$ 13,750.00	\$ 23,750.00	202,666
SubLease Revenue	\$ 3,240.00	\$ 3,240.00	\$ 3,240.00	\$ 3,240.00	\$ 3,240.00	\$ 3,240.00	\$ 3,240.00	\$ 3,240.00	\$ 3,240.00	\$ 3,240.00	\$ 3,240.00	\$ 3,240.00	38,880
LFUCG Panhandler Program Avg Reimbursement	\$ 3,214.00	\$ 3,214.00	\$ 3,214.00	\$ 3,214.00	\$ 3,214.00	NLDC Agency Budget \$ 3,214.00	\$ 3,214.00	\$ 3,214.00	\$ 3,214.00	\$ 3,214.00	\$ 3,214.00	\$ 3,214.00	38,568
Monthly Projected Income + Reimbursements	\$ 12,424.48	\$ 18,730.25	\$ 26,274.00	\$ 29,689.35	\$ 9,406.15	\$ 40,245.69	\$ 22,951.48	\$ 17,176.19	\$ 32,603.94	\$ 20,204.00	\$ 20,204.00	\$ 30,204.00	\$ 280,113.53
<b>Monthly Expenses</b>	<b>Jan-23</b>	<b>Feb-23</b>	<b>Mar-23</b>	<b>Apr-23</b>	<b>May-23</b>	<b>Jun-23</b>	<b>Jul-23</b>	<b>Aug-23</b>	<b>Sep-23</b>	<b>Oct-23</b>	<b>Nov-23</b>	<b>Dec-23</b>	<b>12 Month Totals</b>
Payroll Executive Director + 2 Part-Time Staff	\$ (9,190.24)	\$ (5,360.11)	\$ (5,396.87)	\$ (4,902.81)	\$ (4,638.13)	\$ (5,806.81)	\$ (6,680.22)	\$ (5,307.57)	\$ (6,000.00)	\$ (6,000.00)	\$ (6,000.00)	\$ (6,000.00)	\$ (71,282.76)
Contracted Security Staff	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (350.00)	\$ (350.00)	\$ (350.00)	\$ (350.00)	\$ (1,400.00)
Payroll Taxes	\$ (1,934.23)	\$ (2,399.53)	\$ (2,173.20)	\$ (2,312.77)	\$ (2,029.45)	\$ (1,811.62)	\$ (2,350.29)	\$ (2,350.29)	\$ (2,350.29)	\$ (2,350.29)	\$ (2,350.29)	\$ (3,525.44)	\$ (27,937.69)
HR/Employee Benefits	\$ (37.10)	\$ (26.50)	\$ (201.50)	\$ (21.20)	\$ (2,002.82)	\$ (590.88)	\$ (596.18)	\$ (601.48)	\$ (668.62)	\$ (668.62)	\$ (668.62)	\$ (668.62)	\$ (6,752.14)
LFUCG Panhandler Program Avg Payroll	\$ (3,214.00)	\$ (3,214.00)	\$ (3,214.00)	\$ (3,214.00)	\$ (3,214.00)	\$ (3,214.00)	\$ (3,214.00)	\$ (3,214.00)	\$ (3,214.00)	\$ (3,214.00)	\$ (3,214.00)	\$ (3,214.00)	\$ (38,568.00)
Lease	\$ (4,263.17)	\$ (4,263.17)	\$ (4,263.17)	\$ (4,263.17)	\$ (4,263.17)	\$ (4,263.17)	\$ (4,263.17)	\$ (4,263.17)	\$ (4,263.17)	\$ (4,263.17)	\$ (4,263.17)	\$ (4,263.17)	\$ (51,158.04)
Utilities	\$ (1,606.66)	\$ (1,777.12)	\$ (1,594.11)	\$ (1,333.84)	\$ (1,072.41)	\$ (1,151.41)	\$ (1,697.11)	\$ (2,245.38)	\$ (1,600.00)	\$ (1,600.00)	\$ (1,600.00)	\$ (1,600.00)	\$ (18,878.04)
Door Access System Install	\$ (3,909.80)	\$ (1,954.90)	\$ (1,954.90)	\$ (1,954.90)	\$ (1,954.90)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (11,729.40)
Food/Direct Service	\$ (1,589.40)	\$ (1,218.33)	\$ (1,500.00)	\$ (883.13)	\$ (1,527.00)	\$ (1,837.07)	\$ (883.60)	\$ (1,752.71)	\$ (1,500.00)	\$ (1,500.00)	\$ (1,500.00)	\$ (1,500.00)	\$ (17,191.24)
Worker's Comp Insurance	\$ -	\$ -	\$ -	\$ (779.59)	\$ -	\$ (1,144.25)	\$ (552.35)	\$ (552.34)	\$ (552.34)	\$ (552.34)	\$ (552.34)	\$ (552.34)	\$ (5,237.89)
Bldg Maintenance/Facilities	\$ (535.55)	\$ -	\$ (500.00)	\$ (546.72)	\$ (1,054.14)	\$ (1,325.00)	\$ -	\$ (872.35)	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (8,833.76)
Building Security	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (400.00)	\$ (400.00)	\$ (400.00)	\$ (400.00)	\$ (1,600.00)
Project Loan-Community Trust	\$ (878.16)	\$ (878.16)	\$ (878.16)	\$ (878.16)	\$ (878.16)	\$ (878.16)	\$ (878.16)	\$ (878.16)	\$ (878.16)	\$ (878.16)	\$ (878.16)	\$ (878.16)	\$ (10,537.92)
Miscellaneous	\$ (100.00)	\$ (100.00)	\$ (100.00)	\$ (100.00)	\$ (100.00)	\$ (100.00)	\$ (100.00)	\$ (100.00)	\$ (100.00)	\$ (100.00)	\$ (100.00)	\$ (100.00)	\$ (1,200.00)
Monthly Projected Expenses	\$ (27,258.31)	\$ (21,191.82)	\$ (21,775.91)	\$ (21,190.29)	\$ (22,734.18)	\$ (22,122.37)	\$ (21,215.08)	\$ (22,137.45)	\$ (22,876.58)	\$ (22,876.58)	\$ (22,876.58)	\$ (24,051.73)	\$ (272,306.88)
Difference	\$ (14,833.83)	\$ (2,461.57)	\$ 4,498.09	\$ 8,499.06	\$ (13,328.03)	\$ 18,123.32	\$ 1,736.40	\$ (4,961.26)	\$ 9,727.36	\$ (2,672.58)	\$ (2,672.58)	\$ 6,152.27	\$ 7,806.65

# AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT NEW LIFE DAY CENTER

## Statement of Purpose

The New Life Day Center is committed to providing equal employment opportunity (EEO) to applicants and employees, which includes all personnel activities. These activities include, but are not limited to:

- Recruitment/advertising/job application process
- Hiring, promotion
- Compensation
- Any other term, condition, or privilege of employment

This commitment is intended to:

- Communicate the EEO/Affirmative Action Statement of the organization
- Detail the actions New Life Day Center is taking to support this commitment
- Assign ownership of tracking the commitment and results

## Equal Employment Opportunity & Affirmative Action Statement

Equal Employment Opportunity has been, and will continue to be, a fundamental principle at New Life Day Center where employment is based upon personal capabilities and qualifications without discrimination on the basis of race, color, national origin, religion, gender (including pregnancy, childbirth and related medical conditions), sexual orientation, age (40 and over), disability, health status and genetic information, and other characteristics protected under state, federal, or local law.

This policy of Equal Employment Opportunity applies to all policies and procedures relating to recruitment and hiring, compensation, benefits, termination, and all other terms and conditions of employment.

Any employee aware of any violation of this policy is required to immediately report it to the Executive Director, the Chair of the New Life Day Center Board, or any member of the New Life Day Center Board you feel comfortable going to. Appropriate disciplinary action will be taken against any employee violating this policy.

Any employee in need of an accommodation shall make their requests to the Executive Director and/or the Chair of the Board. New Life Day Center will engage in an interactive process with the employee requesting the accommodation to determine whether a reasonable accommodation exists that does not cause undue hardship to New Life Day Center. New Life Day Center will provide reasonable accommodations to the extent required to do so pursuant to applicable law.

# AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT NEW LIFE DAY CENTER

## Support Actions

It is the policy of New Life Day Center to take the following actions in relation to Affirmative Action and Equal Employment Opportunity:

- Include the phrase “Equal Opportunity/Affirmative Action Employer” in all job postings
- Ensure all personnel performing interviews for open positions are trained in non-discriminatory interview practices and are aware of the Equal Employment Opportunity and Affirmative Action Statement
- Ensure the Equal Employment Opportunity and Affirmative Action Statement is posted for the reference of all employees
- Collect demographic data related to employment for analysis annually
  - See ‘Workforce Analysis’ form

## Ownership/Ongoing Tracking

- The Executive Director is responsible for implementing the EEO/Affirmative Action support items
- The Board of Directors is responsible for reviewing, at least annually, the Affirmative Action Commitment and related demographic data



LEASE

HIS LEASE, made and entered into this 2nd day of August, 2016, by and between  
WONDERLAND INVESTMENTS, LLC, a Kentucky Limited Liability Company, 601 Lagonda  
Avenue, Lexington, Kentucky 40505, hereinafter "Lessor" and NEW LIFE DAY CENTER,  
INC, a Kentucky Non-profit Corporation, whose mailing address is 224 North Martin Luther  
King Boulevard, Lexington, Kentucky 40507, hereinafter "Lessee" and ~~STEVE POLSTON, an~~  
~~individual, 3708 Hidden Lake Lane, Lexington, Kentucky 40516, hereinafter "Guarantor".~~

8/2/16

\$

ok [signature]

WITNESSETH:

WHEREAS, Lessor owns certain real property with improvements thereon, known as  
224 North Martin Luther King Boulevard, Lexington, Kentucky 40507 and,

WHEREAS, Lessee desires to lease the said property, consisting of approximately 7,000  
square feet (+/-), the leased portion being hereinafter described as the "Premises."

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the  
parties hereto hereby agree that the Lessor, for and in consideration of the rents, terms, covenants  
and conditions hereinafter set out, does hereby let, lease and demise unto the Lessee and the  
Lessee does hereby take, lease and rent from the Lessor, the Premises.

ARTICLE I

TERM

1.1 Term. The term of the Lease shall be two years, commencing on the 1st day of  
January, 2017, expiring at midnight December 31, 2018. ("Primary Term"), unless sooner  
terminated pursuant to the terms hereof.

ARTICLE II

RENT AND DEPOSIT

2.1 Rent Amount. The Lessee covenants and agrees to pay to the Lessor as annual  
rental for the Premises during the Primary Term the sum of Forty-two Thousand Four Hundred  
Eighteen Dollars and 08/00 (\$42,418.08) payable in monthly installments of Three Thousand  
Five Hundred Thirty-four Dollars and 84/00 (\$3,534.84) each, in advance, on the first of each

month. Rents are payable at the offices of the Lessor herein or at such other place as the Lessor may designate.

2.2 Late Payments. IT IS UNDERSTOOD AND AGREED BY LESSEE THAT TIME IS OF THE ESSENCE IN THE PAYMENT OF MONTHLY RENTALS, AND SAME ARE DUE AND OWING ON THE FIRST DAY OF EACH MONTH. LATE PAYMENTS CONSTITUTE DEFAULT UNDER ARTICLE XII.

2.3 Deposit. Upon execution of the Lease, Lessee has tendered to Lessor a security deposit of Three Thousand Four Hundred Thirty-one Dollars and 88/100 (\$3,431.88). The account in which the deposit is kept will be interest bearing and all interest will go to the Lessor for account maintenance and any other consideration deemed necessary by the Lessor.

### ARTICLE III IMPROVEMENTS

3.1 Lessee acknowledges that at the time of the execution of this Lease, the Lessee has examined the Premises and accepts the building, improvements, common areas and equipment on or in the leased Premises in the existing condition.

PROVIDED FURTHER, HOWEVER, THAT SHOULD THE LESSOR AND LESSEE HAVE AGREED THAT LESSOR IS TO MAKE ANY OTHER IMPROVEMENTS, ALTERATIONS, ADDITIONS, CHANGES OF ANY KIND, OR SHOULD THERE BE ANY OTHER AGREEMENT OF ANY KIND BETWEEN LESSOR AND LESSEE CONCERNING THE PREMISES, THEN A COMPLETE LIST OF THESE ITEMS, OR AGREEMENTS OF REPRESENTATIONS SHALL BE SPECIFICALLY OUTLINED IN A MEMORANDUM, SIGNED BY BOTH THE LESSOR AND LESSEE AND ATTACHED TO THIS LEASE AND MADE A PART HEREOF AS EXHIBIT 1.

3.2 Improvements. Subject to 3.1 above, the Lessee, at its sole cost and expense, shall have the right to remodel and improve the Premises for use by the Lessee for the purposes hereinafter allowed; provided, however, that (a) the plans and specifications shall be first approved by the Lessor and the Lessee shall complete the remodeling and improvements in accordance with said plans and specifications; (b) Lessor may impose any such conditions and requirements on said changes, improvements and construction as Lessor may deem necessary to protect it and be in its best interest; and, (c) all such remodeling and improvements, when

completed and placed upon said Premises, shall as of said date immediately become the property of the Lessor.

3.3 Parking and Common Areas. Lessee, its employees, agents, invitees and licensees are hereby granted the right and privilege to use the parking area as are designated as such by the Lessor and as modified by Lessor from time to time. Lessee may mark such designated spaces on the pavement as approved by Lessor. Lessee agrees to abide by any and all reasonable rules and regulations governing the building of which the leased Premises are a part and the use of any of the designated common areas, including a use of the common area parking that will benefit and serve customers, guests and invitees of all of the Tenants of said Premises, including the adjoining property at 220 North Martin Luther King Boulevard. Lessee further agrees to be liable and responsible for any damages or abuse to said Common Area facilities by its employees, agents, customers, invitees or licensees.

#### ARTICLE IV

##### MAINTENANCE AND REPAIR

4.1 Maintenance and Repair. Lessor shall at its expense provide all repairs and maintenance required to keep the Premises, including, without limitations, the roof, sub floor, exterior walls (including painting), bearing walls and other structural components of the Building, and complete replacements (as opposed to normal repair and maintenance) of any mechanical, primary electrical components (as opposed to secondary electrical components), plumbing fixtures, HVAC, doors, overhead doors and service elements serving the Premises, however, the Lessor shall not be required to make any repairs made necessary as a result of misuse or neglect by Lessee (or its employees or invitees). It shall be the obligation of the Lessee, at the Lessee's expense, to make all repairs and maintenance to the interior of Lessee's portion of said Premises, including plumbing, lighting, mechanical, electrical, heat and air-conditioning units, plate glass, doors, walls (including paint or wall coverings), ceilings, floor coverings, door locks, overhead doors and loading docks (including interior of said loading docks), and all other improvements on said Premises. Lessee shall at all times keep the Premises clean and in good maintenance and repair, and shall surrender the Premises at the expiration or termination of this Lease in the same condition as received, normal wear and tear expected. Lessor at no time shall warrant clogged plumbing lines (except in the event of pipe collapse or

faulty installation) or light bulbs. In the event of a clogged plumbing line, it shall be the obligation of the Lessee to research or hire a professional plumber to find the cause of the clogged pipe (such as video or other methods) at the expense of the Lessee and make all necessary repairs at the expense of the Lessee. In the event the clogged pipe is found collapsed or installed improperly, it shall be the obligation of the Lessor to make any necessary repairs at the Lessor's expense.

4.2 Lessee specifically recognizes that in the event the demised Premises contain separate plumbing systems or separate HVAC systems, that the Lessee shall be responsible for obstructions in water closets or other drains, and shall further be responsible for the seasonal servicing of HVAC equipment and the quarterly changing of filters. Lessee shall be responsible and liable for any resulting damages to the Premises or equipment as a result of said failure to maintain.

## ARTICLE V

### USE OF PREMISES

5.1 Use of Premises. The Lessee shall have the right to use and occupy the Premises ONLY for a homeless day center as approved by the LFUCG, and operating typically between 8:30a and 3:30p, Monday thru Friday, and none other without Lessor's written consent. Lessee further agrees not to maintain any nuisances and to fully cooperate with the Lessor and neighboring tenants in the full utilization of the common areas, parking areas and the Premises generally to the benefit of all the tenants of said building or complex.

## ARTICLE VI

### COMPLIANCE WITH RULES AND REGULATIONS OF GOVERNMENTAL AGENCIES OR BOARD OF HEALTH

6.1 Compliance with Rules and Regulations of Governmental Agencies or Board of Health. During the entire time of this Lease, the Lessee will, at its own expense, be responsible for any changes, alterations, improvements, installations or operation that may be required to be performed upon the Premises by any order, rule or regulation of the Board of Health of the City of Lexington, or Fayette County, Kentucky, or any other governmental agency as a result of the Lessee's occupying said Premises.

## ARTICLE VII

### SIGNS

7.1 Signs. The Lessee will not erect any signs on the buildings, doors, windows, improvements, grounds or common areas herein leased and demised without the prior written consent of the Lessor, and such approval and consent shall be at the sole discretion of the Lessor. In the event such approval shall be given, such signage will be designed and installed so as to be compatible with the size of the buildings, other signage and all expenses and approvals shall be the responsibility of the Lessee.

## ARTICLE VIII

### EMINENT DOMAIN AND CONDEMNATION

8.1 Complete or Substantial Taking. If the whole Premises, or a substantial part of the buildings on the Premises shall be taken by eminent domain, or by agreement between the Lessor and the condemnor resulting from the threat of eminent domain, this Lease shall cease and terminate from the date of title vesting in the condemnor and the Lessee shall have no claim against the Lessor for the value of any unexpired term of this Lease, nor shall the Lessee be entitled to any share of the award to Lessor. Lessor agrees, however, that Lessee may proceed with or against condemnor and may pursue its own settlement of any damages or losses to Lessee as a result of said taking, so long as the award by condemnor shall in no way diminish or reduce the amount or method of the award and damages to the Lessor.

## ARTICLE IX

### INSURANCE

9.1 Insurance. Lessee shall, at its expense, maintain during the Term comprehensive public liability insurance, contractual liability insurance and property damage insurance under policies issued by insurers of recognized responsibility, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, as such amount may be reasonably increased by Lessor from time to time, for personal injury, bodily injury, death, contractual liability, or for damage or injury to or destruction of Property (including the loss of use thereof). Lessee's policies shall name Lessor as additional insured and any mortgagee of the property as additional insured. Lessee shall furnish to Lessor a certificate evidencing such coverage. Lessee hereby acknowledges and agrees that it shall bear the risk of loss for all property belonging to the Lessee placed

within its office unit or other areas of these premises. Lessee shall purchase and maintain in full force and effect all property insurance coverage required and/or desired by the Lessee with respect to such property, including fire and extended coverage insurance.

Lessee agrees to indemnify, compensate, and hold forever harmless Lessor from any and all claims, damages, and/or liability whatsoever, including death of any person and/or damage and/or destruction of any property unless due to the fault of the Lessor.

At the signing of this agreement, Lessee agrees to waive subrogation against Lessor.

## ARTICLE X

### UTILITIES

10.1 Utilities. Lessee agrees to pay when due all charges for garbage, refuse, sewer, gas, electricity, lights, water, heat or power, water quality management fees, telephone or other communication services used, rendered or supplied upon, or in connection with the Premises throughout the term of the Lease.

## ARTICLE XI

### DESTRUCTION

11.1. Destruction. If, during the term of this Lease, the Premises shall be damaged by fire or other cause, without the fault of the Lessee, its servants, employees, customers, agents, visitors or licensees, the damages shall be repaired by, and at the expense of, the Lessor; and the Lessor shall repair the Premises and put them in a tenantable state within a period of four (4) months. If the Lessor finds that it is unable to make such repairs within the four (4) month period, both the Lessor and the Lessee shall have the right to terminate this Lease at the expiration of said four (4) month period at their option. Should the Lessee not be able to occupy and utilize the Premises during said period of repair, then the monthly rentals and common area charges shall be abated until the Premises are restored and occupied, with the Lessor to be compensated through a "rent loss" rider to the casualty insurance coverage.

## ARTICLE XII

### DEFAULTS

12.1 Default by Lessee. (a) If the Lessee shall not pay any monthly installment of rent within ten (10) days of its due date, without any written demand being required (provided,

however, if Lessee shall be in default of its rent payment on more than three (3) occasions, such period shall be reduced to five (5) days); or (b) if Lessee shall fail to correct any other default within ten (10) days after written notice of such default; or (c) should the Lessee vacate the Premises (actually or effectively), then in any such event the Lessor may, at any time, if it elects to do so, terminate this Lease, re-enter upon the Premises and take possession thereof, with full right to sue for and collect all rents and other amounts for the payment of which the Lessee shall then be in default. The Lessor may, if it elects so to do, bring suit for the collection of rents and enforcement of the other provisions of this agreement, without entering into possession of the Premises or voiding or terminating this Lease. If this Lease is terminated, the Lessor is hereby given the right by Lessee to re-let the Premises as the agent of the Lessee, and in the event of re-entry by the Lessor, to receive the rents therefore, applying such rents first to the payment of such expenses as the Lessor may be put to in re-entering and re-letting said Premises (including commissions) and then to the payment of the rent due hereunder and the balance, if any, shall be the property of the Lessor as liquidated damages, but in the event the rent realized from such re-letting shall not be sufficient to pay the rents accruing hereunder, the Lessee shall continue to be liable for any deficiency during the remainder of the Lease term. The above remedies shall be cumulative and in addition to all other remedies available to the Lessor at law and in equity. Lessor may have the right to a Forcible Detainer and Writ of Possession for any default of this or any other provision hereunder, including Article XIII.

12.2 Late Fee. If Lessee fails to pay any Monthly Rent or Additional Rent on the date they are due and payable, the unpaid amounts will be subject to a late payment charge equal to 10% of the unpaid amounts for the month in which such unpaid amounts are due, and 10% per month or portion of additional months such amounts remain unpaid. This late payment is intended to compensate the Lessor for its additional administrative costs resulting from Lessee's failure, and has been agreed upon by Lessor and Lessee, after negotiation, as a reasonable estimate of the additional administrative costs that will be incurred by Lessor as a result of Lessee's failure. The actual cost in each instance is extremely difficult, if not impossible to determine. This late payment will constitute liquidated damages and will be paid to Lessor together with such unpaid amounts. The payment of this late payment charge will not constitute a waiver by Lessor of any default by Lessee under this Lease.

In the event some or all of this late payment charge shall be held to be unenforceable, it shall not be considered a breach of the Lease by the Landlord, but shall be enforceable to the extent permitted by law.

12.3 Indemnification Upon Default. Upon any default by Lessee hereunder, Lessee shall be liable for and hereby agrees to pay any and all liabilities, losses, costs and expenses including attorneys' fees incurred by Lessor as a result of Lessee's default and in exercising Lessor's rights and remedies in connection with such default.

12.4 Default of Lessor. Lessor shall in no event be charged with default in the performance of any of its obligations under this Lease unless and until Lessor shall have received written notice from Lessee specifying wherein Lessor has failed to perform such obligation or remedy such default, and such default has not been cured after thirty (30) days (or such additional time as is reasonably required to correct any such default) from Lessor's receipt of such notice from Lessee.

12.5 Status of Lessor. Lessee agrees that Lessee shall look solely to Lessor's interests in and to the Premises, subject to prior rights of any mortgagee of the Premises, for collection of any judgment (or other judicial process) requiring payment of money by Lessor in the event of default or breach by Lessor of any of the covenants, terms or conditions of this Lease to be observed or performed by Lessor, and that no other assets of Lessor shall be subject to levy, execution or other process for satisfaction of Lessee's remedies. The term "Lessor" as used in this Lease in relation to covenants, agreements and conditions to be observed and performed by Lessor, shall mean and include only the owner or owners from time-to-time of the Lessor's interest in this Lease and the Premises. In the event of any transfer or transfers of such interest (except a transfer for security), the Lessor named herein (or the transferor in the case of a subsequent transfer) shall, after the date of such transfer, be released from all personal liability for performance of any covenant, agreement and condition on the part of the Lessor which are thereafter to be performed hereunder. The transferee shall be deemed to have assumed (subject to the limitations of this paragraph) all of the covenants, agreements and conditions herein to be observed by Lessor with the result that such covenants, agreements and conditions shall bind the Landlord, its successors and assigns, only during and in respect of their respective successive periods of ownership.



ARTICLE XIII  
CANCELLATION AND  
SURRENDER OF THE PREMISES

- 13.1 The Lessor may cancel this Lease upon the happening of any of the following:
- (a) The Lessee, guarantors, any of them or any sublessee/sublessees hereunder, being adjudged a bankrupt, either voluntarily or involuntarily;
  - (b) Whenever the Lessee, guarantors or any of them, shall become insolvent, or execute an assignment for the benefit of their creditors;
  - (c) When said Premises are used in a manner in violation of statute, state administrative rulings, local and health ordinances, Urban County Ordinances and regulations;
  - (d) Whenever said Premises shall be, or through its use, becomes a nuisance, either public or private;
  - (e) Whenever an installment of rent is due and payable for a period of ten (10) days from the date upon which it is due;
  - (f) Whenever a lien has been filed against the land or building of which the Premises are a part; or
  - (g) Whenever the Premises are actually, effectively or constructively vacated.

In the event that the Lessor elects to cancel this Lease for the reasons aforesaid, the Lessee agrees that it will surrender and deliver up the said Premises upon ten (10) days written notice from the Lessor of the existence of any of the aforesaid facts.

ARTICLE XIV  
ASSIGNMENT AND SUBLETTING

14.1 Assignment. The Lessee shall not assign this Lease or sublease the Premises in whole or in part, without the express written consent of the Lessor, which consent shall not be arbitrarily withheld. Any such assignment or subletting shall not relieve Lessee or Guarantor from liability for payment of rent or other sums herein provided or from the performance of any other obligations under this Lease.

ARTICLE XV

COVENANT OF QUIET ENJOYMENT

15.1 Covenants. Lessor covenants that the Lessee, on paying the rents and observing and keeping the covenants and stipulations of the Lease, shall lawfully, peaceably and quietly hold, occupy and enjoy said Premises during the term thereof, or any extension hereof, without hindrance or molestation.

ARTICLE XVI

CUMULATIVE REMEDIES OF LESSOR

16.1 The specified remedies to which the Lessor may resort under the terms hereof are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the Lessor may be lawfully entitled in case of any breach by the Lessee of any provision or provisions of this Lease.

ARTICLE XVII

LIEN FOR RENT

17.1 Lien for Rent. It is further covenanted and agreed between the parties hereto that the whole amount of the rent reserved and hereby agreed to be paid, and the amount of any and all other charges mentioned herein and all interest for which the Lessee is liable hereunder shall be over and above, and in addition to, any statutory or legal liens provided by law.

ARTICLE XVIII

LESSOR'S RIGHT TO ENTER UPON PREMISES

18.1 Lessor's Right to Enter Upon Premises. The Lessor and/or its agents shall have the right to enter upon and into said Premises, or any part thereof, at any and all reasonable times for the purpose of examining same or making repairs to this or any other portion of the building. The Lessee also agrees to permit the Lessor and/or its agents to show the Premises for the purposes of selling same, and to permit them to place notices or signs on the Premises offering the Premises for sale. Lessor shall also have the right to place notices or signs on the Premises offering the Premises for rent within the last six (6) months of the end of the term.

## ARTICLE XIX

### NOTICES

19.1 Notices. All notices required herein shall be by personal delivery, Certified or Registered Mail, to the addresses shown at the beginning of this Lease. Any notification of the change of addresses or their addresses shall be made in the same manner as sending notices herein.

## ARTICLE XX

### PREMISES TO BE VACATED AT END OF TERM; HOLD OVER TENANCY

20.1 Vacation of Premises. At the expiration of the term specified in this Lease, or any extension thereof, if extended pursuant to the terms of this Lease, the Lessee shall vacate the Premises and surrender the same to Lessor without further notice or demand from Lessor, and said Premises shall be in as good order and condition, reasonable wear and tear, damage from the elements, fire or act of God excepted. Lessee shall be responsible for any damages, extra charges, cleaning or repairs made necessary to the Premises as a result of furnishings and fixture removal, the remnants, trash or abandoned property of Lessee or any other extra item of expense to Lessor in restoring the Premises as a result of the business fixtures or activities of the Lessee.

20.2 Hold Over Tenancy. If, without the execution of a new lease or written extension and with or without the consent of Lessor, Lessee shall hold over after the expiration of the Lease Term of this Lease, Lessee shall be deemed to be occupying the Premises as a tenant from month-to-month, which tenancy may be terminated by either Lessor or Lessee upon thirty (30) days prior written notice to the other. During such tenancy, Lessee agrees to pay to Lessor one hundred fifty percent (150%) of the monthly installment of Base Rental which was payable in the month immediately preceding the month in which the expiration or termination occurs, and to be otherwise bound by all of the other terms, covenants and conditions as herein specified. If Lessee fails to surrender the Premises upon the termination of this Lease, in addition to any other liabilities to Lessor arising therefrom, Lessee shall indemnify and hold Lessor harmless from loss or liability resulting, directly or indirectly, from such failure, including any claims made by any succeeding tenant founded on such failure.

ARTICLE XXI

COVENANTS BINDING ON HEIRS AND ASSIGNS

21.1 Binding Agreement. All the covenants, agreements, terms, conditions, provisions and undertaking in this Lease, or any amendments hereto shall be enforceable by and be binding upon the respective heirs, executors, administrators, successors and assigns of the Lessee Guarantor and the Lessor.

ARTICLE XXII

SUBORDINATION

22.1 Subordination. Lessor shall have the right from time to time to maintain or to place a mortgage or mortgages on said Premises. It is agreed by Lessee that this Lease is and shall at all times be fully subordinated to any ground leases, master leases, and to any mortgage or mortgages, whether now existing or subsequently placed on said property. Further, this subordination provision is self-operative, and no further instrument of subordination need be executed by Lessee, but Lessee covenants and agrees to execute any instrument or instruments permitting a mortgage or mortgages to be placed on the Premises or any part thereof as security for any indebtedness, and subordinating this Lease to said mortgage or mortgages, if required so to do by Lessor or the lending agency.


ARTICLE XXIII

ESTOPPEL CERTIFICATE BY LESSEE

23.1 Estoppel Certificate by Lessee. The Lessee agrees, at any time and from time to time upon not less than five (5) business days prior written request by the Lessors, to execute, acknowledge and deliver to the Lessor a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications), and the dates to which the basic rent and other charges have been paid in advance, if any, it being intended that any such statement delivered pursuant to this Article XXIII may be relied upon by any prospective purchaser of the fee or mortgagee or assignee of any mortgage upon the fee of the Premises.

ARTICLE XXIV

GUARANTY

 8/2/16  
OC CLK

~~24.1 Guaranty. The undersigned, individually and personally, guarantees the performance and payment of all obligations and responsibilities of Lessee under the terms and provisions of this Lease during the primary term and any extension or renewal.~~

ARTICLE XXV

APPLICABLE LAW

25.1 Applicable Law. This Lease shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.

ARTICLE XXVI

ENTIRE UNDERSTANDING

26.1 Entire Understanding. This Lease and its Exhibits contains the entire understanding and agreement of the parties hereto, and no other understanding, undertaking, agreement, representation or warranty shall alter or modify this Lease or the terms hereof unless the same is in writing and duly executed by the parties hereto.

ARTICLE XXVII

MISCELLANEOUS

27.1 Waiver. The waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or of any other term, covenant or condition hereof.

27.2 Accord and Satisfaction. No payment by Lessee or receipt by Lessor of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction; and Lessors may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

27.3 Amendment. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.

27.4 No Partnership. Lessor does not in any way for any purpose become a partner of Lessee in the conduct of its business or otherwise, or a joint venturer, or a member of a joint enterprise with Lessee.

27.5 Partial Invalidity. If any term, covenant or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby; and such term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Lease as of the day and year first above written.

LESSOR:

WONDERLAND INVESTMENTS, LLC

BY: 

CHAD T. WALKER, Partner

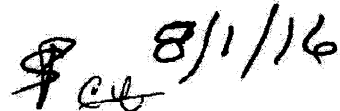
LESSEE:

NEW LIFE DAY CENTER, INC.

BY: 

STEVE POLSTON, President

~~GUARANTOR~~

 8/1/16

~~BY:~~

~~STEVE POLSTON~~

August 25, 2021

New Life Day Center  
224 North Martin Luther King Boulevard  
Lexington, KY 40507

Dear Mr. Polston:

Per our conversation, please consider this letter invitation to extend the Lease Agreement for your space at 224 North Martin Luther King Boulevard, Lexington, Kentucky. The new term shall be for three (3) years beginning January 1, 2022, and expiring December 31, 2024. The monthly rate will be as follows:

Year One	January 1, 2022 – December 31, 2022	\$4,139.00 Per Month
Year Two	January 1, 2023 – December 31, 2023	\$4,263.17 Per Month
Year Three	January 1, 2024 – December 31, 2024	\$4,263.17 Per Month

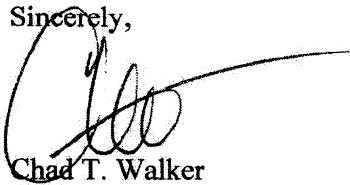
In addition to the above, the following conditions will be imposed for the duration of this Extension:

- 1.) Lessor will install a fence, the style and location of which will be selected by Lessor approved by Lessee, around the parking area located at the corner of North Martin Luther King Boulevard and Third Street. The fence will include a double entryway gate to be located at the existing entry/exit.
- 2.) Gates for the parking lot located at the corner of North Martin Luther King Boulevard and Third Street; and the congregation area exiting onto Noble Alley, will be closed at all times, except when business is actively being conducted inside the Premises. Failure to secure the lot when a representative of New Life Day Center (or their affiliates) will result in a fine of One Hundred Fifty and No/100 (\$150.00) Dollars for each violation.
- 3.) The parking lot at the corner of North Martin Luther King Boulevard shall be used as parking only. No person should occupy that parking lot, except while actively traversing the lot to enter the building. Failure to enforce this condition will result in a fine of One Hundred Fifty and No/100 (\$150.00) Dollars for each violation.

All other terms and conditions of the Lease Agreement will remain in effect for the duration of this Extension.

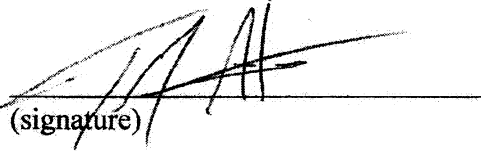
We look forward to continuing business with your company for yet another term. If you have any questions, please call me anytime. Otherwise, please sign below, retaining a copy for your records, and return to my office to be received on or before September 13, 2021.

Sincerely,



Chad T. Walker

I am receipt of the above Lease Extension and agree to its conditions:

  
(signature)

TYLER HURST  
\_\_\_\_\_  
(printed name)

9/13/2021  
\_\_\_\_\_  
(date)





## Anti-Harassment and No Retaliation

New Life Day Center's policy is to provide a safe and productive work environment that is free from unwelcome conduct such as harassment. Therefore, New Life Day Center will not tolerate harassment based on race, color, national origin, religion, gender (including pregnancy, childbirth and related medication conditions), sex, sexual orientation, age (40 and over), disability, health status and genetic information, and other characteristics protected under state, federal, or local law.

Such conduct is prohibited in any form in the workplace, at work-related functions, or outside of work if it affects the workplace or the organization at large. This policy applies to New Life Day Center employees at all levels of the organization, clients, customers, guests, vendors, and persons doing business with New Life Day Center

Harassment is a verbal action, nonverbal action, physical action, or any other conduct that relates to an individual's age, race, color, religion, gender, national origin, health status, genetic information or disability, and that is offensive. Sexual harassment, in particular, may include, but not be limited to, unwelcome explicit or insinuated sexual advances or flirtations, requests or propositions for sexual favors, leers, unsolicited and non-accidental touches or caresses, references to sexual preference or stereotype, the display in the workplace of sexually suggestive objects or pictures, or other sexual, verbal or physical conduct of an offensive nature. It is unlawful to harass a person (applicant or employee) because of that person's sex.

While this policy cannot list all possible examples of prohibited conduct, some examples are listed below:

- Racial or ethnic slurs, epithets, and any other offensive remarks
- Unwelcome or sexually suggestive touching
- Violating someone's "personal space"
- Whistling or making lewd, off-color, sexually-oriented or racial comments or jokes
- Foul or obscene language
- Leering, staring, stalking, threatening, or other menacing behavior
- Displaying suggestive or sexually explicit materials
- Offensive, threatening or harassing e-mail, voicemail, or text messages
- Sexually-oriented or explicit remarks, including written or oral references to sexual conduct
- Gossip regarding one's sex life, body, sexual activities, deficiencies, or prowess
- Repeated requests for dates
- Sexual favors in return for employment rewards, or threats if sexual favors are not provided
- Sexual assault or rape
- Abusive or malicious conduct that someone might find hostile, offensive, and unrelated to the organization's legitimate business interests
- Any other conduct or behavior deemed inappropriate by the organization

It is important to note that inappropriate or unprofessional remarks or conduct may still be reason for intervention and/or discipline, even if they do not rise to the level of harassment.

If you feel that you are being subjected to workplace harassment, you should:

1. Tell the harasser that his or her actions are not welcome, and they must stop, if you feel comfortable to do so.
2. Report the incident immediately to your supervisor/manager, the Chair of the New Life Day Center Board, or any member of the New Life Day Center Board you feel comfortable going to.
3. Report any additional incidents or retaliation that may occur to the same/ above sources.

Reports can be verbal or in writing, and employees are encouraged to report conduct they believe may be prohibited harassment (or that, if left unchecked, may rise to the level of prohibited harassment), even if they are not sure that the conduct violates the policy. Employees who witness harassing or inappropriate conduct towards another employee should also report such conduct to the organization's leadership.

All complaints will be investigated quickly and appropriately by the Board and/or a third party. Complaints and information learned during investigations will be kept confidential to the extent permitted by law and, in New Life Day Center's discretion, consistent with a thorough and impartial investigation. Employees are encouraged to respond to questions or to otherwise participate in investigations regarding alleged harassment. Appropriate actions will be taken by New Life Day Center to stop and remedy any and all harassment, including interim measures during a period of investigation.

Retaliation against an employee who reports a suspected incident of harassment or who cooperates in an investigation is prohibited. An employee who violates this policy or retaliates against an employee in any way will be subject to disciplinary action up to and including termination.