

COMMUNITY PROJECT AGREEMENT

THIS COMMUNITY PROJECT AGREEMENT (“Agreement”), is made and entered into on the 16th day of September 2022, 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 **NATALIE’S SISTERS, INC.**, a Kentucky nonprofit corporation, (“Organization”) with offices located at 677 N. Limestone St., Lexington, Kentucky 40508.

WITNESSETH

WHEREAS, the Organization is a 501(c)(3) nonprofit organization, as defined by the Internal Revenue Code, that now either presently owns or else intends to purchase property located at 180 Tartan Drive, Lexington, Ky., Units A and B (hereafter “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. 24-2022 for its “Nonprofit Capital Grants Program,” which offers grant awards to Fayette County 501(c)(3) nonprofit organizations in recognition of the negative economic impacts of COVID-19 upon the local network of community agency partners;

WHEREAS, the Organization submitted a response to RFP No. 24-2022 seeking funding from LFUCG for the acquisition and rehabilitation of the Property as a capital improvement project, so that it can continue providing needed services to Fayette County residents;

WHEREAS, LFUCG intends to fund this project to hopefully lessen the economic impact of the COVID-19 pandemic on those Fayette County residents served by the Organization by using revenue replacement funding derived from the American Rescue Plan Act of 2021 (ARPA);

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 September 15, 2022, and shall last until December 31, 2026, unless terminated by LFUCG at an earlier time.

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 that 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 project or series of discrete projects outlined in the Scope of Work included in attached Exhibit "A" (the "Project(s)"). Organization shall complete the Projects in a timely, workmanlike and professional manner, as specified herein.

4. **PAYMENT.** LFUCG shall pay Organization a total amount not to exceed **Three Hundred Thirty-Six Thousand Six Hundred and Fifty-Five Dollars (\$336,655.00)** ("Funds") for the completion of the Project. Payments shall be made monthly for expenditures the Organization actually incurred, only after receipt of monthly invoices. All expenditures must be incurred on or before **April 30, 2024**. The uses of the Funds are limited to the Project described herein 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 an 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.** The following terms shall apply to any and all construction work performed in completion of the Project.

a. **Project to be Completed in Workmanlike Manner.**

Organization shall bid, contract for, and cause to prosecute to completion, the Project 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. **FEDERAL LAW.** The Organization understands that the Funds paid by LFUCG were awarded under the American Rescue Plan Act of 2021 (“ARPA”). Organization agrees to comply with any requests from LFUCG related to LFUCG’s ongoing monitoring and reporting obligations set by federal law. Organization understands that the failure to comply may result in termination of this Agreement. Organization further agrees and by entering this Agreement, it hereby certifies to its ability to comply with all terms included within any Exhibits to this Agreement and also to the following terms, to the extent these terms are applicable to the subject matter of this Agreement as defined by applicable federal law:

a. The Organization acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

b. The Organization agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of goods, products or materials produced in the United States, in conformity with 2 C.F.R. § 200.322.

c. The Organization agrees and certifies that all activities performed pursuant to any agreement entered as a result of a contractor’s bid, and all goods and services procured under that agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200.323 (Procurement of recovered materials), to the extent either section is applicable.

7. **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 to the addresses provided herein. Organization shall be entitled for payment of all reasonable costs that it incurred up to that period of time.

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.

8. **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.

9. **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.

10. **INSURANCE; INDEMNITY.**

The Risk Management Provisions in Exhibit "A" are incorporated herein as if fully stated.

11. **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.

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

13. **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.

14. **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.

15. **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.

16. **DISPOSITION OF PROPERTY.** Organization agrees that it shall not sell or otherwise dispose of any goods, property, or equipment acquired and/or improved using 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, 2026. 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.

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

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

19. **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.

20. **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.

21. **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.

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

For Organization:

Jani Lewis
Executive Director
Natalie's Sisters, Inc.
PO Box 2074
Lexington, Kentucky 40508
jani@nataliessisters.org

For Government:

Jenifer Wuorenmaa (ARPA Project Manager)
Office of the Chief Administrative Officer
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507

EXHIBIT "A"



LEXINGTON

Lexington-Fayette Urban County Government

Request for Proposal

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #24-2022 Nonprofit Capital Grants Program** to be provided in accordance with terms, conditions and specifications established herein.

Online proposals will be received at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time, on **June 21, 2022**

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received (uploaded to <https://lexingtonky.ionwave.net/>) by the Division of Central Purchasing before the date and time set for opening proposals.

Additional copies of this Request For Proposals are available from the Division of Central Purchasing, Room 338 Government Center, 200 East Main Street, Lexington, KY 40507, (859)-258-3320, at no charge.

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

The Proposer must upload one (1) electronic version in PDF format to <https://lexingtonky.ionwave.net/>.

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, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the 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 workforce 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 Central Purchasing 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 Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing 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 Central Purchasing 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 Central Purchasing 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 Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing 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 Central Purchasing shall in writing, affirm or withdraw the recommendation.

SELECTION CRITERIA:

See Scope of Work for scoring criteria.

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 addressed to:

Todd Slatin, Director
Division of Central Purchasing
tslatin@lexingtonky.gov

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 Central Purchasing
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 Central Purchasing, (859)-258-3320.

AFFIDAVIT

Comes the Affiant, DEBRA F. NICKELL, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is DEBRA F. NICKELL and he/she is the individual submitting the proposal or is the authorized representative of NATALIE'S SISTERS, INC., 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 Central Purchasing 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.

Michael M. Janis Lewis
STATE OF Kentucky
COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Melinda Guest on this the 12 day of September, 2022

My Commission expires: April 12, 2025 #KYNP 27532

Melinda Guest
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

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 disability.

- 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.

[Signature]

Signature *Jane Lewis*

Natalie's Sisters, Inc.

Name of Business
Natalie's Sisters 9/12/22

WORKFORCE ANALYSIS FORM

Name of Organization: NATALIE'S SISTERS, INC.

| 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) | | Total | |
|---------------------|----------|--------------------------------|----------|--------------------|---|--|---|---|---|--------------------------------|---|--|---|--|---|-------|----------|
| | | M | F | M | F | M | F | M | F | M | F | M | F | M | F | M | F |
| Administrators | 1 | | 1 | | | | | | | | | | | | | | |
| Professionals | 3 | | 3 | | | | | | | | | | | | | | 1 |
| Superintendents | | | | | | | | | | | | | | | | | 3 |
| Supervisors | | | | | | | | | | | | | | | | | |
| Foremen | | | | | | | | | | | | | | | | | |
| Technicians | | | | | | | | | | | | | | | | | |
| Protective Service | | | | | | | | | | | | | | | | | |
| Para-Professionals | | | | | | | | | | | | | | | | | |
| Office/Clerical | 1 | | 1 | | | | | | | | | | | | | | 1 |
| Skilled Craft | | | | | | | | | | | | | | | | | |
| Service/Maintenance | | | | | | | | | | | | | | | | | |
| Total: | 5 | | 5 | | | | | | | | | | | | | | 5 |

Prepared by: Debra F. Nickell Date: 6.17.22

(Name and Title)
DEBRA F. NICKELL
DIRECTOR OF GRANT SERVICES

Revised 2015-Dec-15

Jane M. Lewis
 Executive Director 9/12/22

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, 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

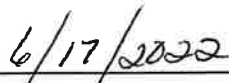
authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that 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. 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.

20. 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.



Signature



Date





**AMENDMENT 1 —
CERTIFICATION OF COMPLIANCE FOR AMERICAN RESCUE PLAN ACT
EXPENDITURES**

The Lexington-Fayette Urban County Government (“LFUCG”) may classify the subject matter of this bid as an expenditure under the American Rescue Plan Act of 2021. Expenditures under the American Rescue Plan Act of 2021 require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

The bidder agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG classifies the subject matter of this bid as an expenditure under the American Rescue Plan Act. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. Either party may terminate this Agreement for good cause shown with forty-five (45) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 45 days, then the Agreement shall terminate on the forty-fifth day.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering

agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
- (2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with ‘Limited English Proficiency’ in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.”

15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such

Firm Submitting Proposal: NATALIE'S SISTERS, INC.

Complete Address: PO 2074 LEXINGTON 40588
Street City Zip

Contact Name: D. NICKELL Title: DIRECTOR OF GRANT SERVICES

Telephone Number: ⁽⁸⁵⁹⁾ 421.7268 Fax Number: _____

Email address: deb@nataliessisters.org

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Consultant 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 Consultant or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Consultant") 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) Consultant 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 Consultant'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 Consultant; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) Notwithstanding, the foregoing, with respect to any professional services performed by Consultant hereunder (and to the fullest extent permitted by law), Consultant 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 Consultant in the performance of this agreement.
- (4) In the event LFUCG is alleged to be liable based upon the above, Consultant 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.

- (5) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (6) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONSULTANT acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONSULTANT in any manner.

FINANCIAL RESPONSIBILITY

CONSULTANT understands and agrees that it shall, prior to final acceptance of its proposal and the commencement of any work or services, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

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

CONSULTANT 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 or services hereunder by CONSULTANT. The cost of such insurance shall be included in any bid:

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

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. 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 a Products and Completed Operations endorsement or Premises and Operations Liability endorsement and a Products Liability endorsement unless they are deemed not to apply by LFUCG.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.
- e. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to 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 CONSULTANT'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. If CONSULTANT satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONSULTANT agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Safety and Loss Control

CONSULTANT 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

CONSULTANT 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

CONSULTANT 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


CONSULTANT 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 CONSULTANT for any such insurance premiums purchased, or suspending or terminating the work.

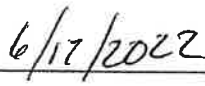
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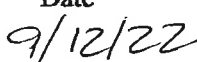
U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Signature




Date




LEXINGTON

Lexington-Fayette Urban County Government
Request for Proposals

**Nonprofit Capital Grant Program
Scope of Work**

Description: The Nonprofit Capital Project Grants Program is a new 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 federal American Rescue Plan Act (ARPA) dollars and are subject to federal 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.

Purpose: To provide a *one-time grant* to local 501(c)(3) agencies for major capital projects in two categories: 1) Facility Improvements (such as the purchase, construction, expansion, repair of a building, or installation or major overhaul of HVAC systems, etc.), and 2) Operational Investments (e.g. purchase of major equipment, such as a generator or vehicle).

Instructions

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

Proposal Deadline – 2 P.M. OF June 21, 2022

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

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, 2024**.

LFUCG intends to award multiple proposals with funding via the American Rescue Plan Act. **Organizations receiving grants shall be known as Subrecipients for the purposes of this program.**

PLEASE NOTE: All grant funds are reimbursed funds only, no funds will be dispersed to Subrecipients in advance. Reimbursements may occur periodically during the project. Subrecipients shall invoice the Lexington-Fayette Urban County Government, Department of Grants and Special Programs, upon completion of Subrecipient spend for reimbursement.

The Subrecipient agrees that it shall spend the entire amount of funds provided under this Agreement before April 30, 2024.

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

See the Request for Proposals beginning on page 31 for details of the Certification of Compliance for American Rescue Plan Act Expenditures.

If it becomes apparent to the Subrecipient that it will be unable to complete the Project either in the manner or for the amount described in this Agreement, then the Subrecipient 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 Subrecipient fails to use any amount of funds provided under the Agreement within the time of performance (by April 30, 2024), Subrecipient forfeits those funds.

1.2 Proposal Submission

In order to be considered, proposals must be received by **June 21, 2022 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 Phone: (859) 258-3320
Deadline for questions is JUNE 3, 2022 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 Monday, May 16, 2022, 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 Wednesday, June 1, 2022 at 2 PM EST**

[Click here to Join Technical Q&A Zoom Meeting](#)
Webinar ID: 852 2355 9169
Passcode: 435922

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 Tuesday, June 21, 2022. 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 August 15, 2022. 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

Proposals will be evaluated by a neutral panel selected by the Commissioner of Social Services, all of whom have no affiliation with any applicant.

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

These grants are funded by federal American Rescue Plan Act (ARPA) dollars and are subject to federal reporting and spending requirements. Agencies will manage and comply with ARPA Requirements as detailed in this Request for Proposal beginning on page 31 in the Certification of Compliance for American Rescue Plan Act Expenditures.

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 and Operational Investments 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 Gold Seal of Transparency or higher level agency portrait on [GuideStar.org](https://www.guidestar.org)
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 and Meeting ARPA Requirements

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.

Describe how the Agency will manage and comply with ARPA Requirements as stated previously. *(Details in the Request for Proposal beginning on page 31 in the Certification of Compliance for American Rescue Plan Act Expenditures.)*

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, 2024

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 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 \$100,000 of Facility Improvements and/or \$50,000 in Operational Investments** (*Agencies may bundle projects to meet the minimums*).

Maximum award in Facility Improvements is \$500,000, and \$250,000 in Operational Investments. An agency may receive up to a total of \$750,000 if projects are awarded the maximum in each category.

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.
- **All funds awarded must be spent by grantees before April 30, 2024.**

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> |

Operational Investments

- F. Information Technology & Telecommunication (*Servers, Computer Systems, Database Systems, etc.*)
- G. Fleet and Mobile Service Units
- H. Generators, Alternative Power Supply
- I. Security Cameras, Safety Controls
- J. Other Major Operational Equipment

Grant Award Allocation

| Funding Pool* | Facility Improvements | Operational Investments |
|------------------------------|------------------------------|--------------------------------|
| | \$4,000,000 | \$2,000,000 |
| Minimum Request per agency** | \$100,000** | \$50,000** |
| Maximum Request per agency | \$500,000 | \$250,000 |

**Agencies may apply for either Facility Improvements or Operational Investments or both.*

***Agencies may bundle projects in either Facility Improvements or Operational Investments to meet the minimums (not across the two types of investments in order to meet minimums).*

4.0 EVALUATION & CRITERIA

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

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:

6. Facility Improvement location is located in Fayette County and Operational Investments must be for the purpose of serving Fayette County residents with these grant funds
7. Be in good standing with the Kentucky Secretary of State
8. Responders shall be registered and have a current, complete Gold Seal of Transparency or higher level agency portrait on GuideStar.org
9. Funds for the projects cannot be used to teach, advance, advocate or promote any religion
10. 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 and Meeting ARPA Requirements

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.

Describe how the Agency will manage and comply with ARPA Requirements as stated previously. *(Details in the Request for Proposal beginning on page 31 in the Certification of Compliance for American Rescue Plan Act Expenditures.)*

4.4 Operational Feasibility

The application must include:

5. Clear and complete plans and timeline for implementing and completing the project
6. 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
7. Adequate number of qualified staff to carry out the proposed project
8. Indicators that demonstrate that the project can be completed by April 30, 2024

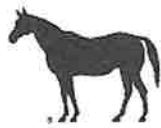
4.5 Cost Analysis – and attachments

5. Cost proposals and budget narrative
6. This section shall provide the total costs of the capital project, including all expenses to be incurred
7. Project is cost-effective and all costs are reasonable, and do not deviate substantially from the norm in Lexington

8. Line item Budgets for each Grant Project requested and the Agency Budget

LFUCG reserves the right to adjust funding amounts.

EXHIBIT "B"



LEXINGTON

RFP-24-2022
Natalie's Sisters
Supplier Response

Event Information

Number: RFP-24-2022
Title: ARPA Funded Nonprofit Capital Grant Program
Type: Request For Proposal
Issue Date: 5/16/2022
Deadline: 6/21/2022 02:00 PM (ET)

Contact Information

Contact: Todd Slatin
Address: Central Purchasing
Government Center Building
Room 338
200 East Main Street
Lexington, KY 40507
Phone: (859) 2583320
Fax: (859) 2583322
Email: tslatin@lexingtonky.gov

Natalie's Sisters Information

Contact: Debra Nickell
Address: PO Box 2074
Lexington, KY 40588
Phone: (859) 533-5846
Email: deb@nataliessisters.org
Web Address: www.nataliessisters.org

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Debra F. Nickell

Signature

Submitted at 6/17/2022 12:34:46 PM

debrafnickell@gmail.com

Email

Response Attachments

6-17 Natalie's Sisters RFP-24-2022 Proposal .pdf

Proposal

Natalies Sisters 3 NCG Submittal Cover Sheet.pdf

Cover Sheet

NS PROJECT COST ESTIMATES.pdf

Project Budget

NS RFP24-2022 WFA and Sigs.pdf

Signature pages and Work Force

NS Budget FY2022 .pdf

NS 2022 Budget

Offer to Purchase Contract (LBAR) (version 15).pdf

Sales Contract

CHC final.pdf

CHC

NS Staff resumes .zip

Staff Resumes

NS BOD resumes.zip

BOD Resumes



PROPOSAL SUBMITTAL COVER SHEET

Agency Information

Agency Name: Natalie's Sisters, Inc.

Mailing Address: PO Box 2074 Lexington KY 40588

Street Address: 677 North Limestone St Lexington KY 40508

Phone: (859) 533 - 5946

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):
Jani Lewis, Executive Director 859.533.5946 jani@nataliessisters.org

Person Completing Application (Name, Title, Phone, Email):
Deb Nickell, Director of Grant Services 859.421.7268 deb@nataliessisters.org

Project Information

Funding Requested by Project, if bundling multiple Projects:

| | |
|---|---|
| Project: <u>Housing for Sexually Exploited/Sex-Trafficked Women</u> | Request \$ <u>336,655</u> |
| <input checked="" type="checkbox"/> Facility Improvement project | <input type="checkbox"/> Operational Investment project |
| Project: _____ | Request \$ _____ |
| <input type="checkbox"/> Facility Improvement project | <input type="checkbox"/> Operational Investment project |
| Project: _____ | Request \$ _____ |
| <input type="checkbox"/> Facility Improvement project | <input type="checkbox"/> Operational Investment project |
| Project: _____ | Request \$ _____ |
| <input type="checkbox"/> Facility Improvement project | <input type="checkbox"/> Operational Investment project |
| Project: _____ | Request \$ _____ |
| <input type="checkbox"/> Facility Improvement project | <input type="checkbox"/> Operational Investment project |

Total Funding Amount Requested: \$ 336,655

- 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.
- If applying for/bundling multiple projects, submit a 5 section narrative for each project.

Introduction

The objective of this project is the purchase and renovation of a duplex in Lexington to provide dedicated housing for Housing Choice Voucher holders. This project is part of a comprehensive plan (1) to strengthen current services provided by Natalie's Sisters, Inc., a non-profit organization in Lexington KY, (2) to provide for synergy in ongoing partnerships with the LFUCG Office for Homelessness Prevention and Intervention and the Lexington Housing Authority (LHA), and (3) to complement state-led housing initiatives focusing on sex-trafficked individuals.

Section 1: Project Provides Services to Low Income, Underserved, or Marginalized Lexington-Fayette County Residents

The mission of Natalie's Sisters is to extend hope, support and God's unconditional love to sex-trafficked and sexually exploited women through a first-touch approach providing respite, relationship and referrals to community resources. Our vision is to see sex-trafficked and sexually exploited women restored to their families, their community, and to God as they realize their true identity and full potential.

Natalie's Sisters is the sole first-touch organization in Fayette County doing outreach specifically to women currently sexually exploited/trafficked, or who have been sexually exploited/trafficked in the past. Natalie's Sisters takes a holistic approach to serving this target population. We provide basic daily needs such as meals and clothing, while serving as a primary referral hub to connect women with critical community resources.

One hundred percent of the women served by Natalie's Sisters are low income, underserved and marginalized residents of Fayette County. These are women who have been sex-trafficked or sexually exploited through sex work on the streets, in clubs, or as escorts. Most are functionally homeless and an estimated 90% experience substance use disorder, significant mental health challenges, prior incarceration, health issues, and alienation from their families and community. Ages range from under 21 to over 55 with over 80% between the ages of 21-54; at least 30% are women of color. One hundred percent of these women face major physical and mental challenges that

make the road to recovery and reconnection with family and community seem impossible. Every woman in this population has experienced violence and has been sex-trafficked or sexually exploited.

Sexual exploitation and sex-trafficking are multifactorial in their origins and persistence. Disruption of one risk factor rarely allows more than a temporary exit from the cycle of exploitation and the risk of being trafficked. Challenges include chronic and acute homelessness, poverty, substance abuse/addiction, mental health challenges, domestic violence, support system dysfunction, health issues, unemployment or under employment, habitual incarceration, shame, and fear of continued victimization by systems and organizations. In the geographic areas of Lexington where Natalie's Sisters serves, there is evidence that sexual exploitation and sex-trafficking is becoming generational. Mothers, daughters, sisters and even grandmothers within the same families are seeking help at the Natalie's Sisters Drop-in Center. ***Lack of stable and safe housing is repeatedly noted by sex-trafficked and sexually exploited women and those who seek to help them as the biggest barrier to exiting current victimization and the biggest risk of continued/future victimization.***

Although community services are available to address the individual barriers identified above, the women in the target population have difficulty accessing, trusting, or applying for them. Therefore, any plan to address the needs of this population must be comprehensive and long term.

Project Objectives

The specific objectives of this project are to identify, purchase, and make ready two housing units for women who qualify for the Housing Choice Vouchers dedicated to

Natalie's Sisters' clients via the LHA CoC Supportive Housing Grant (project start date August 1, 2022). In the current housing environment, we believe it is critical to the success of the LHA Supportive Housing Grant that Natalie's Sisters have not only dedicated vouchers but also dedicated sources for safe and stable housing for voucher holders.

We have two complementary projects that will support this goal.

1. The Compassionate Housing Collaboration (see attached fact sheet) will seek out landlords who are willing to accept vouchers and *dedicate* housing units to our target population. (Not part of this grant application)
2. Natalie's Sisters will lead by example and pilot the initial foray into dedicated housing by purchasing and making available two housing units for its target population who qualify for vouchers. (The focus of this grant application)

Background

In 2000, Founder and Executive Director, Jani Lewis (a survivor of sexual exploitation) began ministering to women in local adult entertainment clubs as an outreach of Southland Christian Church. Twelve years later the ministry expanded to serve women involved in street level prostitution and other victims of sex trafficking. In 2016, the ministry was launched as an independent non-profit organization and opened the Drop-in Center on North Limestone.

Services offered by Natalie's Sisters

The Director of Client Services and the Client Services Coordinator make critical referrals to community resources and provide selected direct services that are key to transformation for the women served. These include:

| Referrals | Direct Services |
|---|---|
| Housing and shelters | Mail service |
| Community meals and food pantries | Bus passes |
| Medical and dental clinics Paramedicine services | Identification assistance (SSC, birth certificate, etc.) |
| Rehabilitation, detoxification, IOP, MAT | Homeless ID letter |
| Needle exchange | |
| Clothing | |
| Domestic violence | |
| Case management | |
| Furniture | |
| HIV, HepC testing | |
| Insurance | |
| Employment | |
| Legal assistance | |
| Rent/utility assistance | |

In addition to the services provided by social workers, trained volunteers provide the following team-based services:

| | |
|-------------------|--|
| Club Ministry | Team members visit local adult entertainment clubs weekly, providing home-cooked meals, resources, hope and encouragement. |
| Street Drop-off | Team members deliver weekly snack bags and toiletries in targeted geographic areas as an introduction to the ministry. |
| Drop-in Center | A safe retreat offers meals, toiletries, snacks, community resource referrals and an opportunity to model healthy relationships. Shoes, clothing, Narcan |
| Jail and Hospital | Team members visit the jail and local hospitals as needed. This can be a critical time to connect as women are out of their normal environment and often looking for help. |
| Cooking Team | Individuals, families, life groups, clubs and organizations get together to prepare and drop off hot meals or sack lunches for use in various ministry areas. |

As a result of the work of the Natalie's Sisters teams the following services have been provided and are projected:

| Service Statistics | 2021 | 2022 (Jan-May) | 2022 Projected |
|---|-----------|-------------------|-------------------|
| Women served (unique individuals) | 398 | 325 | 425 |
| New women served (never seen before) | 113 | 97 | 233 |
| Total contacts | 3893 | 2,777 | 6,665 |
| Average contacts per woman | 9.8 | 8.5 | 10.6 |
| Monetary value of resources distributed | \$117,000 | \$65,785 | \$157,884 |
| Meals | 8843 | 3,932 | 9437 |
| Snack bags | 4500 | 2,068 | 4963 |
| Clothing packets | 1464 | 845 | 2028 |
| Cold weather gear | 2566 | 1,324 | 3178 |
| Pairs of shoes | 660 | 169 | 405 |
| Toiletry kits | 1490 | 668 | 1603 |
| Community resource referrals | 1500 | 743 | 1783 |

Section One Declarations

1. The property targeted for purchase in the project proposal is located in Fayette County. Natalie’s Sisters serves sexually exploited and sex-trafficked women in Fayette County.
2. Natalie’s Sisters has a Gold Seal of Transparency Status with GuideStar.
3. Natalie’s Sisters is in good standing with the Kentucky Secretary of State.
4. Natalie’s Sisters is a faith-based organization and does not proselytize or require attendance at any religious activity in order to receive its services. Funds for this project will not be used to teach, advance, advocate or promote religion.
5. Natalie’s Sisters agrees to comply with all local, state and federal laws.

Section 2: Demonstrated Need for Project

Recent headlines and TV news stories have highlighted the worsening affordable housing crisis in Lexington. The demand for housing significantly exceeds the supply and has resulted in waiting lists for Housing Choice Vouchers and for landlords accepting vouchers. Lexington is losing affordable housing units,¹ fewer landlords are willing to participate in the voucher program,² and those units that are available may not be safe or stable for our population.³ In this environment, the population served by Natalie's Sisters cannot compete with potential tenants perceived as more "desirable" by profit motivated landlords. Yet we have observed that women in our population tend to do well if they have access to safe, stable housing in neighborhoods away from their former lifestyle. Of the nine Natalie's Sisters clients granted housing vouchers in 2021, one woman never found housing (voucher expired), two were housed but lost their housing, and *six are still housed and doing well*. This represents a 66% success rate which is highly significant in this population. Therefore, we believe it is imperative to seek out innovative ways to provide housing for the women in this population. The LHA CoC Supportive Housing Grant will provide for eight new dedicated vouchers along with funds for wrap around services provided by Natalie's Sisters as a subrecipient of the grant. As part of that grant, we are tasked with assisting voucher holders in finding

¹ Lexington is losing around 400 affordable housing units every year. (Lex18 4/19/22)

² HUD saw 13% decline in landlord participation in the Voucher program. (Lex18 5/24/22)

³ Lexington landlord charged by LFUCG Human Rights Commission for sexually harassing tenants. (Lexington Herald Leader 2/23/22)

housing. However, due to the environmental pressures discussed above, it will be just as challenging for us to find suitable housing as it is for the women we serve.^{4,5,6} The funds provided by this grant will allow Natalie's Sisters to provide two dedicated housing units supporting the eight LHA CoC Supportive Housing Grant voucher holders.

The status of the current housing environment in Lexington described above along with the increased number of women asking for help supports the critical need for this project. In the first five months of 2022 we have seen 97 new women seeking services through Natalie's Sisters; 35 of those were in May alone. We believe part of the reason for this significant increase is the opioid crisis which Covid magnified and the subsequent increased number of women coming out of sober living houses in Lexington. We estimate that 75% percent of our new clients are part of this population. Currently we estimate approximately 30 women would be ready and would qualify for the eight new dedicated LHA Housing Choice vouchers. However, since the affordable housing inventory has collapsed and is getting worse, we anticipate significant challenges in finding voucher housing for even eight women.

However, behind the discouraging statistics, there are individual stories. Success stories. Mary (not her real name) is one of them and was one of the nine voucher holders in 2021. Mary is a single mom Natalie's Sisters has been working with for about five years. When we first met her, she was wary of everyone at the Drop-in Center. She now recalls, "I thought, how can you people really care about me? But over

⁴ Average rent for one bedroom apartment rises 34.7% in last year to \$1,193 a month. (Lex18 4/19/22)

⁵ Lexington rent increases top among Nation's 100 largest cities. (WKYT 6/3/22)

⁶ Over 800 people on waitlist for Lexington Housing Authority's Housing Choice Voucher Program. (WKYT 6/6/22)

time I realized y'all do care!" Mary worked with our Director of Client Services to complete a housing voucher application. Upon approval she moved into her first apartment after being on the street for five years, dealing with substance use disorder and the loss of custody of her children. "Getting housing was exactly what I needed to do better in the rest of my life!" Today "Mary" enjoys a restored relationship with all her kids, is working on getting full-time employment, and is clean and sober. Our next step will be to help her develop long-term goals – possibly job training or school.

While it is easy to get lost in the tsunami of need, Natalie's Sisters serves and values each "one." We believe each woman helped onto a path of recovery will become a positive ripple effect in her family and in her community. A small duplex (two units) is a manageable start to this process, and we believe it will encourage other potential landlords to participate in the Compassionate Housing Collaboration (see attached). Natalie's Sisters will be able to point to this project as a new paradigm in provision of housing to vulnerable populations while still working within the federal and LFUCG housing framework and guidelines. Additionally, Natalie's Sisters has not been able to access capital grants in the past because we do not own any property. This project will allow us to access grant funding in the future that will support, maintain, and manage the property to the benefit of our target population.

The current property identified as meeting the needs of this project (see sales contract attached) will require updates and safety remediations in order to comply with HUD section 8 housing inspection requirements. We are including in this grant request funding to provide these updates. At the time of the grant application, we had not yet had an opportunity to arrange a comprehensive inspection in order to prepare the

specific list of needed remediations and updates. The inspection will occur shortly after submission of this application. The budget section of the application contains an estimate of needed updates based on the inspection of staff and a review of the HUD Section 8 housing manual and inspection checklist.

Section 3: Applicant Capacity for Project and Meeting ARPA Requirements

Natalie's Sisters maintains staffing consistent with meeting the mission of the organization. Currently this represents an Executive Director who has over 22 years' experience in serving this population and who is considered a resource to other organizations desiring to provide similar services across the US, as well as local and federal anti-trafficking groups. Two social workers provide intake assessments, resource referrals and follow-up. An Office Manager provides administrative support. The Director of Grant Services manages all grants and serves as compliance officer for any restricted or government funded grants (additional information provided below).

Additionally, Natalie's Sisters has recruited and secured a highly dedicated board of directors. Each director provides advice and guidance from their area of expertise that includes law, banking, construction, finance, entrepreneurship, substance use recovery, property management, human resources, and real estate. Resumes for each staff member and board member are attached.

Natalie's Sisters has a positive grant history with LFUCG and local foundations.

These grants include:

1. Lexington Housing Authority CoC Supportive Housing Grant: 2022, \$104,621
2. Lexington Leadership Foundation Grant: 2022, \$10,000
3. LFUCG Extended Social Services (ESR) Grant: 2019, \$25,000; 2020, \$37,900.
4. Kentucky Colonels Grants; 2020, \$2,498; 2021, \$2,498; 2022, \$9,157

5. Erie Insurance: 2021, \$1000
6. Her Knight: 2020, \$2,000
7. Lexington Junior League: 2019, \$3,200
8. Bennett Family Foundation: 2019, \$3,000

To date, Natalie's Sisters has not owned any property and therefore has not qualified for any capital grants. Members of the Board of Directors (BOD) for Natalie's Sisters have significant experience with various capital projects and are actively advising the staff on this capital project.

Natalie's Sisters currently holds (as of May 2022) \$536,607 in liquid assets and is securely positioned for the outlay required by this reimbursement grant. Additionally, NS is well positioned to pay for any contingencies/cost overruns exceeding the requested funding.

Natalie's Sisters is well positioned to manage this grant, if awarded. Debra Nickell has managed the grant portfolio for Natalie's Sisters for the last two years as a BOD member. She recently resigned from the BOD and accepted the position of Director of Grant Services to manage the LFUCG/LHA CoC Supportive Housing Grant. If Natalie's Sisters is awarded funding for this grant she also will serve as the compliance officer for both grants. Dr. Nickell has extensive grant management experience in the academic arena, serving as Project Director for federal HRSA grants exceeding 1.7 million dollars and for private foundations in excess of \$400,000. She served as a member of the architectural planning committee for a 22.5 million-dollar capital project for a new health science building in Arvada, Colorado and served on the design and implementation team for the UK Medical Center's Critical Care

Tower. She also served as a Planning Commissioner for the City of Lafayette, Colorado.

The Executive Director and the Director of Grant Services (compliance officer) have reviewed pages 31-35 of this RFP regarding certification of compliance for American Rescue Plan Act expenditures and agree to comply with all requirements and to put into place any internal processes needed to ensure compliance during the implementation of this project.

Section 4: Operational Feasibility

Natalie's Sisters developed a "wish list" for a property that could qualify (or could be renovated to qualify) for dedicated housing for our clients who obtain a LHA CoC Supportive Housing Grant vouchers. An MLS search with the desired parameters showed a very limited inventory in Fayette County (2-3 properties) most of which had executed contracts within days of being listed. A suitable property was identified and inspected by the team. An offer was made (contingent on award funding from this grant) and an executed sales contract for 180 A/B Tartan Drive, 40517 was obtained on June 10, 2022. The following timeline was developed for the completion of the project pending a positive award notice.

| | Activity | Proposed Deadlines |
|----------------------|---|--|
| Property Search | ID appropriate property | Completed |
| | Extend offer | Completed |
| | Execute contract | Completed |
| Property Assessment | Detailed inspection of unit A and unit B | July 5, 2022 |
| | Develop comprehensive renovation plan | July 15, 2022 |
| Obtain bids | Obtain renovation bids | July 30, 2022 |
| Award Notice | | August 15, 2022 |
| Property Closing | Closing | On or before September 15 (per contract) |
| | Property set up: utilities, insurance, management company | Prior to closing |
| Tenant rehousing | Unit One | 60 days post-closing |
| | Unit Two | 180 days post-closing |
| Property Renovation | Unit One | 180 days post-closing |
| | Unit Two | 270 days post-closing |
| Inspection/occupancy | Unit One | Prior to Mar 1, 2023 |
| | Unit Two | Prior to Jun 1, 2023 |

The property is currently tenant occupied on a month-to-month basis. The renovations anticipated will not allow for tenant occupancy during the renovation. We do not, however believe it is ethical to create two homeless individuals in order to provide for two others. Therefore, we will offer assistance in locating new housing for the tenants and will stagger the renovation timelines for each unit (allowing up to six months for relocation of the longest tenured tenant). Doing the renovations sequentially as opposed to concurrently will likely be more expensive but also may allow for a learning curve resulting in more efficiency.

Due to multiple extenuating circumstances (tenant occupancy, covid exposures, vacations) a comprehensive inspection could not be obtained prior to submission of this application. Therefore, the renovation estimates provided in the budget section of this proposal are based on property research, team inspection of the property at the time of the offer, generally accepted benchmarks and "retail" pricing (Lowe's/Home Depot). The working assumption after the team inspection is that most items in the property would need updating if not full replacement. Additionally, both units will be converted to one bedroom in order to meet the qualification requirements for the dedicated LHA CoC Supportive Housing voucher holders. A comprehensive inspection is being ordered for shortly after this grant submission from which a more detailed and accurate renovation plan will be developed and from which vendor bids will be requested.

The Director of Grant Services will be responsible for the management of this project and will have access to additional support from the BOD. Natalie's Sisters has an extremely robust and responsive contributor base and will leverage the Compassionate Housing Collaboration to identify additional support for this project, if

needed. Natalie's Sisters has a strong track record with its grantors and, with the purchase of this property, will be able to access capital grants requiring ownership of property.

Despite a volatile real estate market and currently unpredictable construction and energy costs, this project should have no difficulty in meeting the April 30, 2024 deadline. By that date, even if there is a delayed start, the major expenditures for the property will have been completed.

Section 5: Cost Analysis

Natalie's Sisters successfully obtained an executed sales contract for 180 A/B Tartan Drive, Lexington Kentucky, 40517 (see attached) for \$250,000. Closing costs are estimated not to exceed 2% of the sales price (\$5,000). Title insurance is estimated not to exceed \$1,000. The total cost for the purchase of the property is not expected to exceed \$256,000. Comparatives ("comps") were researched and, given the current real estate market and low inventory of suitable properties, the purchase price is deemed reasonable. The calculated price per square foot for this property is \$149.

As discussed in the previous section, a detailed renovation plan is awaiting a comprehensive inspection. The estimates for this application are based on property research, team inspection of the property at the time of the offer, generally accepted benchmarks and "retail" pricing. The estimate for total renovation costs for both units is \$80,655 and represents \$48 per sq. ft. At the time of award notice, a detailed renovation plan with vendor bids will be available.

The total cost of the project, including purchase of the property and renovation of both units is estimated at \$336,655; \$256,000 for property purchase and \$80,655 for renovation. Please see line-item budgets attached.

Summary

This project will serve some of the most marginalized and at-risk residents of Fayette County through an innovative approach to the provision of housing to sexually exploited and sex-trafficked women. It is part of a comprehensive plan to optimize services provided by Natalie's Sisters, the LFUCG Office for Homelessness Prevention and Intervention, and the Lexington Housing Authority. It will also complement ongoing housing initiatives led by the Attorney General's Office of Trafficking and Abuse Prevention and Prosecution.

PROJECT COST ESTIMATES

Purchase

| | | |
|--------------------|----|------------|
| Purchase price | \$ | 250,000.00 |
| Closing costs (2%) | \$ | 5,000.00 |
| Title insurance | \$ | 1,000.00 |

Subtotal \$ 256,000.00

Renovation

| | | |
|-----------------------------|----|-----------|
| Totals for both units | \$ | 0 |
| Roof | \$ | 3,000.00 |
| Electrical | \$ | 2,000.00 |
| Plumbing | \$ | 12,000.00 |
| Bathrooms | \$ | 2,000.00 |
| Kitchens | \$ | 14,000.00 |
| HVAC | \$ | 2,000.00 |
| Water heaters | \$ | 9,340.00 |
| Flooring | \$ | 4,900.00 |
| Windows and doors | \$ | 15,000.00 |
| Wall removal/drywall | \$ | 3,815.00 |
| Paint | \$ | 2,600.00 |
| Porches | \$ | 10,000.00 |
| General contractor, permits | \$ | |

Subtotal \$ 80,655.00

TOTAL \$ 336,655.00

| Rationale for Renovation Estimates (both units) | | | |
|---|------------------------------|-----------|--|
| | Basis for Cost | Est. Cost | Comments |
| Exterior | | | |
| Drainage | | | check back doors and foundation |
| Landscape | | | needs work |
| Driveway | | | needs resurfacing (asphalt) |
| Sidewalks | | | check street sidewalks for code infraction |
| Porches | | | |
| | Estimate Alalya Concrete | 2,600.00 | concrete needs reworked and handrails |
| EXT Doors (4) | Lowes \$575 per combo | 2,300.00 | replace door and storm door |
| Windows | Lowes 10 @ 220 ea | 2,200.00 | replace |
| Screens | | | included with windows |
| Ext lights | | | |
| Ext outlets | | | |
| Ext water | | | |
| Exterior walls | | | |
| Foundation | | | crawl space |
| Roof | | | newer |
| vents | | | |
| gutters and DS | | | |
| Electrical | | | |
| Service | Electrician estimate | 500.00 | general assessment |
| Smoke/CO | Electrician estimate | 300.00 | |
| HVAC | | | |
| Heat/AC | gas | 14,000.00 | expect to replace in both units |
| Plumbing | | | |
| Piping | type | | |
| Water heater | make, model, age, vent, size | 2,000.00 | replace |
| Waste piping | type | 500.00 | drain/sewer scope service |

| | | | | |
|------------------------------|---------------------|---------------------------|-----------|--|
| Gas venting | | Air Tech estimate | 1,500.00 | assess and repair any leaks |
| INTERIOR | | | | |
| Elec outlets | GFCIs | \$50 per outlet | 2,200.00 | repair/replace 4 GFCI and up to 40 singles |
| Light fixtures | | | | |
| Interior walls | removal and repair | Contractor estimate | 15,000.00 | convert to one bedroom; demo and drywall |
| Interior doors | | | | |
| Kitchen | cabinets | | 500.00 | clean, repair, new hardware |
| | fixtures and drains | Lowes | 500.00 | |
| | appliances | Lowes stove and frig | 1,000.00 | stove and refrigerator in unit one are new |
| Bathroom | fixtures and drains | Lowes fixtures/ con est | 12,000.00 | fully renovate both bathrooms |
| Flooring | plank vinyl | Lowes 3.50 sq ft | 3,500.00 | |
| | installation | Contractor estimate | 2,840.00 | |
| | refinish hardwood | Online estimate \$5/sq ft | 3,000.00 | |
| Paint | labor | Con est 3,500 | 3,500.00 | |
| | supplies | Lowes paint | 315.00 | |
| OTHER | | | | |
| Fencing | | | | |
| Lock and key service (doors) | | Local service estimate | 400.00 | |
| Pest/termite | | | | |
| Tree Service | | | | |
| Gen contractor and permits | | | 10,000.00 | Bathrooms and interior wall renovations |
| | | Total | 80,655.00 | |

Natalie's Sisters, Inc.

Budget Overview: FY_2022 - FY22 P&L

January - December 2022

| | TOTAL |
|---|---------------------|
| Revenue | |
| 100 General Grants | 25,000.00 |
| 101 Foundations | 2,000.00 |
| 102 Religious Institutions | 55,000.00 |
| 103 Individual Contributions | 90,000.00 |
| 104 Fundraising | |
| 104A 104A Actual Events | 17,000.00 |
| 104B 104B Blue Grass Community Foundation | 7,391.08 |
| 104C 104C Christmas Sponsor | 2,500.00 |
| 104D 104D Retail | 1,200.00 |
| 104E 104E Monthly/ENews/Soc Med/Promotions-Bday | 12,000.00 |
| Total 104 Fundraising | 40,091.08 |
| 105 Corporations/Businesses | 7,500.00 |
| 106 In-Kind Donations Received | 119,039.00 |
| Interest Income | 9,600.00 |
| Total Revenue | \$348,230.08 |
| GROSS PROFIT | \$348,230.08 |
| Expenditures | |
| 10 Travel | |
| 10A Mileage | 200.00 |
| 10B Sister Transportation | 1,000.00 |
| Total 10 Travel | 1,200.00 |
| 13 Staff & Board Development | 750.00 |
| 18 Food-Toiletries-Kitchen Supplie | |
| 18A Club Ministry | 1,000.00 |
| 18B Center Ministry | 8,300.00 |
| 18C Drop Off Ministry | 1,500.00 |
| Total 18 Food-Toiletries-Kitchen Supplie | 10,800.00 |
| 19 Special Events - Gifts | |
| 19B 19B Club Ministry - Christmas | 1,000.00 |
| 19C 19C Street Ministry - Christmas | 4,500.00 |
| 19D 19D BOD - Staff - Volunteer Gifts | 800.00 |
| 19E 19E Club Ministry - Other | 300.00 |
| 19F 19F Street Ministry - Other | 200.00 |
| 19G 19G Street Ministry - Thanksgiving | 1,200.00 |
| 19H 19H Club Ministry - Thanksgiving | 500.00 |
| 19I 19I Club Special Projects | 1,000.00 |
| 19J 19J Sister's Day | 100.00 |
| 19K 19K Club Gas Cards | 250.00 |
| Total 19 Special Events - Gifts | 9,850.00 |
| 2 Salary, Benefits, and PR Taxes | |
| 1 Staff Salary | 141,000.00 |
| 2A FICA | 10,800.00 |

Natalie's Sisters, Inc.

Budget Overview: FY_2022 - FY22 P&L

January - December 2022

| | TOTAL |
|---|-------------------|
| 2G Staff Health Insurance | 2,910.00 |
| 2H Bonuses | 3,000.00 |
| 2I Payroll Cost | 1,140.00 |
| 2J Contract Labor | 100.00 |
| Total 2 Salary, Benefits, and PR Taxes | 158,950.00 |
| 20 Publications/Bibles/Bible Studi | 300.00 |
| 21 Identification Expenses/Background Checks | 200.00 |
| 31 Clothing/Toiletries at Drop-In | 300.00 |
| 32 Tax Prep and CPA Services | 1,500.00 |
| 32A Audit | 6,000.00 |
| Total 32 Tax Prep and CPA Services | 7,500.00 |
| 35 Benevolence | 500.00 |
| 40 Office Expenses | |
| 11 Equip./Equip. Maintenance | 2,000.00 |
| 12 Office Supplies | 1,200.00 |
| 14 Printing & Copying | 1,500.00 |
| 16 Postage | 1,500.00 |
| 36 Center Cleaning and Maintenance | 1,000.00 |
| 38 Membership/Subscription/License | 1,700.00 |
| 42 Bloomerang Donor Database | 1,600.00 |
| 43 Charity Tracker Client Database | 648.00 |
| 6 Center Furnishings / Furniture | 1,000.00 |
| Total 40 Office Expenses | 12,148.00 |
| 50 Occupancy Costs | |
| 15 IT/Phone/Internet/Security | 2,350.00 |
| 17 Pest Control | 300.00 |
| 22 Utilities | 2,500.00 |
| 33 Rent | 12,600.00 |
| 39 Snow Removal | 300.00 |
| 4 Repairs (plumbing-electric) | 250.00 |
| 44 Landscaping | 400.00 |
| Total 50 Occupancy Costs | 18,700.00 |
| 60 Insurance Expense | |
| 23 Board Insurance | 1,500.00 |
| 2F Workers Comp. Ins. | 2,000.00 |
| 41 Contents Ins | 450.00 |
| 5 Prof. & General Lia. Ins | 3,900.00 |
| Total 60 Insurance Expense | 7,850.00 |
| 80 Development | |
| 27 Non-Event | 1,500.00 |
| 34 Events | 8,000.00 |
| 37 T-Shirts | 2,700.00 |
| Total 80 Development | 12,200.00 |

Natalie's Sisters, Inc.

Budget Overview: FY_2022 - FY22 P&L

January - December 2022

| | TOTAL |
|---|----------------------|
| 90 In-Kind Gifts Distributed | |
| 90A Food | 78,924.00 |
| 90B Christmas | 3,800.00 |
| 90C Personal | 35,685.00 |
| 90D Bus Passes | 500.00 |
| 90E Bibles/Books | 130.00 |
| Total 90 In-Kind Gifts Distributed | 119,039.00 |
| Total Expenditures | \$360,287.00 |
| NET OPERATING REVENUE | \$ -12,056.92 |
| NET REVENUE | \$ -12,056.92 |

Property Address 180 Tartan Drive Lexington, KY Zip Code 40517 Contract # 41048-180



OFFER TO PURCHASE CONTRACT

(This form prepared by the Lexington-Bluegrass Association of REALTORS for exclusive use of members)



Date 06/09/2022

1. BUYER offers and agrees to pay the sum of \$ 250,000 through Keller Williams Greater Lex. and Kentucky Real Estate Group for the following property located in Fayette County County, Kentucky, and more particularly described as follows: 180 Tartan Dr. Unit A and B

with all improvements thereon, plus all articles so attached or built in which, if removed, would leave the premises in a damaged, incomplete, or unfinished condition, plus the following items that will convey with the property:

All appliances to convey excluding washer and dryers, all window blinds to convey with property

2. **EARNEST MONEY:** As evidence of BUYER'S good faith to bind this contract, earnest money in the sum of \$ 5000 check cash is hereby deposited in escrow with Kentucky Real Estate Group to be credited to BUYER at closing. Said earnest money shall only be removed from said escrow account pursuant to KRS 324.111.

3. **BALANCE OF PURCHASE PRICE:** To be paid as follows:

(a) **CASH:** The balance of the purchase price in the amount of \$ 245,000 shall be paid on delivery of deed.

(b) **NEW FINANCING:** Balance of down payment (\$) on delivery of deed, and mortgage portion of the purchase price as follows:

BUYER to obtain a loan in the amount of \$ at an interest rate not to exceed %.
(Conv, FHA, VA)

This loan (with a maximum adjustment for first adjustment period %, maximum adjustment for life of the loan %) to be amortized for a period of years, with monthly payments of approximately \$ for principal and interest and a total approximate payment of \$ which would include taxes, insurance, but does not include mandatory association fees of \$ per . (BUYER/SELLER) agrees to pay necessary discount fee not to exceed % of new loan amount.

BUYER agrees to apply for and lock in the above-mentioned loan within five (5) calendar days from the date of acceptance of this CONTRACT and shall proceed with due diligence to obtain financing. Should BUYER be unable to obtain financing, this CONTRACT shall be null and void, and the earnest money shall be refunded to Buyer. BUYER agrees to pay own closing costs and prepaid items at time of closing.

FHA/VA SALE ONLY: It is expressly agreed that notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits otherwise unless the purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the appraised value of the property of not less than \$ (should be at least the sales price). The Purchaser shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the U.S. Department of Housing and Urban Development (HUD) will insure. HUD does not warrant the value nor the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

REAL ESTATE CERTIFICATION

We, the borrower, seller, and the selling real estate agent or broker involved in the sales transaction certify by our signatures below that the terms and conditions of the sales contract are true to the best of our knowledge and belief, and that any other agreement entered into by any of these parties in connection with this real estate transaction is part of, or attached to, the sales agreement.

We fully understand that it is a Federal crime, punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, U.S.C., Section 1014.

The undersigned hereby certify that they have read the above regarding FHA/VA transactions.

Signature lines for Buyer Agent, Listing Agent, and other parties with Date fields.

Signature lines for BUYER'S Initials, BUYER'S Initials, SELLER'S Initials, and SELLER'S Initials with Date/Time fields.

Property Address 180 Tartan Drive Lexington, KY Zip Code 40517 Contract # 41048-180
 (c) **LOAN ASSUMPTION:** (See addendum Form #42)

- 4. **PRORATION:** All rents, taxes, interest, association fees, and assessments shall be adjusted and prorated to date of transfer of deed.
- 5. **RENT DEPOSITS:** Rental security deposits and advance rents shall be transferred by SELLER to the BUYER at closing.
- 6. **RISK OF LOSS:** All risk of loss or damage to the premises by fire or other casualty or cause shall remain with SELLER until date of closing. If, prior to closing, the premises shall be so damaged and the cost of repair is less than ten (10) % of the purchase price herein, SELLER shall, at his/her cost, promptly repair said damage in a good and workmanlike manner. If the costs of said repairs exceed ten (10) % of the purchase price herein, BUYER shall have the option to declare this contract null and void, and receive a refund of the earnest money deposit, or BUYER may complete settlement, accepting the premises as damaged together with the proceeds of any insurance payable as a result of such damage. SELLER shall maintain adequate insurance in effect until closing for the benefit of both parties.
- 7. **INSPECTIONS:** The parties hereto acknowledge that the Realtors do not recommend inspection companies or other vendors. All inspections are to be ordered by the BUYER, (unless otherwise provided herein) paid for by the BUYER and shall be ordered from companies that are recognized in their respective industries as being qualified to make the required inspection, and licensed, where possible. The parties hereto release the above Realtors and real estate companies from, and waive, any and all claims arising out of or connected with any services or products provided by any vendor.
 - (a) Until closing, SELLER agrees to maintain property, its systems, appliances and equipment in normal operating condition, and to keep the roof water-tight and to maintain the grounds unless agreed otherwise in writing.
 - (b) BUYERS and/or their representatives shall have reasonable access and right of entry to the premises for the purpose of conducting the below inspections. It is understood and agreed that at closing, the BUYER accepts the property as satisfactory, unless otherwise agreed in writing and that the SELLER and REALTOR(s) shall have no further responsibility with reference thereto to BUYER. Any representations shall terminate at the time of closing and neither SELLER nor SELLER's REALTOR makes any representations as to operation and condition of the property and its improvements.
 - (c) **WOOD DESTROYING INSECT INFESTATION INSPECTION:** Prior to closing, BUYER may obtain and pay for (except in VA sale, where payment is to be made by SELLER as required by law, VA Form 26-8850/HUD 92053), a wood destroying insect infestation inspection certificate for all of the property and its improvements signed by a technician (certified by the Kentucky division of Pesticides and employed by a duly insured and Kentucky Licensed structural pest control person). Said certificate shall clearly indicate that all improvements located on the property were inspected. SELLER shall remove all personal belongings and/or debris that might obstruct a thorough inspection of the property and its improvements both on the inside and outside of the improvements.

In the event of visible evidence of active wood destroying insects is observed, SELLER shall, at SELLER's expense, have the property properly treated by a qualified technician prior to closing, and present proof of said treatment to the BUYER at closing. In the event visible damage from active or prior infestation is noted, repairs shall be made by the SELLER prior to closing if said repairs can be made for an amount not exceeding one percent (1%) of the sales price. However, if the cost of said repairs exceeds said amount, the payment for said repairs shall be negotiated in good faith between BUYER and SELLER within three (3) calendar days of receipt of said certificate. If the BUYER and SELLER cannot agree on payment for the repairs, this contract is voidable at the option of either party and earnest money refunded to BUYER.

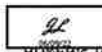
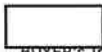


(d) **OTHER INSPECTIONS** (CHECK ONE OF THE 3 CONDITIONS)

(1) The BUYER hereby agrees that he/she has inspected the property and hereby accepts the property and its improvements in its present "**AS-IS**" condition; with no warranties, expressed or implied, by SELLER and/or Realtors.

OR

(2) The BUYER hereby agrees that he/she has inspected the property and hereby accepts the property and its improvements in its present "**AS-IS**" condition; with no warranties, expressed or implied, by SELLER and/or Realtors. BUYER may have the property inspected and may declare the contract null and void, with earnest money returned to the BUYER, by notifying SELLER or SELLER's agent in writing within _____ days from contract acceptance. Failure to

2

| | | | | | | | |
|---|-----------|---|-----------|--|-----------|--|-----------|
|  BUYER'S Initials | Date/Time |  BUYER'S Initials | Date/Time |  SELLER'S Initials | Date/Time |  SELLER'S Initials | Date/Time |
|---|-----------|---|-----------|--|-----------|--|-----------|

Property Address 180 Tartan Drive Lexington, KY **Zip Code** 40517 **Contract #** 41048-180

have inspection and notify SELLER or SELLER's agent in writing within said time shall constitute a waiver of this inspection clause and an acceptance of the property in its "as-is" condition. The time frame established in this paragraph is an absolute deadline.

*****OR*****

(3) The BUYER accepts the property and its improvements in their "AS-IS" condition as stated here-in, except for the following inspections (mark on line FOLLOWING item): complete property ; OR heating system ; air conditioning system ; plumbing ; electrical systems ; appliances ; roof ; structural ; fireplace/chimney ; septic system ; well/cistern ; radon ; asbestos ; swimming pool ; hot tub/spa ; lead paint ; concrete ; mold ; others _____ . Inspections are not to ascertain the cosmetic imperfections of the real property or personal property that the BUYER has already considered in determining the purchase price. The BUYER understands the SELLER is not required to bring property to the current building code. The BUYER understands that the SELLER is not required to perform the repairs listed in the inspector's report except as agreed in this subsection. **The BUYER understands and agrees that the inspector's report is not a repair list.**

The BUYER has carefully examined the premises and the improvements located thereon, and in making the decision to buy the property, the BUYER is relying wholly and completely upon BUYER's own judgment and the judgment of the BUYER'S inspectors. BUYER understands that SELLER shall not be required to repair any defect disclosed on the Seller's Disclosure of Property Condition.

These inspections shall be ordered by the BUYER and paid for by the BUYER. These inspections must be performed and BUYER must submit in writing to SELLER or SELLER's agent, within _____ days of contract acceptance, a list of any repairs, from inspections report(s), needed to bring the inspected item(s) to their standard operating condition. A request for a monetary allowance without a list of repairs will not constitute compliance with this request. Failure to submit a list of repairs to SELLER or SELLER's agent in writing within said time shall constitute a waiver of this inspection clause and an acceptance of the property in its "as-is" condition. The time frame established in this paragraph is an absolute deadline.

Repairs submitted in compliance with the paragraph above, shall be negotiated in good faith within four (4) days of Buyer submitting repairs to SELLER and/or SELLER's agent. If BUYER and SELLER cannot agree on repairs, this contract is voidable at the option of either party with earnest money refunded to BUYER. If upon failure to agree upon repairs, either party gives notice of intent to void the contract, then the other party shall, within three (3) days of receipt of notice have the right to: if SELLER, agrees to make the necessary repairs, **OR** if BUYER, accepts the property in its as-is condition.

(e) BUYERS shall have the right to reinspect the property within forty-eight (48) hours prior to closing for the sole and exclusive purpose of satisfying themselves that the property is in equal or better condition than it was as of the date of the offer to purchase.

8. DISCLOSURES:

A. SELLER DISCLOSURE OF PROPERTY CONDITION FORM: (CHECK ONE OF THE 2 CONDITIONS)


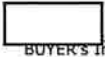


(1) SELLER warrants that there presently exist no known defects which would materially impair the fitness of the Property for its intended use, except as disclosed on said form. Said form, signed by BUYER and SELLER, is incorporated into this contract by reference.

*****OR*****

(2) The Property is new construction and the SELLER/BUILDER is providing a warranty at closing. Said warranty _____ (will/will not) be in writing. Type of builder warranty is _____.

B. LEAD-BASED PAINT HAZARDS: If the house upon subject property was built before 1978, a Disclosure of Information and Acknowledgment of Lead-Based Paint and/or Hazards Addendum, signed by the BUYER and SELLER, shall be incorporated into this contract by reference.

C. SCHOOLS: BUYER understands that current school placements are not guaranteed and may be changed at any time. The BUYER is advised to contact the appropriate board of education.

 _____ **BUYER'S Initials** _____ **Date/Time**  _____ **BUYER'S Initials** _____ **Date/Time**  _____ **SELLER'S Initials** _____ **Date/Time**  _____ **SELLER'S Initials** _____ **Date/Time**

Property Address 180 Tartan Drive Lexington, KY **Zip Code** 40517 **Contract #** 41048-180

D. **TOTAL LIVING AREA:** BUYER is advised that representations relating to total living area are approximate and are not warranted. The BUYER is advised to make an independent determination of total living area prior to entering into this CONTRACT.

E. **PROPERTY BOUNDARY:** BUYER is advised that representations relating to the property's boundary are believed to be accurate, but are not warranted. The BUYER is advised to have a pinned and staked survey prior to closing.

F. **AGENCY DISCLOSURE:** BUYER and SELLER acknowledge they have received and read a copy of the Consumer Guide to Agency Relationships and the Agency Consent Agreement, as required by 201 KAR 11:400.

G. **OWNER'S TITLE INSURANCE:** BUYER understands that all defects in title may not be discovered by a title examination. BUYER is advised to consult a Real Estate title insurance representative or an attorney regarding Owner's Title insurance.

H. **HOME WARRANTY:** If a home warranty is involved at the time of purchase, the BUYER acknowledges he/she has received and read the entire HOME WARRANTY PROGRAM AGREEMENT and understands the contents of the agreement.

9. **MEDIATION:** Any dispute or claim arising out of or relating to this contract, the breach of this contract, or the services provided in relation to this contract shall be submitted to mediation with a certified mediator. Disputes shall include (among other things) issues relating to representations made by the BUYER, SELLER, any broker, other person or entity in connection with the sale, purchase or financing. Any agreement signed by the parties pursuant to the mediation conference shall be binding.

The following matters are excluded from mediation hereunder: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) enforcement of a mechanic's lien; or (d) any matter which is within the jurisdiction of a probate court. The filing of a judicial action to enable the recording of a pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

The parties agree that this clause survives the closing.

10. **CLOSING AND TITLE:** The closing shall occur on or before 09/15/2022. At closing an unencumbered marketable title to the property shall be conveyed to BUYER by deed of general warranty with the usual covenants such as any national title company shall insure, free and clear of all liens and encumbrances except (a) such liens and encumbrances as BUYER may specifically approve and (b) easements of record and all restrictions of record as to the use and improvements of the property. Should the title to the property appear defective, SELLER shall have 14 days after receipt of notice from BUYER of such defect or defects within which to correct same at the cost of the SELLER. Should SELLER be unable to correct the defect, this CONTRACT is voidable at option of BUYER and earnest money shall be refunded to BUYER. If the parties to this contract desire that any term of this agreement survive the closing and transfer of deed to BUYER, an agreement must be executed prior to closing acknowledging such an intent.

11. **POSSESSION:** Possession shall be delivered with deed.

12. **ADDENDA:** The following addenda are attached hereto and incorporated herein by reference:

13. **OTHER TERMS AND CONDITIONS** (Have BUYER and SELLER initial, date, and time after each entry. If signing electronically, BUYER and SELLER do not have to sign after each entry.):

This offer is contingent upon receipt of award letter from LFUCG, (RFP-24-2022, ARPA FUNDED NON Profit Capitol Grant Program)

SL
BUYER'S Initials Date/Time

BUYER'S Initials Date/Time

SW
SELLER'S Initials Date/Time

SW
SELLER'S Initials Date/Time

Property Address 180 Tartan Drive Lexington, KY Zip Code 40517 Contract # 41048-180

14. **HEIRS, SUCCESSORS, AND ASSIGNS:** The heirs of the SELLER and the successors and assigns of both the SELLER and BUYER are bound under the terms of this CONTRACT.

15. **ASSIGNMENT:** Buyers shall not assign rights or obligations under this Agreement in whole or in part, without the prior written approval of the Seller except to Buyer family members or business entities in which Buyer holds a principal interest.
 Buyer may assign the contract to: _____

16. **CONTRACT INTERPRETATION:** This CONTRACT shall be interpreted according to the laws of the Commonwealth of Kentucky. Use of singular for BUYER and SELLER includes all buyers and sellers, if more than one.

17. **FAIR HOUSING:** The SELLER and BUYER acknowledge receipt of a copy of the brochure titled "What Kentucky's Fair Housing Law Means" provided by the listing/selling Realtors. This property was offered for sale without regard to race, color, sex, religion, national origin, handicap, familial status, or sexual orientation.

18. **ACKNOWLEDGEMENT:** The BUYER and SELLER acknowledge that a licensee in this transaction may receive a fee, salaries, compensation or other payments for services actually performed or rendered from any service provider.

19. **EXCHANGE:** BUYER and/or SELLER may elect to treat this transaction as an exchange under IRC Section 1031 at no cost or liability to the other party.

20. **DEFAULT:** In the event of default, the parties may pursue all available legal remedies. Should a default occur and legal action is instituted, the prevailing party shall be entitled to recover all costs, including a reasonable attorney's fee. In the event the BUYER defaults, this clause shall operate as an assignment to the broker(s), who would have received a commission, of the SELLER'S right to recover damages from the BUYER in an amount equal to such commission. Should legal action be instituted to collect under this assignment, the Broker(s) shall be entitled to receive all costs, including a reasonable attorney's fee. The parties further agree that such assignment shall survive both this CONTRACT and any release or waiver which is not signed by the Broker(s).

21. **TRID CLOSING DISCLOSURE:** All parties to this transaction, including buyers, sellers, real estate agents, lender and closing agents acknowledge that the TRID Closing Disclosure, the Buyers' Statement, the Sellers' Statement or any other summary form of the transaction does not contain non-public information and may be disclosed to any of the above referenced parties.

We have read this contract, fully understand the contents thereof, understand and agree that this is the entire agreement between the parties. WE UNDERSTAND THAT ONCE EXECUTED BY ALL PARTIES, THIS CONTRACT BECOMES LEGALLY BINDING. We further acknowledge that we are not relying on any verbal statements or representations, made by either the SELLER, BUYER or the REALTORS, either expressly or implicitly, warranting the property, its size, construction, condition or materials used, nor any of the fixtures, appliances, appurtenances, or amenities. If you do not understand any part of this document you should seek legal and/or accounting advice. We acknowledge receipt of this CONTRACT.

This offer to be accepted on or before 06/10/2022

Joy J Buchanan REALTOR (Print/Type) Brokerage/Company Name Kentucky Real Estate Group Office # 558 Broker License # 51418 Agent Email joyjbuchanan@gmail.com
Jane Lewis, Executive Director BUYER'S Signature Date and Time
Natalie's Sisters Inc. BUYER (Print/Type) Date and Time
Judy Rola BUYER'S Signature Date and Time BUYER (Print/Type)
LBAR Agent # 41048 KREC Agent License # 191756
Agent phone Number 859-321-4663

The above offer is hereby accepted this 10 day of June 2022.

Cathie Witt-Pyle REALTOR (Print/Type) Office # 1232 Broker License # 184399 Agent Email cathiewitt@gmail.com
Jennifer Wilson SELLER'S Signature Date and Time
Jennifer Wilson SELLER (Print/Type) Date and Time
Donna Sullivan Broker's Name
Jeremy Wilson SELLER'S Signature Date and Time
Jeremy Wilson SELLER (Print/Type) Date and Time
LBAR Agent # 63010 KREC Agent License # 210206
Agent phone Number 859-248-2749

Date/Time Date/Time Date/Time Date/Time

For our most vulnerable residents, how to find affordable housing is the wrong question

The **Compassionate Housing Collaboration (CHC)** is an independent group supporting the Housing First approach and the Lexington Office for Homelessness Prevention and Intervention. The CHC is a faith-based group of individuals and organizations who seek to provide or support housing options for homeless individuals served by local faith-based, non-profit organizations.

During this perfect storm of increasing homelessness and decreasing availability of stable and safe housing at any price, the CHC believes there is an approach whose time has come. We believe there are key individuals who will see the provision of rental housing to the underserved and vulnerable as a mission and a ministry, rather than a business opportunity. We believe there are individuals who will step up to provide housing *regardless of the worthiness of the tenant*.

When profit and risk management are the priorities, no landlord would rationally choose one of our clients over a long waiting list of employed, stable, sober, felony-free candidates.

However, when grace is the priority, the people we serve move to the top of the list.

Initially we will start with a pilot project by taking on the needs of one group of vulnerable and high-risk (sexually exploited/sex-trafficked) women served by Natalie's Sisters. The organization has been awarded a LFUCG grant to identify and provide services to eight women through a housing voucher program. Natalie's Sisters is looking for eight dedicated units to provide safe and stable housing in addition to the comprehensive services they currently offer.

Interested? Here's how you can get involved:

Do you own apartments or other types of housing and are willing to *discuss the possibility of one* of those units serving a ministry? (You would still receive rent.)

Can you reach out to those you know who own housing and tell them about the collaboration?

Do you have a skill or trade that could assist in the identification, selection, purchase, renovation, or management of such housing?

Are you a member of a local church?

Do you care about at-risk and vulnerable people?

Recently in the news...

Average rent for one bedroom apartment rises 34.7% in last year to \$1,193 a month. (Lex18 4/19/22)

Lexington is losing around 400 affordable housing units every year. (Lex18 4/19/22)

Lexington rent increases top among Nation's 100 largest cities. (WKYT 6/3/22)

Over 800 people on waitlist for Lexington Housing Authority's Housing Choice Voucher Program. (WKYT 6/6/22)

HUD saw 13% decline in landlord participation in the Voucher Program. (Lex18 5/24/22)

Lexington landlord charged by LFUCG Human Rights Commission for sexually harassing tenants. (Lexington Herald Leader 2/23/22)

Contact Deb Nickell
Director of Grant Services
Natalie's Sisters
Deb@nataliessisters.org
859.421.7268
www.nataliessisters.org

NATALIE'S
SISTERS

Devon Penn

(502) 316 – 3761

Devon.penn@uky.edu

EDUCATION:

University of Kentucky

Bachelor of Science in Social Work

Graduation May 26, 2022

- 121 social work credit hours completed
- Completed the course, Strategies and Innovations in using CANS-Trauma and FANS-Trauma in Practice from The National Child Traumatic Stress Network

EXPERIENCE:

Practicum Student

Natalie's Sisters, Lexington, Ky

January 2022 – April 2022

- Helped connect Ladies with resources
- Aided in the organization and handing out of food and supplies
- Performed intakes for new ladies

Resource Coordinator Intern

January 2020 – May 2020

Omni Visions Foster Care, Lexington, KY

- Create case plans as well as treatment and supervision plans for foster kids
- Participated in around 50 home visits
- Performed emergency placements

Teacher

June 2019 - August 2019

Grace Early Learning Center, Georgetown, KY

- Worked with 5 classes consisting of 12-20 kids ages 1-5
- Coordinated activities and provided basic care for the children
- Communicated with the children's parents about the wellbeing of the child

Front Office Assistant

August 2017 - May 2018

Royal Spring Middle School, Georgetown, KY

- Recorded informational data in the computer and cataloged paperwork
- Demonstrated flexibility when assisting with urgent matters around the school
- Answered the phone and greeted visitors

COMMUNITY INVOLVEMENT:

Volunteer, Not Alone Pregnancy Center, Georgetown, KY

August 2018 - December 2018

- Connected expecting moms to resources
- Organized baby clothes and helped expecting moms find supplies

Child Care Provider, Southland, Georgetown, KY

August 2015 - July 2018

- Led children's art activities based on bible stories
- Watched and cared for the children while church service was occurring

Jani Lewis
jani@nataliessisters.org
859-533-5946

Education

Lafayette High School, Lexington, KY
University of Kentucky, Lexington, KY (English/Communications)

Employment

Executive Director

Natalie's Sisters, 2016–present

Responsible for successful development and leadership of the ministry; organizational vision and strategic planning; implementation and evaluation of programs and services; monitoring of day-to-day delivery of programs and services to maintain or improve quality; development and implementation of Staff Evaluations and job descriptions; establishment of a positive, healthy and safe work environment; oversight of annual budget; establishment of working relationships with community groups, funders, politicians, and others to help achieve goals of the organization.

Administrative Assistant, Outreach Team

Southland Christian Church, 2000–2015

Responsible for refining and implementing local community outreach strategy; program development; special events coordination; writing/editing online and print publications; development of Bruised Reed and Natalie's Sisters ministries; recruitment, training and oversight of 200+ volunteers.

Executive Assistant to the President

Community Ventures Corporation, 1995-2000

Responsible for media relations; special events coordination; administration; correspondence; travel, writing/editing print publications; liaison to Board of Directors.

Assistant Account Executive/Public Relations Coordinator

Meridian Communications, 1983-1995

Responsible for media relations; special events coordination; liaison between clients and agency departments. Primary clients included Toyota Motor Manufacturing, National Association for Plastic Container Recovery, Radisson Plaza Hotel Lexington.

Volunteer:

Voices of Hope Community Council, 2019
The Refuge for Women, Board Member, 2009-2013
The Nile Ministries Advisory Council, 2003-2005
Short-term missions to Haiti, 1994-2000

MELINDA GUEST
845 HARLAN DRIVE, NICHOLASVILLE, KY 40356
859-229-9252

EXPERIENCE

2019-CURRENT

OFFICE MANAGER – NATALIE’S SISTERS

- Reconcile checking, savings, and other financial bank accounts with QuickBooks
- Pay bills including utilities, rent, insurance, etc.
- Donation Management
- Keep office supplies stocked at Drop-In Center/order as needed
- Pick up and drop off to PO box mail weekly
- Assist staff with administrative duties including filing, typing, scanning, copying, printing, organizing, etc.
- Maintain and update website
- Maintain Care Calendar
- Maintain staff sick/holiday/vacation hours
- Maintain general Center upkeep and cleaning
- Timely communication with people regarding donating items and volunteer opportunities

2019 – 2013

ACCOUNTS RECEIVABLE SPECIALIST - ABACUS MEDICAL BILLING

- Maintained account receivables for three practices
- Prepared and submitted billing data and medical claims to insurance companies
- Ensured the patient’s medical information is accurate and up to date
- Followed up on missed payments and resolved financial discrepancies
- Investigated and appealed denied claims
- Daily reconciliation of twelve clients

1988 – 2013

Office Manager – Commonwealth Gastroenterology/CSGA

- Develops and implements office policies and procedures
- Supervises, trains, and evaluates administrative staff
- Sets the staffing schedule and approves paid time off
- Hires and onboards new administrative staff
- Developed and implemented office policies and procedures
- Supervised office and medical staff
- Maintained medical and staff records
- Liaison with doctors and nurses to identify potential office dysfunctions
- Ensure compliance with current healthcare regulations

DEBRA F. NICKELL, PhD, MBA, PA-C
848 Overview Drive
Lexington, KY 40503
debrafnickell@gmail.com cell: 859.421.7268

Education and Development

- Faculty for undergraduate and graduate level courses
- Designed and implemented online/live clinician learning programs bridging the needs of credentialing, on-boarding, compliance, engagement, performance assessment, CME and the goals of the organization
- Designed and developed competency-based curriculum for physician assistants, medical students and residents emphasizing interprofessional collaborative practice
- Directed a grant-funded academic detailing program providing onsite delivery of evidence-based CME to Kentucky physicians

Service, Leadership and Collaboration

- Reputation for building strong, synergistic, interprofessional, mission driven teams
- Community volunteer in areas of substance abuse, incarceration, mental health, workforce
- Developed and implemented service learning events, curriculum and immersion activities (e.g., state wide health fairs, rural and international rotations, workforce coaching and pipeline, interprofessional events, access events, community volunteerism, mentorship in student governance)
- Increased employer satisfaction with program graduates
- Increased program recognition nationally
- Created the Colorado Collaboration for Rural Health Access (bringing together partners such as Colorado Municipal League, Colorado Counties, Inc., Special District Association, Colorado Center for Rural Health, and the Colorado Health Foundation)
- Built strong relationships with both the Kentucky and Colorado AHECs and Centers for Rural Health

Management and Strategic Planning

- Provided goal driven, strategic planning while managing daily operations
- Developed a new physician assistant program with a nationally recognized and innovative curriculum from “paper” to accredited and operational in two years
- Led a physician assistant program from failing to nationally recognized and uniquely innovative in seven years
- Led organizational level decision making teams tasked with selection and implementation of EMR, Clinical Tracking Systems, Compliance/Quality, and Learning Management systems

Academic, Regulatory, Advocacy and Accreditation

- Department Chair and State Discipline Chair for health professions
- Successfully led three ARC-PA accreditation site visits culminating in favorable accreditation decisions
- Successfully led two Higher Learning Commission accreditation site visits
- Gained the support of the Colorado legislature to change state law. This allowed Red Rocks Community College to be the first community college in the United States to confer its own master’s degree

Financial

- Increased department revenues while remaining at 60% of the national mean for tuition
- Increased department grant funding by almost one million dollars
- As department administrator, increased cash at time of service and reduced expenses for a hospital-based department
- Developed a PA program for the first for-profit medical school in the US. Projected revenues to exceed 4.2 million and estimated margin to exceed 20% within first two years in operation

Operations and Facilities

- Member of architectural design committee for 22.5M health professions building
- Served as a city planning commissioner
- Served on the design and implementation team for a 20M critical care tower
- Developed comprehensive plans for simulation and “live” health care clinics
- Developed policies and standard operating procedures for every level of the organization

EDUCATION

| | |
|-----------|---|
| PhD, 2010 | University of Kentucky, College of Communications, Health Communication |
| BS, 1997 | University of Kentucky, College of Health Sciences, Physician Assistant |
| MBA, 1988 | University of Dallas, College of Business, Health Services Management |
| BS, 1976 | University of Kentucky, College of Agriculture, Animal Science/Food Science |

EMPLOYMENT

| | |
|---|--|
| Natalie’s Sisters Lexington, KY | June 1, 2022- present Director of Grant Services |
| Lexington Latin School Lexington, KY | August 2020-2022 Health Director, Faculty |
| Morehouse School of Medicine Atlanta, GA | August 2019-June 2021 Interim Academic Director, Physician Assistant Studies |
| Self-Employed | August 2018-present Curriculum Consultant /Adjunct Instructor |
| Rocky Vista University Parker, CO | April 2016-August 2018 Founding Program Director Associate Professor, Physician Assistant Studies College of Medicine |
| Evolution Health Dallas, TX | June 2015-April 2016 National Director of Education Clinician onboarding, engagement, learning |

| | |
|---|--|
| Red Rocks Community College Lakewood, CO | June 2008-June 2015 Program Director, Physician Assistant Program Chair, Health Professions State Discipline Chair Part time faculty (June 2015-December 2015) |
| Tri-County Medical Center Erie, CO | 2008-2012 Physician Assistant, Family Medicine Part time clinical (in association with faculty position) |
| Rocky Mountain Urgent Care Longmont, CO | 2008-2009 Physician Assistant Part time clinical (in association with faculty position) |
| The New Lexington Clinic Lexington, KY | 1999-2008 Physician Assistant Family Practice and Immediate Care |
| University of Kentucky Lexington, Kentucky | 2006-2008 Faculty, Sr. Clinical Coordinator, Lecturer Division of PA Studies, College of Health Sciences |
| | 2004-2006 Senior Executive Officer (grant funded project) Drug and Therapeutic Information Service College of Pharmacy |
| | 1997-1999 Physician Assistant Division of Cardiology Electrophysiology Section |
| | 1991-1996 Administrator, Department of Emergency Medicine EMS Training Center |
| | 1989-1991 Teaching Assistant, College of Communications |
| Voluntary Hospitals of America Irving, TX | 1988-1989 (post-internship) Manager, Clinical Financial Information System |
| University of Dallas Irving, TX | 1987-1988 Graduate Assistant to the Program Director Health Services Management |

| | |
|---|--|
| G.D. Searle and Company Skokie, IL (Remote) | 1983-1987 Clinical Research Manager |
| Merrell-Dow Pharmaceuticals, Inc. Cincinnati, OH | 1980-1983 Clinical Research Manager Medical Editor |
| Wyeth Labs, Inc. Mason, MI | 1977-1980 Quality Analyst, Infant Nutrition Division |

SERVICE AND MEMBERSHIP

Natalie's Sisters, Board of Directors, outreach and services to women
 Fellow, Physician Assistants in Hospice and Palliative Care
 Fellow, American Academy of Physician Assistants
 Past Member, Government Affairs Committee, Colorado Academy of Physician Assistants, 2016
 Lead Team, Thrive, Community outreach providing employment coaching
 Adjunct Instructor, Department of Internal Medicine, University of North Texas Health Science Center
 Texas College of Osteopathic Medicine, 2015-2018
 Foster Parent, Boulder County, Colorado 2011-2014
 Member, Architectural Planning Committee, Arvada Campus, Red Rocks Community College
 Health Sciences Building (\$22.5 M), 2014-2015
 Member, Ethics Council, Physician Assistant Education Association, 2013-2015
 Planning Commissioner, City of Lafayette, Colorado, 2011-2015
 Medical Consultant, Site Visit Team, Musana, Life in Abundance, Flatirons Community Church
 Uganda, Kenya, South Sudan, October 2011
 Medical Team Leader, SOZO International, Afghanistan
 October 2005, May 2006, April 2008, March 2010, November 2010, December 2012, October
 2015
 Colorado Network of Women Leaders, Academic Management Institute, 2010-2011
 Medical Team Member (Clinical Rotation), Shillong, Meghalaya, India, Jan 5 - 27, 1997
 Medical Team Leader, medical relief, Port Au Paix, Haiti, Dec 26, 1995 - Jan 6, 1996

GRANTS

Project Director, Department of Health and Human Services, Health Resources and Services
 Administration. Award number T0BHP28562-01-00. Primary Care Training and Enhancement
 7/1/2015-6/30/2020; \$972,891

Project Director, The Colorado Health Foundation. Building Colorado's Primary Care Workforce
 3/2012-3/2014, \$307,079
 3/2014-7/2015, \$108,333

Project Director, Department of Health and Human Services, Health Resources and Services
 Administration. Award number T88HP20929-01-00. Expansion of Physician Assistant Training Program
 9/30/2010-9/29/2015; \$399,495

Project Director, Department of Health and Human Services, Health Resources and Services Administration. Award number D57HP10165-04-00. Grants for Physician Assistants Training 7/1/2007-6/30/2010; \$328,977

PUBLICATIONS/PRESENTATIONS

Natale, A., Beheiry, S., Tomassoni, G. F., Leonelli, F. M., Rajkovich, K., Wides, B., Nickell, D. F. (1999, May). Safety of Outpatient Based Internal Atrial Cardioversion. NASPE, Annual Scientific Sessions (Abstract) Toronto, Canada.

Nickell, D. F. (2010) Screen Door Medicine: The Informal Medical Consultation. Dissertation, University of Kentucky, United States.

Nickell DF, Rajkovich K, Natale A. (1999.) Are Implantable Cardioverter-Defibrillators Safe in Pregnancy? *Cardiology Review*, 16

Nickell, D. F. (2010) The Informal Medical Consultation: Problematic for Clinicians, Students, Patients or All of the Above? Paper presented at the annual education conference of the Physician Assistant Education Association. Baltimore, MD.

Ruff, C. C., Nickell, D.F. (2017, April). Designing a curriculum and program of assessment around EPAs. Poster session presented at the annual conference of the American Association of Colleges of Osteopathic Medicine. Baltimore, MD.

TEACHING EXPERIENCE

Communications 101, University of Kentucky

Business Communication, Midway College

Management 6365, University of Dallas

Medical Science 102, 206, Fugazzi College

PAS 651 Introduction to the Profession, University of Kentucky

PAS 669, Internal Medicine Clerkship, University of Kentucky

PAS 680, Seminar in PA Studies, University of Kentucky

PAS 842, Elective Clerkship, University of Kentucky

PAS 661, Pediatrics Clerkship, University of Kentucky

PAP 201, 202, 203, 231, 232, 233, Professional Seminar, Red Rocks Community College

PAP 245, 248, Emergency Medicine, Behavioral Medicine Clerkships, Red Rocks Community College

Clinical Ethics, Cultural Competency (invited speaker, Rocky Vista University, College of Osteopathic Medicine)

PAS 651, Intro to the Profession, University of Kentucky (Spring 2020)

PAS 616, Medicine and Society I, Morehouse School of Medicine (Summer 2020)

World Geography, Lexington Latin School, 2020-2022

Rachel Hamilton

EXPERIENCE

Natalie's Sisters, Lexington, KY - Director of Client Services

May 2019 - PRESENT

- Completes intakes with new clients
- Provides services with a client-centered approach
- Makes referrals to providers and local services within the community
- Schedules HIV/Hep C testing and community partner visits
- Supervises Client Services Coordinator, and interns and practicum students as needed

Lexington Rescue Mission, Lexington, KY - Practicum Student

January 2020 - August 2020

- Completed applications and VI-SPDAT's with clients in the Homeless Intervention Program.
- Led a relapse prevention class for female inmates.
- Designed the application for the COVID-19 rent assistance fund and distributed \$20K in COVID-19 ESFP grant funds.

Cabinet for Health and Family Services, Nicholasville, KY - Social Service Worker I

2017- 2018

- Conducted child abuse and neglect investigations.
- Provided court testimony in individual child welfare cases as required
- Supervised support service provision to children and families

Saul Good Restaurant and Pub, Lexington, KY - Server

2015 - 2017

- Multitasked while remaining professional and courteous in a fast-paced environment

Dr. David Marwil, Lexington, KY - Office Assistant

2013 - 2015

- Completed data entry, filed insurance claims and maintained office

EDUCATION

Campbellsville University, Campbellsville, KY - Master of Social Work

January 2019 - August 2020

University of Kentucky, Lexington, KY - Bachelor of Arts Psychology

August 2013 - December 2016

Anna Cox

2024 Twain Ridge Lexington KY 40514 | 706-718-8903 | anna@nataliessisters.org

Objective

To help women trapped in the sex industry obtain necessities through the services we provide.

Education

BA FINE ARTS | 2002 | KENTUCKY WESLEYAN COLLEGE

- Major: Fine Arts
- Related coursework: abstract thinking, Interior design, color theory

EDUCATION | 2005 | COLUMBUS STATE UNIVERSITY

- Major: Education
- Related coursework: Psychology, Interpersonal Relationships, Project Management

Skills & Abilities

MANAGEMENT

- Owned and operated small business focused on empowering women through fashion. Managed a team of 8 consultants.
- Maintains schedules of rotating volunteers, recruitment, and community outreach

SALES

- Worked with suppliers to obtain inventory for my clothing business
- Developed online campaigns
- Organized events focused on community engagement

COMMUNICATION

- Experienced creating and maintaining social media platforms
- Effective communication with team members as well as external entities.

LEADERSHIP

- Leads large group of volunteers on weekly basis to facilitate charitable mission.

Experience

BOARD MEMBER | NATALIE'S SISTERS | 2009-PRESENT

- As board member, help guide the organization, vision, and mission of Natalie's Sisters to reach women in the sex industry.
- As team leader, responsible for daily organization of volunteers and meals, maintains weekly schedule for outreach, security and meals, liaison for external resources and club management.
 - Opened a facility designed to offer meals, clothing, toiletries for women.

- Expansion into the local jail to reach incarcerated women due to the sex industry.
- Converted manual schedule process to monthly automated schedule that increased speed and accuracy of volunteer scheduling.

BOUTIQUE OWNER | LULAROE ANNA COX 2015-2021

- Responsible for inventory, budgeting, revenue, sales, social media campaigns, marketing, and advertising, while providing quality clothing that helped women feel more confident.
 - Exceeded year one sales goals with year over year growth for four years.
 - Managed team of eight consultants to achieve their personal goals.



SHAUN DENNEY

CONTACT INFORMATION

Mobile: (606) 219-1689
Email: shaunddenney@gmail.com
Address: 592 Rosemill Drive, Lexington, KY

OBJECTIVE

Follower of Christ, seeking to use my gifts and calling to serve others and glorify Him.

STRENGTHS

- Communication
- Leadership
- Relationship-building
- Problem Solving
- Collaboration
- Leading Teams
- Writing
- Compassion

EDUCATION HISTORY

UNIVERSITY OF KENTUCKY
Bachelor of Science Accounting,
August 2006 – December 2009
GPA: 4.0

SOUTHERN BAPTIST THEOLOGICAL SEMINARY

Master of Divinity
33 hours completed
GPA: 3.95

VOLUNTEERING

NATALIE'S SISTERS
TREASURER, BOARD MEMBER

ASHLAND AVENUE BAPTIST CHURCH
BIBLE FELLOWSHIP GROUP LEADER
KIDS WORSHIP TEACHER

EXPERIENCE

BUDGET ANALYST, SR

LEXINGTON-FAYETTE URBAN COUNTY COUNCIL, LEXINGTON, KY | JAN 2022 – CURRENT

- Analyze, study, and report information to Councilmembers and the public about the City of Lexington's \$400 million General Fund.
- Collaborate with the Mayor's Finance Administration regarding trends in revenues and operating expenses and discuss the financial impact of decisions in the city.
- Shepherd the Council, including Councilmembers and staff, through the annual budget process from Division hearings to the Council adopted budget.
- Administrate the Budget, Economic Development, and Finance Committee alongside the Budget Chair – developing materials, communicating with stakeholders, and moving agenda items along.
- Provide ongoing communication about the budget to Council offices for constituents and the public in the form of emails, newsletters, and social media.

10TH DISTRICT LEGISLATIVE AIDE

LEXINGTON-FAYETTE URBAN COUNTY COUNCIL, LEXINGTON, KY | JULY 2021 – JAN 2022

- Assisted the Chair of the Budget, Finance, and Economic Development Committee in preparation for monthly committee meetings.
- Researched legislation and current city government trends for their potential impact on the City of Lexington's budget and operations.
- Analyzed data to make recommendations to simplify Council discussions related to Lexington's \$120 million American Rescue Plan Act federal funding.
- Communicated regularly with constituents – addressing their needs and concerns.

CAMPUS PASTOR

SOUTHLAND CHRISTIAN CHURCH, NICHOLASVILLE, KY | AUGUST 2018 – APRIL 2021

- Coordinated ministry across multiple divisions, teams, and campuses.
- Led a diverse team to achieve ministry and organizational goals – providing pastoral support, leadership, problem-solving, and conflict-resolution.
- Communicated to large body of people through weekend services, social media, email, and other forms of communication.
- Collaborated regularly with other campus pastors, ministry division leaders, and members of executive leadership.
- Provided pastoral support to individuals and couples walking through marriage, grief, substance use, and a variety of issues.

EXPERIENCE

GROUPS PASTOR

SOUTHLAND CHRISTIAN CHURCH, NICHOLASVILLE, KY | OCTOBER 2015 – AUGUST 2018

- Led a team of small groups pastors and administrative staff across four Southland campuses in four cities.
- Provided pastoral support, encouragement, and assistance to Groups Pastors and Group Leaders.
- Used data, analysis, and benchmarking to develop a new system of small groups.
- Executed the implementation of a new Groups strategy, which mobilized more people into groups across all campuses. Implementation included technical systems, communications roll out to elders, staff, and attenders.

OUTREACH PASTOR

SOUTHLAND CHRISTIAN CHURCH, NICHOLASVILLE, KY | APRIL 2013 – OCTOBER 2015

- Provided pastoral support and leadership to local outreach staff, and schools, Serve the City, Backpack Program, and Community Garden volunteers.
- Led outreach efforts at four local elementary schools, Serve the City – Danville, and the Community Garden.
- Helped facilitate the connection of families to Helping Through Him to meet tangible physical needs.
- Oversaw the expansion of the Backpack Program to launch a program at the Lexington Campus, enabling us to feed more kids.
- Developed and maintained relationships with community partners in Danville, Georgetown, Lexington, and Nicholasville.

OPERATIONS COORDINATOR / CONTRIBUTIONS COORDINATOR (PART-TIME)

SOUTHLAND CHRISTIAN CHURCH, NICHOLASVILLE, KY | JUNE 2012 – APRIL 2013

- Provided administrative assistance to the Director of Operations.
- Processed contributions, prepared deposits, and reconciled monthly bank statements.
- Maintained Operations and Facilities budget and paid bills for all campuses.
- Worked with Operations team to implement safety and security practices.

INTERIM STUDENT DIRECTOR

FIRST BAPTIST CHURCH OF ALEXANDRIA, VA | JUNE 2011 – JUNE 2012

- Planned, organized, and provided biblical teaching for students at Saturday night youth programming.
- Planned and organized student events including summer trips, outreach efforts, and special events.
- Discipled teenage men walking through issues of addiction.
- Communicated regularly to parents and volunteers.

ELEMENTARY MATH TEACHER

PRINCE GEORGE'S COUNTY PUBLIC SCHOOLS, MD | JUNE 2010 – JULY 2011

- Taught 4th grade math and science in an under-performing school in Prince George's County, Maryland.
- Used a data-driven approach to teaching.
- Collaborated with a diverse community of parents, teachers, and community members.

Ron Hargett
Hargett Construction-Partner

Education

Western Kentucky University-B.A. 1972

Civic

Board Member- Natalie's Sisters 2014-2022

Founding Board Member-Lexington Christian Academy- 1982-1994

Board Member- Big Brothers/Big Sisters- 1980-1982

Elder-Southland Christian Church- 2002-2012

Board of Trustees-Kentucky Christian University-December 2004-2010

Building God's Way National Advisory Council

Building Better Communities National Advisory Board- Journey New Orleans

Professional

Prior to joining the family business in 1974, Ron worked in marketing, admissions, and coached at one of the premier preparatory schools in America; Culver Educational Foundation, Culver, Indiana.

Throughout his forty years of professional experience, Ron has been responsible for negotiating, planning, design, and construction of a variety of project types including athletic, educational, institutional, hotel, retail, office, state and local government, non-profit organizations, manufacturing facilities, churches, and Christian schools.

Directly involved with projects, he consults with owners and architects to plan projects and oversee project goals and objectives.

Ron Hargett's active involvement in the development of properties at Wellington at Reynolds Road in Lexington, with the owners, donors, board members, coaches and staff of the Lexington Christian Academy and with the National Development Council, (non-profit owners of the former Reynolds Road property), Realtors, Developers, Purchasers, has provided valuable site and design-build experience.

Personal

The most important changes in Ron's life came when he met and married Robin (1977) and gave his life to the Lord Jesus (1982). Ron and Robin have two daughters Courtney Hargett Taylor, Britney Hargett Wainscott, twin granddaughters Emersyn and Isabella (17), granddaughter Stella(11), and grandson Hayden (15).

Anna Kristina Livesay

Contact

2462 Harrods Pointe Trace
Lexington, KY 40514
T859-492-2129
annakristina@livesaygroup.com

Education

University of Kentucky
BA, 1993
Study Abroad at Richmond
College, London, England
Transylvania University

Key Skills

Administration
Technology
Social Media

Non Profit Board

Natalie's Sisters, March 2020 – present
Treasurer, 2020-2022
Secretary, 2022-present

Experience

2014-2017

Homeschool Educator • Challenge A Director
• Classical Conversations

1994 – 1998, 2000 -2001, 2007-2009

Educator • Middle School English, reading, mathematics

- Lexington Latin School
- KORE Academy
- Fayette County Public Schools
- Daviess County Public Schools

1999-2000, 2001-2002

Professional Nanny

- Black- Harvey Family in Lexington, KY
- Taylor- Karenbauer Family in New York City, NY

Entrepreneurship

Livesay Family Properties, 2011 – present

Pruvit Promoter, 2018 - present

Leadership

Bible Study Fellowship, 2003 – present

Administrative Team, Group Leader, Children's Leader



DONNA MALLANY

2401 TULSA ROAD, LEXINGTON, KENTUCKY 40503

SKILLS SUMMARY

I am a retired HR Representative. I have used Microsoft Word, Excel and Publisher. I have 41 years' experience in many areas of manufacturing.

EDUCATION

High School Graduate 1972

Attended University of Kentucky

EMPLOYMENT

GENERAL ELECTRIC LEXINGTON LAMP PLANT 1974-2016

HR Representative 2009-2016

- *Assisted HR Manager in all matters of HR
- *Maintain employee record including job bid and placement, attendance.
- *Responsible for record keeping and yearly report for Federal Government on fair hiring and promotion in the facility
- *Helped prepare for Local Union Negotiation
- *Published a monthly Plant Newsletter and Health Newsletter
- *Responded to grievances filed by the Union
- *Responsible for scheduling productions runs
- *Responsible for inventory for the production runs, worked with vendors to acquire products for production runs

I held many positions within the plant including quality checker, stockroom clerk and ran all equipment in the manufacturing of headlamps and specialty lighting.

**Union IBEW LOCAL 1627
1978-2009**

I held many positions within the Union most notably Union President from 1980-1988. I was part of a team that negotiated the National Contract with General Electric.

VOLUNTEER POSITIONS

Team Member, Natalie's Sisters, 2012-present

Board Member, Natalie's Sisters, 2016-present



Sheila G. Myers

107 Wood Duck Court
Nicholasville, Kentucky 40356

Sheila@csmyers.net
859-224-2600/h; 859-492-6075/c

SKILL-SET HIGHLIGHTS

- Proven leader by co-managing solo optometric practice with increase of 900% during ownership
- Proven leader by managing FSNB Loan Department with increase to leading the company in loan portfolio balance
- Real estate entrepreneur developing commercial rental property, single dwelling homes/townhouses and raw land
- Strong analytical thinker and strategic planner
- Skilled negotiator with outside customers / vendors
- Detail oriented with data in streamlining business practices and financial analysis
- Self-motivated leader to consistently improve organizations efficiency
- Proficient with computers and software
- Creative visionary focused on customer service including quality assurance
- Strong networking skills with emphasis on diverse relations

PROFESSIONAL EXPERTISE

Owner/Managing Member, **Partnership Properties, LLC.** 1999–present. Nicholasville, Kentucky

→ **Business Development**

- Own and maintain leased commercial real estate
- Oversee leases, maintain and retain tenants
- Develop and maintain all financial statements and budgets
- Collaborate with Tax Professionals annually
- Identify and purchase single dwelling homes/townhouses for short holdings

Commercial Loan & Business Development Officer, **First Southern National Bank.** 2010-present. Lexington, Kentucky

→ **Quality Assurance / Stewardship**

- Develop and service new and existing relationships under CEO leadership for the Commercial Lending Group
- Manage high-net worth customers
- Oversee digital closings of large loans that include multiple states and attorney/title companies.
- Conduct comparative analysis of such benchmark data as liquidity, profitability and credit history between prospects and comparable entities.

→ **Leadership**

- Provide leadership, oversight and hands-on training for loan support staff in the Lexington Branch. Served in administrative role in making the Lexington Loan Department as efficient as possible.
- Implemented various forms, reports and procedures to improve production for the local branch that was adopted across the company

→ **Business and Relational Development**

- Maintained working knowledge of all of First Southern's product and services and promoted those outside of business location and hours.
- Maintain excellence and the intention of delivering more than is expected to build a genuine relational trust from current/new customers.

→ **Cultural**

- Maintain and demonstrate support for First Southern's stated Purpose and Core Values.
- Serve on the Lexington River Foundation which is a non-profit organization created within the company to seek Christ-centered non-profit organizations that serve our local community in reaching the underserved, poor and lost. This is primarily done through issuing grants.

Co-CEO, Dr. Curtis Myers dba Family Eye Care Center, 1980-2005

Lawrenceburg, Kentucky

→ **Quality Assurance**

- Managed daily operations including: staff, patient records, scheduling, recall system, medical insurance filing and audit, optical lab production and retail optical showroom
- Regulated OSHA safety compliance practices
- Sponsored, trained and tested Optician Apprentices.

→ **Leadership**

- General Ledger / Profit and Loss / Budgeting / Financials
- Accounts Receivables / Payables / Banking
- Payroll / 401(K) reporting / IRS payroll quarterly-annual reporting / Sales & Use Tax reporting
- Planning and conducting employee meetings
- Established safety eyeglass program with seven manufacturing industries in central KY
- Inventory purchasing for retail showroom & optical lab

→ **Human Resources**

- Wrote job descriptions
- Recruit, test, interview and hire positions
- Employee training for job production
- Wrote procedure manual for staff positions; personnel policy manual
- Perform evaluation review for employees

→ **Marketing**

- Marketing/advertising for business using newspaper/radio media, community service and eye care education program in local school system

COMPUTER SKILLS

- Excellent in Microsoft Office application including: Word, Excel, Power Point, Publisher
- Proficient in OSAS Accounting Software, Quicken, Quick Books
- Proficient in data entry
- Internet

PROFESSIONAL DEVELOPMENT

- Mandatory continue education for Finance/Banking/Lending
- Mandatory continued education to maintain Opticians license
- Elective communication and management seminars / KY Optometric Association

COMMUNITY INVOLVEMENT

- Board of Director Natalie's Sister 2017 – present. Secretary 2017 - 2021
- Member of Southland Christian Church and volunteer: Prayer Team lead; former Women's Ministry Bible Study Coordinator; Study Resource co-coordinator; Connection Point volunteer which connects newcomers to service areas 2000 – present
- The Bluegrass Women's Generous Giving Circle 2010-present
- 2015 Heroes of our Community presented by Refuge for Women
- 2013 Hall of Fame Kentucky Junior Miss
- Board of Director 2014 – 2016 Refuge Medical Clinic
- Banquet committee / Silent Auction chair for Refuge for Women – 2013-2015
- Refuge Medical Clinic local/international volunteer – optician – international communities Honduras and Haiti 2009 - 2014
- Lexington City Co-coordinator for Living Proof Live Women's Ministry Event 2004
- Kentucky International Tennis Federation Tournament, Tournament Coordinator / Entries and visa invitations 2004-2006
- Elected to Kentucky Colonels for volunteer work associated with civic organizations
- Junior Miss: inaugurate Anderson Co. Junior Miss and Chaired for 5 years; Regional Director, Vice President and President Board of Directors for Kentucky Junior Miss
- Toys for Tots, co-ordinate local drive and drop off location
- Lawrenceburg Woman's Club, past President & Secretary
- Lawrenceburg Business and Professional Woman's Club, past Secretary
- Lawrenceburg United Methodist Church: Youth leader, VBS director, stewardship campaign director, worship associate 1980-2000

EDUCATION

- Certified Optician, American Board of Opticians, 1996
- Certified Contact Lens Technician, National Contact Lens Examiners, 1997
- Ophthalmic Dispenser, KY Board of Ophthalmic Dispensers, 1997
- Eastern Kentucky University, studied banking / accounting 1975-1977

REFERENCES

- Available upon request

Diane Perez

Lexington, KY 40502 • dianeperez66@yahoo.com • (859) 492-0312 • <https://www.linkedin.com/in/dianeperez66/>

RELEVANT EXPERIENCE

DV8 Kitchen

Lexington, KY

Co-Owner/Operator

Aug. 2017 – Present

- Co-created concept, branding, design, and interior/exterior building renovations
- Manage day-to-day business operations, which have been featured in *The New York Times*, *The Oprah Magazine*, *Yelp's Top 100 Brunch Restaurants in the US*, and more
- Train and motivate employees to perform daily business functions while maintaining a turnover rate 33% better than the restaurant industry national average
- Monitor market conditions to set accurate product pricing and take advantage of emerging trends
- Establish, optimize and enforce business policies to maintain consistency and high-quality standards across industry operations
- Apply performance data to evaluate and improve operations, target current business conditions and forecast needs

Saul Good Restaurant & Pub

Lexington, KY

Co-Owner/Operator

Feb. 2008 – May 2022

- Co-created concept, branding, all design elements and managed building renovations
- Managed day-to-day business operations, expanding the concept to three separate locations
- Consulted with customers to assess needs and propose optimal solutions
- Trained and motivated employees to perform daily business functions
- Enhanced operational efficiency and productivity by managing budgets, and costs
- Remained up-to-date on current trends and attended industry trade shows and markets to view and order inventory
- Developed key operational initiatives to drive and maintain substantial business growth

Delta Air Lines, Inc.

Los Angeles, CA

Flight Attendant

March 1990 – Nov. 2006

COMMUNITY INVOLVEMENT

Board President, Natalie's Sisters

2019 – Present

- Assists Executive Director in preparing agenda for board meetings
- Works as liaison with the Executive Director to make sure board resolutions are carried out
- Calls special meetings if necessary
- Coordinates Executive Director's annual performance evaluation along with secondary Board Member familiar with ED's work performance
- Acts as an ambassador for the organization; assists with new board member recruitment and interviews

Board President, Natalie's Sisters

2016 – Present

EDUCATION

California State University, Fresno

Fresno, CA

Bachelor of Arts

May 1989

Liberal Arts and General Studies

JENNIFER TRUE REED

528 NORTHSIDE DR. • LEXINGTON, KY 40505

PHONE 859-351-9425 • E-MAIL JENNIFERTRUE3@HOTMAIL.COM

EXPERIENCE

2017-Present Kentucky Department of Criminal Justice Training

Position: *Legal Instructor*

- Provide legal instruction regarding the Kentucky Revised Statutes, Constitutional law and case law for basic and in-service law enforcement, telecommunication and court security students.
- KLEC certified
- Create curriculum devoted to legal instruction regarding both federal and state law for law enforcement, telecommunication and court security students.
- Review agency curriculum to be sent to the Kentucky Law Enforcement Council.
- Provide legal support to other instructional sections at the Department of Criminal Justice Training.
- Prepare articles regarding pertinent legal issues facing law enforcement officers for the Kentucky Law Enforcement Magazine.

2016-2017 Contract Attorney Kentucky Department of Criminal Justice

Richmond, Ky

Position: *Moot Court Attorney*

- Participated as a defense attorney in Moot Court proceedings for graduating law enforcement recruits.

2016-2017 Natalie's Sisters,

Lexington, KY

Position: *Executive Director*

- Established 501(c)3 status for the non-profit.
- Oversaw budget for the non-profit.
- Partnered with local law enforcement to minister and provide aid to women involved in street level prostitution.
- Established relationships with community partners to assist

victims of human trafficking and other women in need of resources.

2008-2011 United States Attorney's Office,
Eastern District of Kentucky Lexington, KY

Position: *Special Assistant United States Attorney*

- Vertically prosecute firearm, drug and child exploitation crimes
- Assist in review of cases
- Regularly attend PSN and PSC meetings with local partners
- Draft indictments, pleadings, and appeals
- Prosecute federal felony trials and hearings

2000-2015 Fayette County Attorney's Office Lexington, KY

Position: *Assistant County Attorney*

- Kentucky Assistant County Attorney of the Year, 2007
- Prosecute misdemeanor jury trials with an emphasis on domestic violence and impaired driving offenses.
- Research, write and argue pre-trial and in limine motions
- Research, write and argue appeals before the Fayette Circuit Courts and Kentucky Court of Appeals
- Reintroduced and coordinated the Truancy Intervention Program

2003 Jessamine County Attorney's Office Nicholasville, KY

Position: *Assistant County Attorney*

- Prosecuted misdemeanor offenses through trial and appeal
- Organized the Domestic Violence Coalition with Community Partners
- Researched, wrote and argued pre-trial and in limine motions

2000 David R. Marshall Law Office Nicholasville, KY

Position: *Associate Attorney*

- Responsible for a variety of civil and criminal matters
- Researched, wrote and argued civil and criminal motions and appeals.

1998-2000 McKenzie, Woolery, Emrick, & Webb, PSC Ashland, KY

Position: *Associate Attorney*

- Responsible for an assortment of state and federal civil cases
- Researched and wrote state and federal civil motions and responses

- Deposed witnesses

EDUCATION

1995-1998 **University of Kentucky College of Law** Lexington, KY
Degree: *Doctorate of Jurisprudence*
Degree Received: May 1998. GPA: 3.02
Member of the Journal of Natural Resources and Environmental Law

1991-1995 **University of Kentucky** Lexington, KY
Degree: *Bachelor of Arts, Political Science*
Degree Received: May 1995 (Cum Laude) GPA: 3.73
Member of Phi Beta Kappa; National Spanish Honor Society

Licenses: Kentucky, 1998
United States District Court, Eastern District of Kentucky, 1998
United States Sixth Circuit Court of Appeals, 2000

PRESENTATION EXPERIENCE

- Legal Instructor, Kentucky Department of Criminal Justice Training, 2017- Present
- Instructor, Kentucky Prosecutor's Institute, 2007
- Presenter, Saving Lives, Kentucky Attorney General's Office, January & August 2008, January 2009
- Presenter, Masters of DUI, Kentucky Bar Association Annual Conference, 2008

REFERENCES AVAILABLE UPON REQUEST

COMMUNITY PROJECT AGREEMENT

THIS COMMUNITY PROJECT AGREEMENT (“Agreement”), is made and entered into on the _____ day of _____ 2022, 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 **NATALIE’S SISTERS, INC.**, a Kentucky nonprofit corporation, (“Organization”) with offices located at 677 N. Limestone St., Lexington, Kentucky 40508.

WITNESSETH

WHEREAS, the Organization is a 501(c)(3) nonprofit organization, as defined by the Internal Revenue Code, that now either presently owns or else intends to purchase property located at 180 Tartan Drive, Lexington, Ky., Units A and B (hereafter “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. 24-2022 for its “Nonprofit Capital Grants Program,” which offers grant awards to Fayette County 501(c)(3) nonprofit organizations in recognition of the negative economic impacts of COVID-19 upon the local network of community agency partners;

WHEREAS, the Organization submitted a response to RFP No. 24-2022 seeking funding from LFUCG for the acquisition and rehabilitation of the Property as a capital improvement project, so that it can continue providing needed services to Fayette County residents;

WHEREAS, LFUCG intends to fund this project to hopefully lessen the economic impact of the COVID-19 pandemic on those Fayette County residents served by the Organization by using revenue replacement funding derived from the American Rescue Plan Act of 2021 (ARPA);

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 September 15, 2022, and shall last until December 31, 2026, unless terminated by LFUCG at an earlier time.

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 that 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 project or series of discrete projects outlined in the Scope of Work included in attached Exhibit "A" (the "Project(s)"). Organization shall complete the Projects in a timely, workmanlike and professional manner, as specified herein.

4. **PAYMENT.** LFUCG shall pay Organization a total amount not to exceed **Three Hundred Thirty-Six Thousand Six Hundred and Fifty-Five Dollars (\$336,655.00)** ("Funds") for the completion of the Project. Payments shall be made monthly for expenditures the Organization actually incurred, only after receipt of monthly invoices. All expenditures must be incurred on or before **April 30, 2024**. The uses of the Funds are limited to the Project described herein 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 an 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.** The following terms shall apply to any and all construction work performed in completion of the Project.

a. **Project to be Completed in Workmanlike Manner.**

Organization shall bid, contract for, and cause to prosecute to completion, the Project 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. **FEDERAL LAW.** The Organization understands that the Funds paid by LFUCG were awarded under the American Rescue Plan Act of 2021 (“ARPA”). Organization agrees to comply with any requests from LFUCG related to LFUCG’s ongoing monitoring and reporting obligations set by federal law. Organization understands that the failure to comply may result in termination of this Agreement. Organization further agrees and by entering this Agreement, it hereby certifies to its ability to comply with all terms included within any Exhibits to this Agreement and also to the following terms, to the extent these terms are applicable to the subject matter of this Agreement as defined by applicable federal law:

a. The Organization acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

b. The Organization agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of goods, products or materials produced in the United States, in conformity with 2 C.F.R. § 200.322.

c. The Organization agrees and certifies that all activities performed pursuant to any agreement entered as a result of a contractor’s bid, and all goods and services procured under that agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200.323 (Procurement of recovered materials), to the extent either section is applicable.

7. **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 to the addresses provided herein. Organization shall be entitled for payment of all reasonable costs that it incurred up to that period of time.

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.

8. **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.

9. **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.

10. **INSURANCE; INDEMNITY.**

The Risk Management Provisions in Exhibit "A" are incorporated herein as if fully stated.

11. **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.

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

13. **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.

14. **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.

15. **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.

16. **DISPOSITION OF PROPERTY.** Organization agrees that it shall not sell or otherwise dispose of any goods, property, or equipment acquired and/or improved using 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, 2026. 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.

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

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

19. **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.

20. **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.

21. **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.

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

For Organization:

Jani Lewis
Executive Director
Natalie's Sisters, Inc.
PO Box 2074
Lexington, Kentucky 40508
jani@nataliessisters.org

For Government:

Jenifer Wuorenmaa (ARPA Project Manager)
Office of the Chief Administrative Officer
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507

EXHIBIT "A"



LEXINGTON

Lexington-Fayette Urban County Government

Request for Proposal

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #24-2022 Nonprofit Capital Grants Program** to be provided in accordance with terms, conditions and specifications established herein.

Online proposals will be received at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time, on **June 21, 2022**

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received (uploaded to <https://lexingtonky.ionwave.net/>) by the Division of Central Purchasing before the date and time set for opening proposals.

Additional copies of this Request For Proposals are available from the Division of Central Purchasing, Room 338 Government Center, 200 East Main Street, Lexington, KY 40507, (859)-258-3320, at no charge.

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

The Proposer must upload one (1) electronic version in PDF format to <https://lexingtonky.ionwave.net/>.

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, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the 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 workforce 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 Central Purchasing 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 Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing 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 Central Purchasing 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 Central Purchasing 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 Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing 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 Central Purchasing shall in writing, affirm or withdraw the recommendation.

SELECTION CRITERIA:

See Scope of Work for scoring criteria.

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 addressed to:

Todd Slatin, Director
Division of Central Purchasing
tslatin@lexingtonky.gov

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 Central Purchasing
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 Central Purchasing, (859)-258-3320.

AFFIDAVIT

Comes the Affiant, DEBRA F. NICKELL, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is DEBRA F. NICKELL and he/she is the individual submitting the proposal or is the authorized representative of NATALIE'S SISTERS, INC., 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 Central Purchasing 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.

Michael M. Jacobs
STATE OF Kentucky
COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Melinda Guest on this the 12 day of September, 2022

My Commission expires: April 12, 2025 # KY NP-27532

Melinda Guest
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

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 disability.

- 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.

Signature Janice Lewis

Natalie's Sisters, Inc.
Name of Business
Natalie's Sisters 9/12/22

WORKFORCE ANALYSIS FORM

Name of Organization: NATALIE'S SISTERS, INC.

| 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) | | Total | |
|---------------------|----------|--------------------------------|----------|--------------------|---|--|---|---|---|--------------------------------|---|--|---|--|---|-------|----------|
| | | M | F | M | F | M | F | M | F | M | F | M | F | M | F | M | F |
| Administrators | 1 | | 1 | | | | | | | | | | | | | | |
| Professionals | 3 | | 3 | | | | | | | | | | | | | | 1 |
| Superintendents | | | | | | | | | | | | | | | | | 3 |
| Supervisors | | | | | | | | | | | | | | | | | |
| Foremen | | | | | | | | | | | | | | | | | |
| Technicians | | | | | | | | | | | | | | | | | |
| Protective Service | | | | | | | | | | | | | | | | | |
| Para-Professionals | | | | | | | | | | | | | | | | | |
| Office/Clerical | 1 | | 1 | | | | | | | | | | | | | | 1 |
| Skilled Craft | | | | | | | | | | | | | | | | | |
| Service/Maintenance | | | | | | | | | | | | | | | | | |
| Total: | 5 | | 5 | | | | | | | | | | | | | | 5 |

Prepared by: DNickell Date: 6/17/22

(Name and Title)
DEBRA F. NICKELL
 DIRECTOR OF GRANT SERVICES

Revised 2015-Dec-15

Jani Lewis
 Executive Director 9/12/22

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, 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.

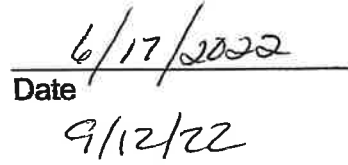
13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated 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

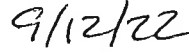
authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that 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. 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.

20. 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.


Signature


Date



**AMENDMENT 1 —
CERTIFICATION OF COMPLIANCE FOR AMERICAN RESCUE PLAN ACT
EXPENDITURES**

The Lexington-Fayette Urban County Government (“LFUCG”) may classify the subject matter of this bid as an expenditure under the American Rescue Plan Act of 2021. Expenditures under the American Rescue Plan Act of 2021 require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

The bidder agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG classifies the subject matter of this bid as an expenditure under the American Rescue Plan Act. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. Either party may terminate this Agreement for good cause shown with forty-five (45) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 45 days, then the Agreement shall terminate on the forty-fifth day.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering

agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
- (2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.


13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with ‘Limited English Proficiency’ in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.”

15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such

U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Signature *Jane Lewis*

6/17/2022

Date *7/12/22*

Firm Submitting Proposal: NATALIE'S SISTERS, INC.

Complete Address: PO 2074 LEXINGTON 40588
Street City Zip

Contact Name: D. NICKELL Title: DIRECTOR OF GRANT SERVICES

Telephone Number: ⁽⁸⁵⁹⁾ 421.7268 Fax Number: _____

Email address: deb@nataliessisters.org

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Consultant 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 Consultant or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Consultant") 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) Consultant 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 Consultant'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 Consultant; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) Notwithstanding, the foregoing, with respect to any professional services performed by Consultant hereunder (and to the fullest extent permitted by law), Consultant 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 Consultant in the performance of this agreement.
- (4) In the event LFUCG is alleged to be liable based upon the above, Consultant 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.

- (5) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (6) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONSULTANT acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONSULTANT in any manner.

FINANCIAL RESPONSIBILITY

CONSULTANT understands and agrees that it shall, prior to final acceptance of its proposal and the commencement of any work or services, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

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

CONSULTANT 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 or services hereunder by CONSULTANT. The cost of such insurance shall be included in any bid:

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

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. 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 a Products and Completed Operations endorsement or Premises and Operations Liability endorsement and a Products Liability endorsement unless they are deemed not to apply by LFUCG.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.
- e. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to 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 CONSULTANT'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. If CONSULTANT satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONSULTANT agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Safety and Loss Control

CONSULTANT 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

CONSULTANT 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

CONSULTANT 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

CONSULTANT 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 CONSULTANT for any such insurance premiums purchased, or suspending or terminating the work.

00471865



Lexington-Fayette Urban County Government
Request for Proposals

Nonprofit Capital Grant Program
Scope of Work

Description: The Nonprofit Capital Project Grants Program is a new 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 federal American Rescue Plan Act (ARPA) dollars and are subject to federal 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.

Purpose: To provide a *one-time grant* to local 501(c)(3) agencies for major capital projects in two categories: 1) Facility Improvements (such as the purchase, construction, expansion, repair of a building, or installation or major overhaul of HVAC systems, etc.), and 2) Operational Investments (e.g. purchase of major equipment, such as a generator or vehicle).

Instructions

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

Proposal Deadline – 2 P.M. OF June 21, 2022

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

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, 2024**.

LFUCG intends to award multiple proposals with funding via the American Rescue Plan Act. **Organizations receiving grants shall be known as Subrecipients for the purposes of this program.**

PLEASE NOTE: All grant funds are reimbursed funds only, no funds will be dispersed to Subrecipients in advance. Reimbursements may occur periodically during the project. Subrecipients shall invoice the Lexington-Fayette Urban County Government, Department of Grants and Special Programs, upon completion of Subrecipient spend for reimbursement.

The Subrecipient agrees that it shall spend the entire amount of funds provided under this Agreement before April 30, 2024.

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

See the Request for Proposals beginning on page 31 for details of the Certification of Compliance for American Rescue Plan Act Expenditures.

If it becomes apparent to the Subrecipient that it will be unable to complete the Project either in the manner or for the amount described in this Agreement, then the Subrecipient 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 Subrecipient fails to use any amount of funds provided under the Agreement within the time of performance (by April 30, 2024), Subrecipient forfeits those funds.

1.2 Proposal Submission

In order to be considered, proposals must be received by **June 21, 2022 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 Phone: (859) 258-3320
Deadline for questions is JUNE 3, 2022 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 Monday, May 16, 2022, 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 Wednesday, June 1, 2022 at 2 PM EST**

[Click here to Join Technical Q&A Zoom Meeting](#)

Webinar ID: 852 2355 9169

Passcode: 435922

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 Tuesday, June 21, 2022. 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 August 15, 2022. 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

Proposals will be evaluated by a neutral panel selected by the Commissioner of Social Services, all of whom have no affiliation with any applicant.

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

These grants are funded by federal American Rescue Plan Act (ARPA) dollars and are subject to federal reporting and spending requirements. Agencies will manage and comply with ARPA Requirements as detailed in this Request for Proposal beginning on page 31 in the Certification of Compliance for American Rescue Plan Act Expenditures.

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 and Operational Investments 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 Gold Seal of Transparency or higher level agency portrait on [GuideStar.org](https://www.guidestar.org)
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 and Meeting ARPA Requirements

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.

Describe how the Agency will manage and comply with ARPA Requirements as stated previously. *(Details in the Request for Proposal beginning on page 31 in the Certification of Compliance for American Rescue Plan Act Expenditures.)*

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, 2024

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 in 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 \$100,000 of Facility Improvements and/or \$50,000 in Operational Investments** (*Agencies may bundle projects to meet the minimums*).

Maximum award in Facility Improvements is \$500,000, and \$250,000 in Operational Investments. An agency may receive up to a total of \$750,000 if projects are awarded the maximum in each category.

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.
- **All funds awarded must be spent by grantees before April 30, 2024.**

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> |

Operational Investments

- F. Information Technology & Telecommunication (*Servers, Computer Systems, Database Systems, etc.*)
- G. Fleet and Mobile Service Units
- H. Generators, Alternative Power Supply
- I. Security Cameras, Safety Controls
- J. Other Major Operational Equipment

Grant Award Allocation

| Funding Pool* | Facility Improvements | Operational Investments |
|------------------------------|------------------------------|--------------------------------|
| | \$4,000,000 | \$2,000,000 |
| Minimum Request per agency** | \$100,000** | \$50,000** |
| Maximum Request per agency | \$500,000 | \$250,000 |

**Agencies may apply for either Facility Improvements or Operational Investments or both.*

***Agencies may bundle projects in either Facility Improvements or Operational Investments to meet the minimums (not across the two types of investments in order to meet minimums).*

4.0 EVALUATION & CRITERIA

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

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:

6. Facility Improvement location is located in Fayette County and Operational Investments must be for the purpose of serving Fayette County residents with these grant funds
7. Be in good standing with the Kentucky Secretary of State
8. Responders shall be registered and have a current, complete Gold Seal of Transparency or higher level agency portrait on GuideStar.org
9. Funds for the projects cannot be used to teach, advance, advocate or promote any religion
10. 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 and Meeting ARPA Requirements

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.

Describe how the Agency will manage and comply with ARPA Requirements as stated previously. *(Details in the Request for Proposal beginning on page 31 in the Certification of Compliance for American Rescue Plan Act Expenditures.)*

4.4 Operational Feasibility

The application must include:

5. Clear and complete plans and timeline for implementing and completing the project
6. 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
7. Adequate number of qualified staff to carry out the proposed project
8. Indicators that demonstrate that the project can be completed by April 30, 2024

4.5 Cost Analysis – and attachments

5. Cost proposals and budget narrative
6. This section shall provide the total costs of the capital project, including all expenses to be incurred
7. Project is cost-effective and all costs are reasonable, and do not deviate substantially from the norm in Lexington

8. Line item Budgets for each Grant Project requested and the Agency Budget

LFUCG reserves the right to adjust funding amounts.

EXHIBIT "B"



LEXINGTON

RFP-24-2022
Natalie's Sisters
Supplier Response

Event Information

Number: RFP-24-2022
Title: ARPA Funded Nonprofit Capital Grant Program
Type: Request For Proposal
Issue Date: 5/16/2022
Deadline: 6/21/2022 02:00 PM (ET)

Contact Information

Contact: Todd Slatin
Address: Central Purchasing
Government Center Building
Room 338
200 East Main Street
Lexington, KY 40507
Phone: (859) 2583320
Fax: (859) 2583322
Email: tslatin@lexingtonky.gov

Natalie's Sisters Information

Contact: Debra Nickell
Address: PO Box 2074
Lexington, KY 40588
Phone: (859) 533-5846
Email: deb@nataliessisters.org
Web Address: www.nataliessisters.org

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Debra F. Nickell

Signature

Submitted at 6/17/2022 12:34:46 PM

debrafnickell@gmail.com

Email

Response Attachments

6-17 Natalie's Sisters RFP-24-2022 Proposal .pdf

Proposal

Natalies Sisters 3 NCG Submittal Cover Sheet.pdf

Cover Sheet

NS PROJECT COST ESTIMATES.pdf

Project Budget

NS RFP24-2022 WFA and Sigs.pdf

Signature pages and Work Force

NS Budget FY2022 .pdf

NS 2022 Budget

Offer to Purchase Contract (LBAR) (version 15).pdf

Sales Contract

CHC final.pdf

CHC

NS Staff resumes .zip

Staff Resumes

NS BOD resumes.zip

BOD Resumes



PROPOSAL SUBMITTAL COVER SHEET

Agency Information

Agency Name: Natalie's Sisters, Inc.

Mailing Address: PO Box 2074 Lexington KY 40588

Street Address: 677 North Limestone St Lexington KY 40508

Phone: (859) 533 - 5946

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 **must** 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):
Jani Lewis, Executive Director 859.533.5946 jani@nataliessisters.org

Person Completing Application (Name, Title, Phone, Email):
Deb Nickell, Director of Grant Services 859.421.7268 deb@nataliessisters.org

Project Information

Funding Requested by Project, if bundling multiple Projects:

| | |
|---|---|
| Project: <u>Housing for Sexually Exploited/Sex-Trafficked Women</u> | Request \$ <u>336,655</u> |
| <input checked="" type="checkbox"/> Facility Improvement project | <input type="checkbox"/> Operational Investment project |
| Project: _____ | Request \$ _____ |
| <input type="checkbox"/> Facility Improvement project | <input type="checkbox"/> Operational Investment project |
| Project: _____ | Request \$ _____ |
| <input type="checkbox"/> Facility Improvement project | <input type="checkbox"/> Operational Investment project |
| Project: _____ | Request \$ _____ |
| <input type="checkbox"/> Facility Improvement project | <input type="checkbox"/> Operational Investment project |
| Project: _____ | Request \$ _____ |
| <input type="checkbox"/> Facility Improvement project | <input type="checkbox"/> Operational Investment project |

Total Funding Amount Requested: \$ 336,655

- 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.
- If applying for/bundling multiple projects, submit a 5 section narrative for each project.

Introduction

The objective of this project is the purchase and renovation of a duplex in Lexington to provide dedicated housing for Housing Choice Voucher holders. This project is part of a comprehensive plan (1) to strengthen current services provided by Natalie's Sisters, Inc., a non-profit organization in Lexington KY, (2) to provide for synergy in ongoing partnerships with the LFUCG Office for Homelessness Prevention and Intervention and the Lexington Housing Authority (LHA), and (3) to complement state-led housing initiatives focusing on sex-trafficked individuals.

Section 1: Project Provides Services to Low Income, Underserved, or Marginalized Lexington-Fayette County Residents

The mission of Natalie's Sisters is to extend hope, support and God's unconditional love to sex-trafficked and sexually exploited women through a first-touch approach providing respite, relationship and referrals to community resources. Our vision is to see sex-trafficked and sexually exploited women restored to their families, their community, and to God as they realize their true identity and full potential.

Natalie's Sisters is the sole first-touch organization in Fayette County doing outreach specifically to women currently sexually exploited/trafficked, or who have been sexually exploited/trafficked in the past. Natalie's Sisters takes a holistic approach to serving this target population. We provide basic daily needs such as meals and clothing, while serving as a primary referral hub to connect women with critical community resources.

One hundred percent of the women served by Natalie's Sisters are low income, underserved and marginalized residents of Fayette County. These are women who have been sex-trafficked or sexually exploited through sex work on the streets, in clubs, or as escorts. Most are functionally homeless and an estimated 90% experience substance use disorder, significant mental health challenges, prior incarceration, health issues, and alienation from their families and community. Ages range from under 21 to over 55 with over 80% between the ages of 21-54; at least 30% are women of color. One hundred percent of these women face major physical and mental challenges that

make the road to recovery and reconnection with family and community seem impossible. Every woman in this population has experienced violence and has been sex-trafficked or sexually exploited.

Sexual exploitation and sex-trafficking are multifactorial in their origins and persistence. Disruption of one risk factor rarely allows more than a temporary exit from the cycle of exploitation and the risk of being trafficked. Challenges include chronic and acute homelessness, poverty, substance abuse/addiction, mental health challenges, domestic violence, support system dysfunction, health issues, unemployment or under employment, habitual incarceration, shame, and fear of continued victimization by systems and organizations. In the geographic areas of Lexington where Natalie's Sisters serves, there is evidence that sexual exploitation and sex-trafficking is becoming generational. Mothers, daughters, sisters and even grandmothers within the same families are seeking help at the Natalie's Sisters Drop-in Center. ***Lack of stable and safe housing is repeatedly noted by sex-trafficked and sexually exploited women and those who seek to help them as the biggest barrier to exiting current victimization and the biggest risk of continued/future victimization.***

Although community services are available to address the individual barriers identified above, the women in the target population have difficulty accessing, trusting, or applying for them. Therefore, any plan to address the needs of this population must be comprehensive and long term.

Project Objectives

The specific objectives of this project are to identify, purchase, and make ready two housing units for women who qualify for the Housing Choice Vouchers dedicated to

Natalie's Sisters' clients via the LHA CoC Supportive Housing Grant (project start date August 1, 2022). In the current housing environment, we believe it is critical to the success of the LHA Supportive Housing Grant that Natalie's Sisters have not only dedicated vouchers but also dedicated sources for safe and stable housing for voucher holders.

We have two complementary projects that will support this goal.

1. The Compassionate Housing Collaboration (see attached fact sheet) will seek out landlords who are willing to accept vouchers and *dedicate* housing units to our target population. (Not part of this grant application)
2. Natalie's Sisters will lead by example and pilot the initial foray into dedicated housing by purchasing and making available two housing units for its target population who qualify for vouchers. (The focus of this grant application)

Background

In 2000, Founder and Executive Director, Jani Lewis (a survivor of sexual exploitation) began ministering to women in local adult entertainment clubs as an outreach of Southland Christian Church. Twelve years later the ministry expanded to serve women involved in street level prostitution and other victims of sex trafficking. In 2016, the ministry was launched as an independent non-profit organization and opened the Drop-in Center on North Limestone.

Services offered by Natalie's Sisters

The Director of Client Services and the Client Services Coordinator make critical referrals to community resources and provide selected direct services that are key to transformation for the women served. These include:

| Referrals | Direct Services |
|---|---|
| Housing and shelters | Mail service |
| Community meals and food pantries | Bus passes |
| Medical and dental clinics Paramedicine services | Identification assistance (SSC, birth certificate, etc.) |
| Rehabilitation, detoxification, IOP, MAT | Homeless ID letter |
| Needle exchange | |
| Clothing | |
| Domestic violence | |
| Case management | |
| Furniture | |
| HIV, HepC testing | |
| Insurance | |
| Employment | |
| Legal assistance | |
| Rent/utility assistance | |

In addition to the services provided by social workers, trained volunteers provide the following team-based services:

| | |
|-------------------|--|
| Club Ministry | Team members visit local adult entertainment clubs weekly, providing home-cooked meals, resources, hope and encouragement. |
| Street Drop-off | Team members deliver weekly snack bags and toiletries in targeted geographic areas as an introduction to the ministry. |
| Drop-in Center | A safe retreat offers meals, toiletries, snacks, community resource referrals and an opportunity to model healthy relationships. Shoes, clothing, Narcan |
| Jail and Hospital | Team members visit the jail and local hospitals as needed. This can be a critical time to connect as women are out of their normal environment and often looking for help. |
| Cooking Team | Individuals, families, life groups, clubs and organizations get together to prepare and drop off hot meals or sack lunches for use in various ministry areas. |

As a result of the work of the Natalie's Sisters teams the following services have been provided and are projected:

| Service Statistics | 2021 | 2022 (Jan-May) | 2022 Projected |
|---|-----------|-------------------|-------------------|
| Women served (unique individuals) | 398 | 325 | 425 |
| New women served (never seen before) | 113 | 97 | 233 |
| Total contacts | 3893 | 2,777 | 6,665 |
| Average contacts per woman | 9.8 | 8.5 | 10.6 |
| Monetary value of resources distributed | \$117,000 | \$65,785 | \$157,884 |
| Meals | 8843 | 3,932 | 9437 |
| Snack bags | 4500 | 2,068 | 4963 |
| Clothing packets | 1464 | 845 | 2028 |
| Cold weather gear | 2566 | 1,324 | 3178 |
| Pairs of shoes | 660 | 169 | 405 |
| Toiletry kits | 1490 | 668 | 1603 |
| Community resource referrals | 1500 | 743 | 1783 |

Section One Declarations

1. The property targeted for purchase in the project proposal is located in Fayette County. Natalie's Sisters serves sexually exploited and sex-trafficked women in Fayette County.
2. Natalie's Sisters has a Gold Seal of Transparency Status with GuideStar.
3. Natalie's Sisters is in good standing with the Kentucky Secretary of State.
4. Natalie's Sisters is a faith-based organization and does not proselytize or require attendance at any religious activity in order to receive its services. Funds for this project will not be used to teach, advance, advocate or promote religion.
5. Natalie's Sisters agrees to comply with all local, state and federal laws.

Section 2: Demonstrated Need for Project

Recent headlines and TV news stories have highlighted the worsening affordable housing crisis in Lexington. The demand for housing significantly exceeds the supply and has resulted in waiting lists for Housing Choice Vouchers and for landlords accepting vouchers. Lexington is losing affordable housing units,¹ fewer landlords are willing to participate in the voucher program,² and those units that are available may not be safe or stable for our population.³ In this environment, the population served by Natalie's Sisters cannot compete with potential tenants perceived as more "desirable" by profit motivated landlords. Yet we have observed that women in our population tend to do well if they have access to safe, stable housing in neighborhoods away from their former lifestyle. Of the nine Natalie's Sisters clients granted housing vouchers in 2021, one woman never found housing (voucher expired), two were housed but lost their housing, and *six are still housed and doing well*. This represents a 66% success rate which is highly significant in this population. Therefore, we believe it is imperative to seek out innovative ways to provide housing for the women in this population. The LHA CoC Supportive Housing Grant will provide for eight new dedicated vouchers along with funds for wrap around services provided by Natalie's Sisters as a subrecipient of the grant. As part of that grant, we are tasked with assisting voucher holders in finding

¹ Lexington is losing around 400 affordable housing units every year. (Lex18 4/19/22)

² HUD saw 13% decline in landlord participation in the Voucher program. (Lex18 5/24/22)

³ Lexington landlord charged by LFUCG Human Rights Commission for sexually harassing tenants. (Lexington Herald Leader 2/23/22)

housing. However, due to the environmental pressures discussed above, it will be just as challenging for us to find suitable housing as it is for the women we serve.^{4,5,6} The funds provided by this grant will allow Natalie's Sisters to provide two dedicated housing units supporting the eight LHA CoC Supportive Housing Grant voucher holders.

The status of the current housing environment in Lexington described above along with the increased number of women asking for help supports the critical need for this project. In the first five months of 2022 we have seen 97 new women seeking services through Natalie's Sisters; 35 of those were in May alone. We believe part of the reason for this significant increase is the opioid crisis which Covid magnified and the subsequent increased number of women coming out of sober living houses in Lexington. We estimate that 75% percent of our new clients are part of this population. Currently we estimate approximately 30 women would be ready and would qualify for the eight new dedicated LHA Housing Choice vouchers. However, since the affordable housing inventory has collapsed and is getting worse, we anticipate significant challenges in finding voucher housing for even eight women.

However, behind the discouraging statistics, there are individual stories. Success stories. Mary (not her real name) is one of them and was one of the nine voucher holders in 2021. Mary is a single mom Natalie's Sisters has been working with for about five years. When we first met her, she was wary of everyone at the Drop-in Center. She now recalls, "I thought, how can you people really care about me? But over

⁴ Average rent for one bedroom apartment rises 34.7% in last year to \$1,193 a month. (Lex18 4/19/22)

⁵ Lexington rent increases top among Nation's 100 largest cities. (WKYT 6/3/22)

⁶ Over 800 people on waitlist for Lexington Housing Authority's Housing Choice Voucher Program. (WKYT 6/6/22)

time I realized y'all do care!" Mary worked with our Director of Client Services to complete a housing voucher application. Upon approval she moved into her first apartment after being on the street for five years, dealing with substance use disorder and the loss of custody of her children. "Getting housing was exactly what I needed to do better in the rest of my life!" Today "Mary" enjoys a restored relationship with all her kids, is working on getting full-time employment, and is clean and sober. Our next step will be to help her develop long-term goals – possibly job training or school.

While it is easy to get lost in the tsunami of need, Natalie's Sisters serves and values each "one." We believe each woman helped onto a path of recovery will become a positive ripple effect in her family and in her community. A small duplex (two units) is a manageable start to this process, and we believe it will encourage other potential landlords to participate in the Compassionate Housing Collaboration (see attached). Natalie's Sisters will be able to point to this project as a new paradigm in provision of housing to vulnerable populations while still working within the federal and LFUCG housing framework and guidelines. Additionally, Natalie's Sisters has not been able to access capital grants in the past because we do not own any property. This project will allow us to access grant funding in the future that will support, maintain, and manage the property to the benefit of our target population.

The current property identified as meeting the needs of this project (see sales contract attached) will require updates and safety remediations in order to comply with HUD section 8 housing inspection requirements. We are including in this grant request funding to provide these updates. At the time of the grant application, we had not yet had an opportunity to arrange a comprehensive inspection in order to prepare the

specific list of needed remediations and updates. The inspection will occur shortly after submission of this application. The budget section of the application contains an estimate of needed updates based on the inspection of staff and a review of the HUD Section 8 housing manual and inspection checklist.

Section 3: Applicant Capacity for Project and Meeting ARPA Requirements

Natalie's Sisters maintains staffing consistent with meeting the mission of the organization. Currently this represents an Executive Director who has over 22 years' experience in serving this population and who is considered a resource to other organizations desiring to provide similar services across the US, as well as local and federal anti-trafficking groups. Two social workers provide intake assessments, resource referrals and follow-up. An Office Manager provides administrative support. The Director of Grant Services manages all grants and serves as compliance officer for any restricted or government funded grants (additional information provided below).

Additionally, Natalie's Sisters has recruited and secured a highly dedicated board of directors. Each director provides advice and guidance from their area of expertise that includes law, banking, construction, finance, entrepreneurship, substance use recovery, property management, human resources, and real estate. Resumes for each staff member and board member are attached.

Natalie's Sisters has a positive grant history with LFUCG and local foundations.

These grants include:

1. Lexington Housing Authority CoC Supportive Housing Grant: 2022, \$104,621
2. Lexington Leadership Foundation Grant: 2022, \$10,000
3. LFUCG Extended Social Services (ESR) Grant: 2019, \$25,000; 2020, \$37,900.
4. Kentucky Colonels Grants; 2020, \$2,498; 2021, \$2,498; 2022, \$9,157

5. Erie Insurance: 2021, \$1000
6. Her Knight: 2020, \$2,000
7. Lexington Junior League: 2019, \$3,200
8. Bennett Family Foundation: 2019, \$3,000

To date, Natalie's Sisters has not owned any property and therefore has not qualified for any capital grants. Members of the Board of Directors (BOD) for Natalie's Sisters have significant experience with various capital projects and are actively advising the staff on this capital project.

Natalie's Sisters currently holds (as of May 2022) \$536,607 in liquid assets and is securely positioned for the outlay required by this reimbursement grant. Additionally, NS is well positioned to pay for any contingencies/cost overruns exceeding the requested funding.

Natalie's Sisters is well positioned to manage this grant, if awarded. Debra Nickell has managed the grant portfolio for Natalie's Sisters for the last two years as a BOD member. She recently resigned from the BOD and accepted the position of Director of Grant Services to manage the LFUCG/LHA CoC Supportive Housing Grant. If Natalie's Sisters is awarded funding for this grant she also will serve as the compliance officer for both grants. Dr. Nickell has extensive grant management experience in the academic arena, serving as Project Director for federal HRSA grants exceeding 1.7 million dollars and for private foundations in excess of \$400,000. She served as a member of the architectural planning committee for a 22.5 million-dollar capital project for a new health science building in Arvada, Colorado and served on the design and implementation team for the UK Medical Center's Critical Care

Tower. She also served as a Planning Commissioner for the City of Lafayette, Colorado.

The Executive Director and the Director of Grant Services (compliance officer) have reviewed pages 31-35 of this RFP regarding certification of compliance for American Rescue Plan Act expenditures and agree to comply with all requirements and to put into place any internal processes needed to ensure compliance during the implementation of this project.

Section 4: Operational Feasibility

Natalie’s Sisters developed a “wish list” for a property that could qualify (or could be renovated to qualify) for dedicated housing for our clients who obtain a LHA CoC Supportive Housing Grant vouchers. An MLS search with the desired parameters showed a very limited inventory in Fayette County (2-3 properties) most of which had executed contracts within days of being listed. A suitable property was identified and inspected by the team. An offer was made (contingent on award funding from this grant) and an executed sales contract for 180 A/B Tartan Drive, 40517 was obtained on June 10, 2022. The following timeline was developed for the completion of the project pending a positive award notice.

| | Activity | Proposed Deadlines |
|----------------------|---|--|
| Property Search | ID appropriate property | Completed |
| | Extend offer | Completed |
| | Execute contract | Completed |
| Property Assessment | Detailed inspection of unit A and unit B | July 5, 2022 |
| | Develop comprehensive renovation plan | July 15, 2022 |
| Obtain bids | Obtain renovation bids | July 30, 2022 |
| Award Notice | | August 15, 2022 |
| Property Closing | Closing | On or before September 15 (per contract) |
| | Property set up: utilities, insurance, management company | Prior to closing |
| Tenant rehousing | Unit One | 60 days post-closing |
| | Unit Two | 180 days post-closing |
| Property Renovation | Unit One | 180 days post-closing |
| | Unit Two | 270 days post-closing |
| Inspection/occupancy | Unit One | Prior to Mar 1, 2023 |
| | Unit Two | Prior to Jun 1, 2023 |

The property is currently tenant occupied on a month-to-month basis. The renovations anticipated will not allow for tenant occupancy during the renovation. We do not, however believe it is ethical to create two homeless individuals in order to provide for two others. Therefore, we will offer assistance in locating new housing for the tenants and will stagger the renovation timelines for each unit (allowing up to six months for relocation of the longest tenured tenant). Doing the renovations sequentially as opposed to concurrently will likely be more expensive but also may allow for a learning curve resulting in more efficiency.

Due to multiple extenuating circumstances (tenant occupancy, covid exposures, vacations) a comprehensive inspection could not be obtained prior to submission of this application. Therefore, the renovation estimates provided in the budget section of this proposal are based on property research, team inspection of the property at the time of the offer, generally accepted benchmarks and "retail" pricing (Lowe's/Home Depot). The working assumption after the team inspection is that most items in the property would need updating if not full replacement. Additionally, both units will be converted to one bedroom in order to meet the qualification requirements for the dedicated LHA CoC Supportive Housing voucher holders. A comprehensive inspection is being ordered for shortly after this grant submission from which a more detailed and accurate renovation plan will be developed and from which vendor bids will be requested.

The Director of Grant Services will be responsible for the management of this project and will have access to additional support from the BOD. Natalie's Sisters has an extremely robust and responsive contributor base and will leverage the Compassionate Housing Collaboration to identify additional support for this project, if

needed. Natalie's Sisters has a strong track record with its grantors and, with the purchase of this property, will be able to access capital grants requiring ownership of property.

Despite a volatile real estate market and currently unpredictable construction and energy costs, this project should have no difficulty in meeting the April 30, 2024 deadline. By that date, even if there is a delayed start, the major expenditures for the property will have been completed.

Section 5: Cost Analysis

Natalie's Sisters successfully obtained an executed sales contract for 180 A/B Tartan Drive, Lexington Kentucky, 40517 (see attached) for \$250,000. Closing costs are estimated not to exceed 2% of the sales price (\$5,000). Title insurance is estimated not to exceed \$1,000. The total cost for the purchase of the property is not expected to exceed \$256,000. Comparatives ("comps") were researched and, given the current real estate market and low inventory of suitable properties, the purchase price is deemed reasonable. The calculated price per square foot for this property is \$149.

As discussed in the previous section, a detailed renovation plan is awaiting a comprehensive inspection. The estimates for this application are based on property research, team inspection of the property at the time of the offer, generally accepted benchmarks and "retail" pricing. The estimate for total renovation costs for both units is \$80,655 and represents \$48 per sq. ft. At the time of award notice, a detailed renovation plan with vendor bids will be available.

The total cost of the project, including purchase of the property and renovation of both units is estimated at \$336,655; \$256,000 for property purchase and \$80,655 for renovation. Please see line-item budgets attached.

Summary

This project will serve some of the most marginalized and at-risk residents of Fayette County through an innovative approach to the provision of housing to sexually exploited and sex-trafficked women. It is part of a comprehensive plan to optimize services provided by Natalie's Sisters, the LFUCG Office for Homelessness Prevention and Intervention, and the Lexington Housing Authority. It will also complement ongoing housing initiatives led by the Attorney General's Office of Trafficking and Abuse Prevention and Prosecution.

PROJECT COST ESTIMATES

Purchase

| | | |
|--------------------|-----------|-------------------|
| Purchase price | \$ | 250,000.00 |
| Closing costs (2%) | \$ | 5,000.00 |
| Title insurance | \$ | 1,000.00 |
| Subtotal | \$ | 256,000.00 |

Renovation Totals for both units

| | | |
|-----------------------------|-----------|------------------|
| Roof | \$ | 0 |
| Electrical | \$ | 3,000.00 |
| Plumbing | \$ | 2,000.00 |
| Bathrooms | \$ | 12,000.00 |
| Kitchens | \$ | 2,000.00 |
| HVAC | \$ | 14,000.00 |
| Water heaters | \$ | 2,000.00 |
| Flooring | \$ | 9,340.00 |
| Windows and doors | \$ | 4,900.00 |
| Wall removal/drywall | \$ | 15,000.00 |
| Paint | \$ | 3,815.00 |
| Porches | \$ | 2,600.00 |
| General contractor, permits | \$ | 10,000.00 |
| Subtotal | \$ | 80,655.00 |

TOTAL

| | | |
|--|----|------------|
| | \$ | 336,655.00 |
|--|----|------------|

| Rationale for Renovation Estimates (both units) | | | | |
|---|------------------------------|--------------------------|-----------|--|
| | | Basis for Cost | Est. Cost | Comments |
| Exterior | | | | |
| Drainage | | | | check back doors and foundation |
| Landscape | | | | needs work |
| Driveway | | | | needs resurfacing (asphalt) |
| Sidewalks | | | | check street sidewalks for code infraction |
| Porches | | Estimate Alalya Concrete | 2,600.00 | concrete needs reworked and handrails |
| EXT Doors (4) | | Lowes \$575 per combo | 2,300.00 | replace door and storm door |
| Windows | | Lowes 10 @ 220 ea | 2,200.00 | replace |
| Screens | | | | included with windows |
| Ext lights | | | | |
| Ext outlets | | | | |
| Ext water | | | | |
| Exterior walls | | | | |
| Foundation | | | | crawl space |
| Roof | | | | newer |
| vents | | | | |
| gutters and DS | | | | |
| Electrical | | | | |
| Service | | Electrician estimate | 500.00 | general assessment |
| Smoke/CO | | Electrician estimate | 300.00 | |
| HVAC | | | | |
| Heat/AC | gas | AirTech estimate | 14,000.00 | expect to replace in both units |
| Plumbing | | | | |
| Piping | type | | | |
| Water heater | make, model, age, vent, size | Lowes 40 gallon | 2,000.00 | replace |
| Waste piping | type | Local online estimates | 500.00 | drain/sewer scope service |

| | | | | |
|------------------------------|---------------------|---------------------------|-----------|--|
| Gas venting | | Air Tech estimate | 1,500.00 | assess and repair any leaks |
| INTERIOR | | | | |
| Elec outlets | GFCIs | \$50 per outlet | 2,200.00 | repair/replace 4 GFCI and up to 40 singles |
| Light fixtures | | | | |
| Interior walls | removal and repair | Contractor estimate | 15,000.00 | convert to one bedroom; demo and drywall |
| Interior doors | | | | |
| Kitchen | cabinets | | 500.00 | clean, repair, new hardware |
| | fixtures and drains | Lowes | 500.00 | |
| | appliances | Lowes stove and frig | 1,000.00 | stove and refrigerator in unit one are new |
| Bathroom | fixtures and drains | Lowes fixtures/ con est | 12,000.00 | fully renovate both bathrooms |
| Flooring | plank vinyl | Lowes 3.50 sq ft | 3,500.00 | |
| | installation | Contractor estimate | 2,840.00 | |
| | refinish hardwood | Online estimate \$5/sq ft | 3,000.00 | |
| Paint | labor | Con est 3,500 | 3,500.00 | |
| | supplies | Lowes paint | 315.00 | |
| OTHER | | | | |
| Fencing | | | | |
| Lock and key service (doors) | | Local service estimate | 400.00 | |
| Pest/termite | | | | |
| Tree Service | | | | |
| Gen contractor and permits | | | 10,000.00 | Bathrooms and interior wall renovations |
| | | Total | 80,655.00 | |

Natalie's Sisters, Inc.

Budget Overview: FY_2022 - FY22 P&L

January - December 2022

| | TOTAL |
|---|---------------------|
| Revenue | |
| 100 General Grants | 25,000.00 |
| 101 Foundations | 2,000.00 |
| 102 Religious Institutions | 55,000.00 |
| 103 Individual Contributions | 90,000.00 |
| 104 Fundraising | |
| 104A 104A Actual Events | 17,000.00 |
| 104B 104B Blue Grass Community Foundation | 7,391.08 |
| 104C 104C Christmas Sponsor | 2,500.00 |
| 104D 104D Retail | 1,200.00 |
| 104E 104E Monthly/ENews/Soc Med/Promotions-Bday | 12,000.00 |
| Total 104 Fundraising | 40,091.08 |
| 105 Corporations/Businesses | 7,500.00 |
| 106 In-Kind Donations Received | 119,039.00 |
| Interest Income | 9,600.00 |
| Total Revenue | \$348,230.08 |
| GROSS PROFIT | \$348,230.08 |
| Expenditures | |
| 10 Travel | |
| 10A Mileage | 200.00 |
| 10B Sister Transportation | 1,000.00 |
| Total 10 Travel | 1,200.00 |
| 13 Staff & Board Development | 750.00 |
| 18 Food-Toiletries-Kitchen Supplie | |
| 18A Club Ministry | 1,000.00 |
| 18B Center Ministry | 8,300.00 |
| 18C Drop Off Ministry | 1,500.00 |
| Total 18 Food-Toiletries-Kitchen Supplie | 10,800.00 |
| 19 Special Events - Gifts | |
| 19B 19B Club Ministry - Christmas | 1,000.00 |
| 19C 19C Street Ministry - Christmas | 4,500.00 |
| 19D 19D BOD - Staff - Volunteer Gifts | 800.00 |
| 19E 19E Club Ministry - Other | 300.00 |
| 19F 19F Street Ministry - Other | 200.00 |
| 19G 19G Street Ministry - Thanksgiving | 1,200.00 |
| 19H 19H Club Ministry - Thanksgiving | 500.00 |
| 19I 19I Club Special Projects | 1,000.00 |
| 19J 19J Sister's Day | 100.00 |
| 19K 19K Club Gas Cards | 250.00 |
| Total 19 Special Events - Gifts | 9,850.00 |
| 2 Salary, Benefits, and PR Taxes | |
| 1 Staff Salary | 141,000.00 |
| 2A FICA | 10,800.00 |

Natalie's Sisters, Inc.

Budget Overview: FY_2022 - FY22 P&L

January - December 2022

| | TOTAL |
|---|-------------------|
| 2G Staff Health Insurance | 2,910.00 |
| 2H Bonuses | 3,000.00 |
| 2I Payroll Cost | 1,140.00 |
| 2J Contract Labor | 100.00 |
| Total 2 Salary, Benefits, and PR Taxes | 158,950.00 |
| 20 Publications/Bibles/Bible Studi | 300.00 |
| 21 Identification Expenses/Background Checks | 200.00 |
| 31 Clothing/Toiletries at Drop-In | 300.00 |
| 32 Tax Prep and CPA Services | 1,500.00 |
| 32A Audit | 6,000.00 |
| Total 32 Tax Prep and CPA Services | 7,500.00 |
| 35 Benevolence | 500.00 |
| 40 Office Expenses | |
| 11 Equip./Equip. Maintenance | 2,000.00 |
| 12 Office Supplies | 1,200.00 |
| 14 Printing & Copying | 1,500.00 |
| 16 Postage | 1,500.00 |
| 36 Center Cleaning and Maintenance | 1,000.00 |
| 38 Membership/Subscription/License | 1,700.00 |
| 42 Bloomerang Donor Database | 1,600.00 |
| 43 Charity Tracker Client Database | 648.00 |
| 6 Center Furnishings / Furniture | 1,000.00 |
| Total 40 Office Expenses | 12,148.00 |
| 50 Occupancy Costs | |
| 15 IT/Phone/Internet/Security | 2,350.00 |
| 17 Pest Control | 300.00 |
| 22 Utilities | 2,500.00 |
| 33 Rent | 12,600.00 |
| 39 Snow Removal | 300.00 |
| 4 Repairs (plumbing-electric) | 250.00 |
| 44 Landscaping | 400.00 |
| Total 50 Occupancy Costs | 18,700.00 |
| 60 Insurance Expense | |
| 23 Board Insurance | 1,500.00 |
| 2F Workers Comp. Ins. | 2,000.00 |
| 41 Contents Ins | 450.00 |
| 5 Prof. & General Lia. Ins | 3,900.00 |
| Total 60 Insurance Expense | 7,850.00 |
| 80 Development | |
| 27 Non-Event | 1,500.00 |
| 34 Events | 8,000.00 |
| 37 T-Shirts | 2,700.00 |
| Total 80 Development | 12,200.00 |

Natalie's Sisters, Inc.

Budget Overview: FY_2022 - FY22 P&L

January - December 2022

| | TOTAL |
|---|----------------------|
| 90 In-Kind Gifts Distributed | |
| 90A Food | 78,924.00 |
| 90B Christmas | 3,800.00 |
| 90C Personal | 35,685.00 |
| 90D Bus Passes | 500.00 |
| 90E Bibles/Books | 130.00 |
| Total 90 In-Kind Gifts Distributed | 119,039.00 |
| Total Expenditures | \$360,287.00 |
| NET OPERATING REVENUE | \$ -12,056.92 |
| NET REVENUE | \$ -12,056.92 |

Property Address 180 Tartan Drive Lexington, KY Zip Code 40517 Contract # 41048-180



OFFER TO PURCHASE CONTRACT

(This form prepared by the Lexington-Bluegrass Association of REALTORS for exclusive use of members)



Date 06/09/2022

1. BUYER offers and agrees to pay the sum of \$ 250,000 through Keller Williams Greater Lex. and Kentucky Real Estate Group for the following property located in Fayette County County, Kentucky, and more particularly described as follows: 180 Tartan Dr. Unit A and B

with all improvements thereon, plus all articles so attached or built in which, if removed, would leave the premises in a damaged, incomplete, or unfinished condition, plus the following items that will convey with the property:

All appliances to convey excluding washer and dryers, all window blinds to convey with property

2. **EARNEST MONEY:** As evidence of BUYER'S good faith to bind this contract, earnest money in the sum of \$ 5000 check cash is hereby deposited in escrow with Kentucky Real Estate Group to be credited to BUYER at closing. Said earnest money shall only be removed from said escrow account pursuant to KRS 324.111.

3. **BALANCE OF PURCHASE PRICE:** To be paid as follows:

(a) **CASH:** The balance of the purchase price in the amount of \$ 245,000 shall be paid on delivery of deed.

(b) **NEW FINANCING:** Balance of down payment (\$) on delivery of deed, and mortgage portion of the purchase price as follows:

BUYER to obtain a loan in the amount of \$ at an interest rate not to exceed %.
(Conv, FHA, VA)

This loan (with a maximum adjustment for first adjustment period %, maximum adjustment for life of the loan %) to be amortized for a period of years, with monthly payments of approximately \$ for principal and interest and a total approximate payment of \$ which would include taxes, insurance, but does not include mandatory association fees of \$ per ; (BUYER/SELLER) agrees to pay necessary discount fee not to exceed % of new loan amount.

BUYER agrees to apply for and lock in the above-mentioned loan within five (5) calendar days from the date of acceptance of this CONTRACT and shall proceed with due diligence to obtain financing. Should BUYER be unable to obtain financing, this CONTRACT shall be null and void, and the earnest money shall be refunded to Buyer. BUYER agrees to pay own closing costs and prepaid items at time of closing.

FHA/VA SALE ONLY: It is expressly agreed that notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits otherwise unless the purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the appraised value of the property of not less than \$ (should be at least the sales price). The Purchaser shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the U.S. Department of Housing and Urban Development (HUD) will insure. HUD does not warrant the value nor the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

REAL ESTATE CERTIFICATION

We, the borrower, seller, and the selling real estate agent or broker involved in the sales transaction certify by our signatures below that the terms and conditions of the sales contract are true to the best of our knowledge and belief, and that any other agreement entered into by any of these parties in connection with this real estate transaction is part of, or attached to, the sales agreement.

We fully understand that it is a Federal crime, punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, U.S.C., Section 1014.

The undersigned hereby certify that they have read the above regarding FHA/VA transactions.

Signature lines for Buyer Agent and Listing Agent with Date fields.

Signature lines for BUYER'S Initials and SELLER'S Initials with Date/Time fields.

Property Address 180 Tartan Drive Lexington, KY **Zip Code** 40517 **Contract #** 41048-180
 (c) **LOAN ASSUMPTION:** (See addendum Form #42)

4. **PRORATION:** All rents, taxes, interest, association fees, and assessments shall be adjusted and prorated to date of transfer of deed.
5. **RENT DEPOSITS:** Rental security deposits and advance rents shall be transferred by SELLER to the BUYER at closing.
6. **RISK OF LOSS:** All risk of loss or damage to the premises by fire or other casualty or cause shall remain with SELLER until date of closing. If, prior to closing, the premises shall be so damaged and the cost of repair is less than ten (10) % of the purchase price herein, SELLER shall, at his/her cost, promptly repair said damage in a good and workmanlike manner. If the costs of said repairs exceed ten (10) % of the purchase price herein, BUYER shall have the option to declare this contract null and void, and receive a refund of the earnest money deposit, or BUYER may complete settlement, accepting the premises as damaged together with the proceeds of any insurance payable as a result of such damage. SELLER shall maintain adequate insurance in effect until closing for the benefit of both parties.
7. **INSPECTIONS:** The parties hereto acknowledge that the Realtors do not recommend inspection companies or other vendors. All inspections are to be ordered by the BUYER, (unless otherwise provided herein) paid for by the BUYER and shall be ordered from companies that are recognized in their respective industries as being qualified to make the required inspection, and licensed, where possible. The parties hereto release the above Realtors and real estate companies from, and waive, any and all claims arising out of or connected with any services or products provided by any vendor.
- (a) Until closing, SELLER agrees to maintain property, its systems, appliances and equipment in normal operating condition, and to keep the roof water-tight and to maintain the grounds unless agreed otherwise in writing.
 - (b) BUYERS and/or their representatives shall have reasonable access and right of entry to the premises for the purpose of conducting the below inspections. It is understood and agreed that at closing, the BUYER accepts the property as satisfactory, unless otherwise agreed in writing and that the SELLER and REALTOR(s) shall have no further responsibility with reference thereto to BUYER. Any representations shall terminate at the time of closing and neither SELLER nor SELLER's REALTOR makes any representations as to operation and condition of the property and its improvements.
 - (c) **WOOD DESTROYING INSECT INFESTATION INSPECTION:** Prior to closing, BUYER may obtain and pay for (except in VA sale, where payment is to be made by SELLER as required by law, VA Form 26-8850/HUD 92053), a wood destroying insect infestation inspection certificate for all of the property and its improvements signed by a technician (certified by the Kentucky division of Pesticides and employed by a duly insured and Kentucky Licensed structural pest control person). Said certificate shall clearly indicate that all improvements located on the property were inspected. SELLER shall remove all personal belongings and/or debris that might obstruct a thorough inspection of the property and its improvements both on the inside and outside of the improvements.

In the event of visible evidence of active wood destroying insects is observed, SELLER shall, at SELLER's expense, have the property properly treated by a qualified technician prior to closing, and present proof of said treatment to the BUYER at closing. In the event visible damage from active or prior infestation is noted, repairs shall be made by the SELLER prior to closing if said repairs can be made for an amount not exceeding one percent (1%) of the sales price. However, if the cost of said repairs exceeds said amount, the payment for said repairs shall be negotiated in good faith between BUYER and SELLER within three (3) calendar days of receipt of said certificate. If the BUYER and SELLER cannot agree on payment for the repairs, this contract is voidable at the option of either party and earnest money refunded to BUYER.

(d) **OTHER INSPECTIONS (CHECK ONE OF THE 3 CONDITIONS)**

(1) The BUYER hereby agrees that he/she has inspected the property and hereby accepts the property and its improvements in its present **"AS-IS"** condition; with no warranties, expressed or implied, by SELLER and/or Realtors.

OR

(2) The BUYER hereby agrees that he/she has inspected the property and hereby accepts the property and its improvements in its present **"AS-IS"** condition; with no warranties, expressed or implied, by SELLER and/or Realtors. BUYER may have the property inspected and may declare the contract null and void, with earnest money returned to the BUYER, by notifying SELLER or SELLER's agent in writing within _____ days from contract acceptance. Failure to

2

BUYER'S Initials Date/Time
 BUYER'S Initials Date/Time
 SELLER'S Initials Date/Time
 SELLER'S Initials Date/Time

Property Address 180 Tartan Drive Lexington, KY **Zip Code** 40517 **Contract #** 41048-180

have inspection and notify SELLER or SELLER's agent in writing within said time shall constitute a waiver of this inspection clause and an acceptance of the property in its "as-is" condition. The time frame established in this paragraph is an absolute deadline.

*****OR*****

(3) The BUYER accepts the property and its improvements in their "**AS-IS**" condition as stated here-in, except for the following inspections (mark on line FOLLOWING item): complete property ; OR heating system ; air conditioning system ; plumbing ; electrical systems ; appliances ; roof ; structural ; fireplace/chimney ; septic system ; well/cistern ; radon ; asbestos ; swimming pool ; hot tub/spa ; lead paint ; concrete ; mold ; others _____ . Inspections are not to ascertain the cosmetic imperfections of the real property or personal property that the BUYER has already considered in determining the purchase price. The BUYER understands the SELLER is not required to bring property to the current building code. The BUYER understands that the SELLER is not required to perform the repairs listed in the inspector's report except as agreed in this subsection. **The BUYER understands and agrees that the inspector's report is not a repair list.**

The BUYER has carefully examined the premises and the improvements located thereon, and in making the decision to buy the property, the BUYER is relying wholly and completely upon BUYER's own judgment and the judgment of the BUYER'S inspectors. BUYER understands that SELLER shall not be required to repair any defect disclosed on the Seller's Disclosure of Property Condition.

These inspections shall be ordered by the BUYER and paid for by the BUYER. These inspections must be performed and BUYER must submit in writing to SELLER or SELLER's agent, within _____ days of contract acceptance, a list of any repairs, from inspections report(s), needed to bring the inspected item(s) to their standard operating condition. A request for a monetary allowance without a list of repairs will not constitute compliance with this request. Failure to submit a list of repairs to SELLER or SELLER's agent in writing within said time shall constitute a waiver of this inspection clause and an acceptance of the property in its "as-is" condition. The time frame established in this paragraph is an absolute deadline.

Repairs submitted in compliance with the paragraph above, shall be negotiated in good faith within four (4) days of Buyer submitting repairs to SELLER and/or SELLER's agent. If BUYER and SELLER cannot agree on repairs, this contract is voidable at the option of either party with earnest money refunded to BUYER. If upon failure to agree upon repairs, either party gives notice of intent to void the contract, then the other party shall, within three (3) days of receipt of notice have the right to: if SELLER, agrees to make the necessary repairs, **OR** if BUYER, accepts the property in its as-is condition.

(e) BUYERS shall have the right to reinspect the property within forty-eight (48) hours prior to closing for the sole and exclusive purpose of satisfying themselves that the property is in equal or better condition than it was as of the date of the offer to purchase.

8. DISCLOSURES:

A. SELLER DISCLOSURE OF PROPERTY CONDITION FORM: (CHECK ONE OF THE 2 CONDITIONS)

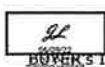



(1) SELLER warrants that there presently exist no known defects which would materially impair the fitness of the Property for its intended use, except as disclosed on said form. Said form, signed by BUYER and SELLER, is incorporated into this contract by reference.

*****OR*****

(2) The Property is new construction and the SELLER/BUILDER is providing a warranty at closing. Said warranty _____ (will/will not) be in writing. Type of builder warranty is _____.

B. LEAD-BASED PAINT HAZARDS: If the house upon subject property was built before 1978, a Disclosure of Information and Acknowledgment of Lead-Based Paint and/or Hazards Addendum, signed by the BUYER and SELLER, shall be incorporated into this contract by reference.

C. SCHOOLS: BUYER understands that current school placements are not guaranteed and may be changed at any time. The BUYER is advised to contact the appropriate board of education.

 _____ BUYER'S Initials _____ Date/Time  _____ BUYER'S Initials _____ Date/Time  _____ SELLER'S Initials _____ Date/Time  _____ SELLER'S Initials _____ Date/Time

Property Address 180 Tartan Drive **Lexington, KY** **Zip Code** 40517 **Contract #** 41048-180

D. **TOTAL LIVING AREA:** BUYER is advised that representations relating to total living area are approximate and are not warranted. The BUYER is advised to make an independent determination of total living area prior to entering into this CONTRACT.

E. **PROPERTY BOUNDARY:** BUYER is advised that representations relating to the property's boundary are believed to be accurate, but are not warranted. The BUYER is advised to have a pinned and staked survey prior to closing.

F. **AGENCY DISCLOSURE:** BUYER and SELLER acknowledge they have received and read a copy of the Consumer Guide to Agency Relationships and the Agency Consent Agreement, as required by 201 KAR 11:400.

G. **OWNER'S TITLE INSURANCE:** BUYER understands that all defects in title may not be discovered by a title examination. BUYER is advised to consult a Real Estate title insurance representative or an attorney regarding Owner's Title insurance.

H. **HOME WARRANTY:** If a home warranty is involved at the time of purchase, the BUYER acknowledges he/she has received and read the entire HOME WARRANTY PROGRAM AGREEMENT and understands the contents of the agreement.

9. **MEDIATION:** Any dispute or claim arising out of or relating to this contract, the breach of this contract, or the services provided in relation to this contract shall be submitted to mediation with a certified mediator. Disputes shall include (among other things) issues relating to representations made by the BUYER, SELLER, any broker, other person or entity in connection with the sale, purchase or financing. Any agreement signed by the parties pursuant to the mediation conference shall be binding.

The following matters are excluded from mediation hereunder: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) enforcement of a mechanic's lien; or (d) any matter which is within the jurisdiction of a probate court. The filing of a judicial action to enable the recording of a pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

The parties agree that this clause survives the closing.




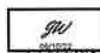
10. **CLOSING AND TITLE:** The closing shall occur on or before 09/15/2022. At closing an unencumbered marketable title to the property shall be conveyed to BUYER by deed of general warranty with the usual covenants such as any national title company shall insure, free and clear of all liens and encumbrances except (a) such liens and encumbrances as BUYER may specifically approve and (b) easements of record and all restrictions of record as to the use and improvements of the property. Should the title to the property appear defective, SELLER shall have 14 days after receipt of notice from BUYER of such defect or defects within which to correct same at the cost of the SELLER. Should SELLER be unable to correct the defect, this CONTRACT is voidable at option of BUYER and earnest money shall be refunded to BUYER. If the parties to this contract desire that any term of this agreement survive the closing and transfer of deed to BUYER, an agreement must be executed prior to closing acknowledging such an intent.

11. **POSSESSION:** Possession shall be delivered with deed.

12. **ADDENDA:** The following addenda are attached hereto and incorporated herein by reference:

13. **OTHER TERMS AND CONDITIONS** (Have BUYER and SELLER initial, date, and time after each entry. If signing electronically, BUYER and SELLER do not have to sign after each entry.):

This offer is contingent upon receipt of award letter from LFUCG, (RFP-24-2022, ARPA FUNDED NON Profit Capitol Grant Program)

 _____  _____ ⁴  _____  _____
BUYER'S Initials Date/Time BUYER'S Initials Date/Time SELLER'S Initials Date/Time SELLER'S Initials Date/Time

Property Address 180 Tartan Drive Lexington, KY Zip Code 40517 Contract # 41048-180

14. **HEIRS, SUCCESSORS, AND ASSIGNS:** The heirs of the SELLER and the successors and assigns of both the SELLER and BUYER are bound under the terms of this CONTRACT.

15. **ASSIGNMENT:** Buyers shall not assign rights or obligations under this Agreement in whole or in part, without the prior written approval of the Seller except to Buyer family members or business entities in which Buyer holds a principal interest.

Buyer may assign the contract to: _____

16. **CONTRACT INTERPRETATION:** This CONTRACT shall be interpreted according to the laws of the Commonwealth of Kentucky. Use of singular for BUYER and SELLER includes all buyers and sellers, if more than one.

17. **FAIR HOUSING:** The SELLER and BUYER acknowledge receipt of a copy of the brochure titled "What Kentucky's Fair Housing Law Means" provided by the listing/selling Realtors. This property was offered for sale without regard to race, color, sex, religion, national origin, handicap, familial status, or sexual orientation.

18. **ACKNOWLEDGEMENT:** The BUYER and SELLER acknowledge that a licensee in this transaction may receive a fee, salaries, compensation or other payments for services actually performed or rendered from any service provider.

19. **EXCHANGE:** BUYER and/or SELLER may elect to treat this transaction as an exchange under IRC Section 1031 at no cost or liability to the other party.

20. **DEFAULT:** In the event of default, the parties may pursue all available legal remedies. Should a default occur and legal action is instituted, the prevailing party shall be entitled to recover all costs, including a reasonable attorney's fee. In the event the BUYER defaults, this clause shall operate as an assignment to the broker(s), who would have received a commission, of the SELLER'S right to recover damages from the BUYER in an amount equal to such commission. Should legal action be instituted to collect under this assignment, the Broker(s) shall be entitled to receive all costs, including a reasonable attorney's fee. The parties further agree that such assignment shall survive both this CONTRACT and any release or waiver which is not signed by the Broker(s).

21. **TRID CLOSING DISCLOSURE:** All parties to this transaction, including buyers, sellers, real estate agents, lender and closing agents acknowledge that the TRID Closing Disclosure, the Buyers' Statement, the Sellers' Statement or any other summary form of the transaction does not contain non-public information and may be disclosed to any of the above referenced parties.

We have read this contract, fully understand the contents thereof, understand and agree that this is the entire agreement between the parties. WE UNDERSTAND THAT ONCE EXECUTED BY ALL PARTIES, THIS CONTRACT BECOMES LEGALLY BINDING. We further acknowledge that we are not relying on any verbal statements or representations, made by either the SELLER, BUYER or the REALTORS, either expressly or implicitly, warranting the property, its size, construction, condition or materials used, nor any of the fixtures, appliances, appurtenances, or amenities. If you do not understand any part of this document you should seek legal and/or accounting advice. We acknowledge receipt of this CONTRACT.

This offer to be accepted on or before 06/10/2022

Joy Buchanan REALTOR (Print/Type) Brokerage/Company Name Kentucky Real Estate Group Office # 558 Broker License # 51418 Agent Email joybuchanan@gmail.com
Jane Levin, Executive Director BUYER'S Signature Date and Time _____
Natalie's Sisters Inc. BUYER (Print/Type) Broker's Name Judy Rola BUYER (Print/Type)
LBAR Agent # 41048 KREC Agent License # 191756 Agent phone Number 859-321-4663

The above offer is hereby accepted this 10 day of June 20 22.

Cathie Witt-Pyle REALTOR (Print/Type) Office # 1232 Broker License # 184399 Agent Email cathiewitt@gmail.com
Jennifer Wilson SELLER'S Signature Date and Time _____
Jennifer Wilson SELLER (Print/Type) Broker's Name Donna Sullivan SELLER (Print/Type)
Jeremy Wilson SELLER'S Signature Date and Time _____
Jeremy Wilson SELLER (Print/Type) Broker License # 210206 Agent phone Number 859-248-2749

JL BUYER'S Initials Date/Time _____ JW BUYER'S Initials Date/Time _____ JW SELLER'S Initials Date/Time _____ JW SELLER'S Initials Date/Time _____

For our most vulnerable residents, how to find affordable housing is the wrong question

The **Compassionate Housing Collaboration (CHC)** is an independent group supporting the Housing First approach and the Lexington Office for Homelessness Prevention and Intervention. The CHC is a faith-based group of individuals and organizations who seek to provide or support housing options for homeless individuals served by local faith-based, non-profit organizations.

During this perfect storm of increasing homelessness and decreasing availability of stable and safe housing at any price, the CHC believes there is an approach whose time has come. We believe there are key individuals who will see the provision of rental housing to the underserved and vulnerable as a mission and a ministry, rather than a business opportunity. We believe there are individuals who will step up to provide housing *regardless of the worthiness of the tenant*.

When profit and risk management are the priorities, no landlord would rationally choose one of our clients over a long waiting list of employed, stable, sober, felony-free candidates.

However, when grace is the priority, the people we serve move to the top of the list.

Initially we will start with a pilot project by taking on the needs of one group of vulnerable and high-risk (sexually exploited/sex-trafficked) women served by Natalie's Sisters. The organization has been awarded a LFUCG grant to identify and provide services to eight women through a housing voucher program. Natalie's Sisters is looking for eight dedicated units to provide safe and stable housing in addition to the comprehensive services they currently offer.

Interested? Here's how you can get involved:

Do you own apartments or other types of housing and are willing to *discuss the possibility of one* of those units serving a ministry? (You would still receive rent.)

Can you reach out to those you know who own housing and tell them about the collaboration?

Do you have a skill or trade that could assist in the identification, selection, purchase, renovation, or management of such housing?

Are you a member of a local church?
Do you care about at-risk and vulnerable people?

Recently in the news...

Average rent for one bedroom apartment rises 34.7% in last year to \$1,193 a month. (Lex18 4/19/22)

Lexington is losing around 400 affordable housing units every year. (Lex18 4/19/22)

Lexington rent increases top among Nation's 100 largest cities. (WKYT 6/3/22)

Over 800 people on waitlist for Lexington Housing Authority's Housing Choice Voucher Program. (WKYT 6/6/22)

HUD saw 13% decline in landlord participation in the Voucher Program. (Lex18 5/24/22)

Lexington landlord charged by LFUCG Human Rights Commission for sexually harassing tenants. (Lexington Herald Leader 2/23/22)

Contact Deb Nickell
Director of Grant Services
Natalie's Sisters
Deb@nataliessisters.org
859.421.7268
www.nataliessisters.org

NATALIE'S
SISTERS

Devon Penn

(502) 316 – 3761

Devon.penn@uky.edu

EDUCATION:

University of Kentucky

Bachelor of Science in Social Work

Graduation May 26, 2022

- 121 social work credit hours completed
- Completed the course, Strategies and Innovations in using CANS-Trauma and FANS-Trauma in Practice from The National Child Traumatic Stress Network

EXPERIENCE:

Practicum Student

Natalie's Sisters, Lexington, Ky

January 2022 – April 2022

- Helped connect Ladies with resources
- Aided in the organization and handing out of food and supplies
- Performed intakes for new ladies

Resource Coordinator Intern

January 2020 – May 2020

Omni Visions Foster Care, Lexington, KY

- Create case plans as well as treatment and supervision plans for foster kids
- Participated in around 50 home visits
- Performed emergency placements

Teacher

June 2019 - August 2019

Grace Early Learning Center, Georgetown, KY

- Worked with 5 classes consisting of 12-20 kids ages 1-5
- Coordinated activities and provided basic care for the children
- Communicated with the children's parents about the wellbeing of the child

Front Office Assistant

August 2017 - May 2018

Royal Spring Middle School, Georgetown, KY

- Recorded informational data in the computer and cataloged paperwork
- Demonstrated flexibility when assisting with urgent matters around the school
- Answered the phone and greeted visitors

COMMUNITY INVOLVEMENT:

Volunteer, Not Alone Pregnancy Center, Georgetown, KY

August 2018 - December 2018

- Connected expecting moms to resources
- Organized baby clothes and helped expecting moms find supplies

Child Care Provider, Southland, Georgetown, KY

August 2015 - July 2018

- Led children's art activities based on bible stories
- Watched and cared for the children while church service was occurring

Jani Lewis
jani@nataliessisters.org
859-533-5946

Education

Lafayette High School, Lexington, KY
University of Kentucky, Lexington, KY (English/Communications)

Employment

Executive Director

Natalie's Sisters, 2016–present

Responsible for successful development and leadership of the ministry; organizational vision and strategic planning; implementation and evaluation of programs and services; monitoring of day-to-day delivery of programs and services to maintain or improve quality; development and implementation of Staff Evaluations and job descriptions; establishment of a positive, healthy and safe work environment; oversight of annual budget; establishment of working relationships with community groups, funders, politicians, and others to help achieve goals of the organization.

Administrative Assistant, Outreach Team

Southland Christian Church, 2000–2015

Responsible for refining and implementing local community outreach strategy; program development; special events coordination; writing/editing online and print publications; development of Bruised Reed and Natalie's Sisters ministries; recruitment, training and oversight of 200+ volunteers.

Executive Assistant to the President

Community Ventures Corporation, 1995-2000

Responsible for media relations; special events coordination; administration; correspondence; travel, writing/editing print publications; liaison to Board of Directors.

Assistant Account Executive/Public Relations Coordinator

Meridian Communications, 1983-1995

Responsible for media relations; special events coordination; liaison between clients and agency departments. Primary clients included Toyota Motor Manufacturing, National Association for Plastic Container Recovery, Radisson Plaza Hotel Lexington.

Volunteer:

Voices of Hope Community Council, 2019
The Refuge for Women, Board Member, 2009-2013
The Nile Ministries Advisory Council, 2003-2005
Short-term missions to Haiti, 1994-2000

MELINDA GUEST
845 HARLAN DRIVE, NICHOLASVILLE, KY 40356
859-229-9252

EXPERIENCE

2019-CURRENT

OFFICE MANAGER – NATALIE’S SISTERS

- Reconcile checking, savings, and other financial bank accounts with QuickBooks
- Pay bills including utilities, rent, insurance, etc.
- Donation Management
- Keep office supplies stocked at Drop-In Center/order as needed
- Pick up and drop off to PO box mail weekly
- Assist staff with administrative duties including filing, typing, scanning, copying, printing, organizing, etc.
- Maintain and update website
- Maintain Care Calendar
- Maintain staff sick/holiday/vacation hours
- Maintain general Center upkeep and cleaning
- Timely communication with people regarding donating items and volunteer opportunities

2019 – 2013

ACCOUNTS RECEIVABLE SPECIALIST - ABACUS MEDICAL BILLING

- Maintained account receivables for three practices
- Prepared and submitted billing data and medical claims to insurance companies
- Ensured the patient’s medical information is accurate and up to date
- Followed up on missed payments and resolved financial discrepancies
- Investigated and appealed denied claims
- Daily reconciliation of twelve clients

1988 – 2013

Office Manager – Commonwealth Gastroenterology/CSGA

- Develops and implements office policies and procedures
- Supervises, trains, and evaluates administrative staff
- Sets the staffing schedule and approves paid time off
- Hires and onboards new administrative staff
- Developed and implemented office policies and procedures
- Supervised office and medical staff
- Maintained medical and staff records
- Liaison with doctors and nurses to identify potential office dysfunctions
- Ensure compliance with current healthcare regulations

DEBRA F. NICKELL, PhD, MBA, PA-C
848 Overview Drive
Lexington, KY 40503
debrafnickell@gmail.com cell: 859.421.7268

Education and Development

- Faculty for undergraduate and graduate level courses
- Designed and implemented online/live clinician learning programs bridging the needs of credentialing, on-boarding, compliance, engagement, performance assessment, CME and the goals of the organization
- Designed and developed competency-based curriculum for physician assistants, medical students and residents emphasizing interprofessional collaborative practice
- Directed a grant-funded academic detailing program providing onsite delivery of evidence-based CME to Kentucky physicians

Service, Leadership and Collaboration

- Reputation for building strong, synergistic, interprofessional, mission driven teams
- Community volunteer in areas of substance abuse, incarceration, mental health, workforce
- Developed and implemented service learning events, curriculum and immersion activities (e.g., state wide health fairs, rural and international rotations, workforce coaching and pipeline, interprofessional events, access events, community volunteerism, mentorship in student governance)
- Increased employer satisfaction with program graduates
- Increased program recognition nationally
- Created the Colorado Collaboration for Rural Health Access (bringing together partners such as Colorado Municipal League, Colorado Counties, Inc., Special District Association, Colorado Center for Rural Health, and the Colorado Health Foundation)
- Built strong relationships with both the Kentucky and Colorado AHECs and Centers for Rural Health

Management and Strategic Planning

- Provided goal driven, strategic planning while managing daily operations
- Developed a new physician assistant program with a nationally recognized and innovative curriculum from “paper” to accredited and operational in two years
- Led a physician assistant program from failing to nationally recognized and uniquely innovative in seven years
- Led organizational level decision making teams tasked with selection and implementation of EMR, Clinical Tracking Systems, Compliance/Quality, and Learning Management systems

Academic, Regulatory, Advocacy and Accreditation

- Department Chair and State Discipline Chair for health professions
- Successfully led three ARC-PA accreditation site visits culminating in favorable accreditation decisions
- Successfully led two Higher Learning Commission accreditation site visits
- Gained the support of the Colorado legislature to change state law. This allowed Red Rocks Community College to be the first community college in the United States to confer its own master’s degree

Financial

- Increased department revenues while remaining at 60% of the national mean for tuition
- Increased department grant funding by almost one million dollars
- As department administrator, increased cash at time of service and reduced expenses for a hospital-based department
- Developed a PA program for the first for-profit medical school in the US. Projected revenues to exceed 4.2 million and estimated margin to exceed 20% within first two years in operation

Operations and Facilities

- Member of architectural design committee for 22.5M health professions building
- Served as a city planning commissioner
- Served on the design and implementation team for a 20M critical care tower
- Developed comprehensive plans for simulation and “live” health care clinics
- Developed policies and standard operating procedures for every level of the organization

EDUCATION

| | |
|-----------|---|
| PhD, 2010 | University of Kentucky, College of Communications, Health Communication |
| BS, 1997 | University of Kentucky, College of Health Sciences, Physician Assistant |
| MBA, 1988 | University of Dallas, College of Business, Health Services Management |
| BS, 1976 | University of Kentucky, College of Agriculture, Animal Science/Food Science |

EMPLOYMENT

| | |
|---|--|
| Natalie’s Sisters Lexington, KY | June 1, 2022- present Director of Grant Services |
| Lexington Latin School Lexington, KY | August 2020-2022 Health Director, Faculty |
| Morehouse School of Medicine Atlanta, GA | August 2019-June 2021 Interim Academic Director, Physician Assistant Studies |
| Self-Employed | August 2018-present Curriculum Consultant /Adjunct Instructor |
| Rocky Vista University Parker, CO | April 2016-August 2018 Founding Program Director Associate Professor, Physician Assistant Studies College of Medicine |
| Evolution Health Dallas, TX | June 2015-April 2016 National Director of Education Clinician onboarding, engagement, learning |

| | |
|---|--|
| Red Rocks Community College Lakewood, CO | June 2008-June 2015 Program Director, Physician Assistant Program Chair, Health Professions State Discipline Chair Part time faculty (June 2015-December 2015) |
| Tri-County Medical Center Erie, CO | 2008-2012 Physician Assistant, Family Medicine Part time clinical (in association with faculty position) |
| Rocky Mountain Urgent Care Longmont, CO | 2008-2009 Physician Assistant Part time clinical (in association with faculty position) |
| The New Lexington Clinic Lexington, KY | 1999-2008 Physician Assistant Family Practice and Immediate Care |
| University of Kentucky Lexington, Kentucky | 2006-2008 Faculty, Sr. Clinical Coordinator, Lecturer Division of PA Studies, College of Health Sciences |
| | 2004-2006 Senior Executive Officer (grant funded project) Drug and Therapeutic Information Service College of Pharmacy |
| | 1997-1999 Physician Assistant Division of Cardiology Electrophysiology Section |
| | 1991-1996 Administrator, Department of Emergency Medicine EMS Training Center |
| | 1989-1991 Teaching Assistant, College of Communications |
| Voluntary Hospitals of America Irving, TX | 1988-1989 (post-internship) Manager, Clinical Financial Information System |
| University of Dallas Irving, TX | 1987-1988 Graduate Assistant to the Program Director Health Services Management |

| | |
|---|--|
| G.D. Searle and Company Skokie, IL (Remote) | 1983-1987 Clinical Research Manager |
| Merrell-Dow Pharmaceuticals, Inc. Cincinnati, OH | 1980-1983 Clinical Research Manager Medical Editor |
| Wyeth Labs, Inc. Mason, MI | 1977-1980 Quality Analyst, Infant Nutrition Division |

SERVICE AND MEMBERSHIP

Natalie's Sisters, Board of Directors, outreach and services to women
 Fellow, Physician Assistants in Hospice and Palliative Care
 Fellow, American Academy of Physician Assistants
 Past Member, Government Affairs Committee, Colorado Academy of Physician Assistants, 2016
 Lead Team, Thrive, Community outreach providing employment coaching
 Adjunct Instructor, Department of Internal Medicine, University of North Texas Health Science Center
 Texas College of Osteopathic Medicine, 2015-2018
 Foster Parent, Boulder County, Colorado 2011-2014
 Member, Architectural Planning Committee, Arvada Campus, Red Rocks Community College
 Health Sciences Building (\$22.5 M), 2014-2015
 Member, Ethics Council, Physician Assistant Education Association, 2013-2015
 Planning Commissioner, City of Lafayette, Colorado, 2011-2015
 Medical Consultant, Site Visit Team, Musana, Life in Abundance, Flatirons Community Church
 Uganda, Kenya, South Sudan, October 2011
 Medical Team Leader, SOZO International, Afghanistan
 October 2005, May 2006, April 2008, March 2010, November 2010, December 2012, October
 2015
 Colorado Network of Women Leaders, Academic Management Institute, 2010-2011
 Medical Team Member (Clinical Rotation), Shillong, Meghalaya, India, Jan 5 - 27, 1997
 Medical Team Leader, medical relief, Port Au Paix, Haiti, Dec 26, 1995 - Jan 6, 1996

GRANTS

Project Director, Department of Health and Human Services, Health Resources and Services
 Administration. Award number TOBHP28562-01-00. Primary Care Training and Enhancement
 7/1/2015-6/30/2020; \$972,891

Project Director, The Colorado Health Foundation. Building Colorado's Primary Care Workforce
 3/2012-3/2014, \$307,079
 3/2014-7/2015, \$108,333

Project Director, Department of Health and Human Services, Health Resources and Services
 Administration. Award number T88HP20929-01-00. Expansion of Physician Assistant Training Program
 9/30/2010-9/29/2015; \$399,495

Project Director, Department of Health and Human Services, Health Resources and Services Administration. Award number D57HP10165-04-00. Grants for Physician Assistants Training 7/1/2007-6/30/2010; \$328,977

PUBLICATIONS/PRESENTATIONS

Natale, A., Beheiry, S., Tomassoni, G. F., Leonelli, F. M., Rajkovich, K., Wides, B., Nickell, D. F. (1999, May). Safety of Outpatient Based Internal Atrial Cardioversion. NASPE, Annual Scientific Sessions (Abstract) Toronto, Canada.

Nickell, D. F. (2010) Screen Door Medicine: The Informal Medical Consultation. Dissertation, University of Kentucky, United States.

Nickell DF, Rajkovich K, Natale A. (1999.) Are Implantable Cardioverter-Defibrillators Safe in Pregnancy? *Cardiology Review*, 16

Nickell, D. F. (2010) The Informal Medical Consultation: Problematic for Clinicians, Students, Patients or All of the Above? Paper presented at the annual education conference of the Physician Assistant Education Association. Baltimore, MD.

Ruff, C. C., Nickell, D.F. (2017, April). Designing a curriculum and program of assessment around EPAs. Poster session presented at the annual conference of the American Association of Colleges of Osteopathic Medicine. Baltimore, MD.

TEACHING EXPERIENCE

Communications 101, University of Kentucky

Business Communication, Midway College

Management 6365, University of Dallas

Medical Science 102, 206, Fugazzi College

PAS 651 Introduction to the Profession, University of Kentucky

PAS 669, Internal Medicine Clerkship, University of Kentucky

PAS 680, Seminar in PA Studies, University of Kentucky

PAS 842, Elective Clerkship, University of Kentucky

PAS 661, Pediatrics Clerkship, University of Kentucky

PAP 201, 202, 203, 231, 232, 233, Professional Seminar, Red Rocks Community College

PAP 245, 248, Emergency Medicine, Behavioral Medicine Clerkships, Red Rocks Community College

Clinical Ethics, Cultural Competency (invited speaker, Rocky Vista University, College of Osteopathic Medicine)

PAS 651, Intro to the Profession, University of Kentucky (Spring 2020)

PAS 616, Medicine and Society I, Morehouse School of Medicine (Summer 2020)

World Geography, Lexington Latin School, 2020-2022

Rachel Hamilton

EXPERIENCE

Natalie's Sisters, Lexington, KY - Director of Client Services

May 2019 - PRESENT

- Completes intakes with new clients
- Provides services with a client-centered approach
- Makes referrals to providers and local services within the community
- Schedules HIV/Hep C testing and community partner visits
- Supervises Client Services Coordinator, and interns and practicum students as needed

Lexington Rescue Mission, Lexington, KY - Practicum Student

January 2020 - August 2020

- Completed applications and VI-SPDAT's with clients in the Homeless Intervention Program.
- Led a relapse prevention class for female inmates.
- Designed the application for the COVID-19 rent assistance fund and distributed \$20K in COVID-19 ESFP grant funds.

Cabinet for Health and Family Services, Nicholasville, KY - Social Service Worker I

2017- 2018

- Conducted child abuse and neglect investigations.
- Provided court testimony in individual child welfare cases as required
- Supervised support service provision to children and families

Saul Good Restaurant and Pub, Lexington, KY - Server

2015 - 2017

- Multitasked while remaining professional and courteous in a fast-paced environment

Dr. David Marwil, Lexington, KY - Office Assistant

2013 - 2015

- Completed data entry, filed insurance claims and maintained office

EDUCATION

Campbellsville University, Campbellsville, KY - Master of Social Work

January 2019 - August 2020

University of Kentucky, Lexington, KY - Bachelor of Arts Psychology

August 2013 - December 2016

Anna Cox

2024 Twain Ridge Lexington KY 40514 | 706-718-8903 | anna@nataliessisters.org

Objective

To help women trapped in the sex industry obtain necessities through the services we provide.

Education

BA FINE ARTS | 2002 | KENTUCKY WESLEYAN COLLEGE

- Major: Fine Arts
- Related coursework: abstract thinking, Interior design, color theory

EDUCATION | 2005 | COLUMBUS STATE UNIVERSITY

- Major: Education
- Related coursework: Psychology, Interpersonal Relationships, Project Management

Skills & Abilities

MANAGEMENT

- Owned and operated small business focused on empowering women through fashion. Managed a team of 8 consultants.
- Maintains schedules of rotating volunteers, recruitment, and community outreach

SALES

- Worked with suppliers to obtain inventory for my clothing business
- Developed online campaigns
- Organized events focused on community engagement

COMMUNICATION

- Experienced creating and maintaining social media platforms
- Effective communication with team members as well as external entities.

LEADERSHIP

- Leads large group of volunteers on weekly basis to facilitate charitable mission.

Experience

BOARD MEMBER | NATALIE'S SISTERS | 2009-PRESENT

- As board member, help guide the organization, vision, and mission of Natalie's Sisters to reach women in the sex industry.
- As team leader, responsible for daily organization of volunteers and meals, maintains weekly schedule for outreach, security and meals, liaison for external resources and club management.
 - Opened a facility designed to offer meals, clothing, toiletries for women.

- Expansion into the local jail to reach incarcerated women due to the sex industry.
- Converted manual schedule process to monthly automated schedule that increased speed and accuracy of volunteer scheduling.

BOUTIQUE OWNER | LULAROE ANNA COX 2015-2021

- Responsible for inventory, budgeting, revenue, sales, social media campaigns, marketing, and advertising, while providing quality clothing that helped women feel more confident.
 - Exceeded year one sales goals with year over year growth for four years.
 - Managed team of eight consultants to achieve their personal goals.



SHAUN DENNEY

CONTACT INFORMATION

Mobile: (606) 219-1689

Email: shaunddenney@gmail.com

Address: 592 Rosemill Drive, Lexington, KY

OBJECTIVE

Follower of Christ, seeking to use my gifts and calling to serve others and glorify Him.

STRENGTHS

- Communication
- Leadership
- Relationship-building
- Problem Solving
- Collaboration
- Leading Teams
- Writing
- Compassion

EDUCATION HISTORY

UNIVERSITY OF KENTUCKY

Bachelor of Science Accounting,
August 2006 – December 2009
GPA: 4.0

SOUTHERN BAPTIST THEOLOGICAL SEMINARY

Master of Divinity
33 hours completed
GPA: 3.95

VOLUNTEERING

NATALIE'S SISTERS
TREASURER, BOARD MEMBER

ASHLAND AVENUE BAPTIST CHURCH
BIBLE FELLOWSHIP GROUP LEADER
KIDS WORSHIP TEACHER

EXPERIENCE

BUDGET ANALYST, SR

LEXINGTON-FAYETTE URBAN COUNTY COUNCIL, LEXINGTON, KY | JAN 2022 – CURRENT

- Analyze, study, and report information to Councilmembers and the public about the City of Lexington's \$400 million General Fund.
- Collaborate with the Mayor's Finance Administration regarding trends in revenues and operating expenses and discuss the financial impact of decisions in the city.
- Shepherd the Council, including Councilmembers and staff, through the annual budget process from Division hearings to the Council adopted budget.
- Administrate the Budget, Economic Development, and Finance Committee alongside the Budget Chair – developing materials, communicating with stakeholders, and moving agenda items along.
- Provide ongoing communication about the budget to Council offices for constituents and the public in the form of emails, newsletters, and social media.

10TH DISTRICT LEGISLATIVE AIDE

LEXINGTON-FAYETTE URBAN COUNTY COUNCIL, LEXINGTON, KY | JULY 2021 – JAN 2022

- Assisted the Chair of the Budget, Finance, and Economic Development Committee in preparation for monthly committee meetings.
- Researched legislation and current city government trends for their potential impact on the City of Lexington's budget and operations.
- Analyzed data to make recommendations to simplify Council discussions related to Lexington's \$120 million American Rescue Plan Act federal funding.
- Communicated regularly with constituents – addressing their needs and concerns.

CAMPUS PASTOR

SOUTHLAND CHRISTIAN CHURCH, NICHOLASVILLE, KY | AUGUST 2018 – APRIL 2021

- Coordinated ministry across multiple divisions, teams, and campuses.
- Led a diverse team to achieve ministry and organizational goals – providing pastoral support, leadership, problem-solving, and conflict-resolution.
- Communicated to large body of people through weekend services, social media, email, and other forms of communication.
- Collaborated regularly with other campus pastors, ministry division leaders, and members of executive leadership.
- Provided pastoral support to individuals and couples walking through marriage, grief, substance use, and a variety of issues.

EXPERIENCE

GROUPS PASTOR

SOUTHLAND CHRISTIAN CHURCH, NICHOLASVILLE, KY | OCTOBER 2015 – AUGUST 2018

- Led a team of small groups pastors and administrative staff across four Southland campuses in four cities.
- Provided pastoral support, encouragement, and assistance to Groups Pastors and Group Leaders.
- Used data, analysis, and benchmarking to develop a new system of small groups.
- Executed the implementation of a new Groups strategy, which mobilized more people into groups across all campuses. Implementation included technical systems, communications roll out to elders, staff, and attenders.

OUTREACH PASTOR

SOUTHLAND CHRISTIAN CHURCH, NICHOLASVILLE, KY | APRIL 2013 – OCTOBER 2015

- Provided pastoral support and leadership to local outreach staff, and schools, Serve the City, Backpack Program, and Community Garden volunteers.
- Led outreach efforts at four local elementary schools, Serve the City – Danville, and the Community Garden.
- Helped facilitate the connection of families to Helping Through Him to meet tangible physical needs.
- Oversaw the expansion of the Backpack Program to launch a program at the Lexington Campus, enabling us to feed more kids.
- Developed and maintained relationships with community partners in Danville, Georgetown, Lexington, and Nicholasville.

OPERATIONS COORDINATOR / CONTRIBUTIONS COORDINATOR (PART-TIME)

SOUTHLAND CHRISTIAN CHURCH, NICHOLASVILLE, KY | JUNE 2012 – APRIL 2013

- Provided administrative assistance to the Director of Operations.
- Processed contributions, prepared deposits, and reconciled monthly bank statements.
- Maintained Operations and Facilities budget and paid bills for all campuses.
- Worked with Operations team to implement safety and security practices.

INTERIM STUDENT DIRECTOR

FIRST BAPTIST CHURCH OF ALEXANDRIA, VA | JUNE 2011 – JUNE 2012

- Planned, organized, and provided biblical teaching for students at Saturday night youth programming.
- Planned and organized student events including summer trips, outreach efforts, and special events.
- Discipled teenage men walking through issues of addiction.
- Communicated regularly to parents and volunteers.

ELEMENTARY MATH TEACHER

PRINCE GEORGE'S COUNTY PUBLIC SCHOOLS, MD | JUNE 2010 – JULY 2011

- Taught 4th grade math and science in an under-performing school in Prince George's County, Maryland.
- Used a data-driven approach to teaching.
- Collaborated with a diverse community of parents, teachers, and community members.

Ron Hargett
Hargett Construction-Partner

Education

Western Kentucky University-B.A. 1972

Civic

Board Member- Natalie's Sisters 2014-2022

Founding Board Member-Lexington Christian Academy- 1982-1994

Board Member- Big Brothers/Big Sisters- 1980-1982

Elder-Southland Christian Church- 2002-2012

Board of Trustees-Kentucky Christian University-December 2004-2010

Building God's Way National Advisory Council

Building Better Communities National Advisory Board- Journey New Orleans

Professional

Prior to joining the family business in 1974, Ron worked in marketing, admissions, and coached at one of the premier preparatory schools in America; Culver Educational Foundation, Culver, Indiana.

Throughout his forty years of professional experience, Ron has been responsible for negotiating, planning, design, and construction of a variety of project types including athletic, educational, institutional, hotel, retail, office, state and local government, non-profit organizations, manufacturing facilities, churches, and Christian schools.

Directly involved with projects, he consults with owners and architects to plan projects and oversee project goals and objectives.

Ron Hargett's active involvement in the development of properties at Wellington at Reynolds Road in Lexington, with the owners, donors, board members, coaches and staff of the Lexington Christian Academy and with the National Development Council, (non-profit owners of the former Reynolds Road property), Realtors, Developers, Purchasers, has provided valuable site and design-build experience.

Personal

The most important changes in Ron's life came when he met and married Robin (1977) and gave his life to the Lord Jesus (1982). Ron and Robin have two daughters Courtney Hargett Taylor, Britney Hargett Wainscott, twin granddaughters Emersyn and Isabella (17), granddaughter Stella(11), and grandson Hayden (15).

Anna Kristina Livesay

Contact

2462 Harrods Pointe Trace
Lexington, KY 40514
T859-492-2129
annakristina@livesaygroup.com

Education

University of Kentucky
BA, 1993
Study Abroad at Richmond
College, London, England
Transylvania University

Key Skills

Administration
Technology
Social Media

Non Profit Board

Natalie's Sisters, March 2020 – present
Treasurer, 2020-2022
Secretary, 2022-present

Experience

2014-2017

Homeschool Educator • Challenge A Director
• Classical Conversations

1994 – 1998, 2000 -2001, 2007-2009

Educator • Middle School English, reading, mathematics

- Lexington Latin School
- KORE Academy
- Fayette County Public Schools
- Daviess County Public Schools

1999-2000, 2001-2002

Professional Nanny

- Black- Harvey Family in Lexington, KY
- Taylor- Karenbauer Family in New York City, NY

Entrepreneurship

Livesay Family Properties, 2011 – present

Pruvit Promoter, 2018 - present

Leadership

Bible Study Fellowship, 2003 – present

Administrative Team, Group Leader, Children's Leader


DONNA MALLANY

2401 TULSA ROAD, LEXINGTON, KENTUCKY 40503

SKILLS SUMMARY

I am a retired HR Representative. I have used Microsoft Word, Excel and Publisher. I have 41 years' experience in many areas of manufacturing.

EDUCATION

High School Graduate 1972

Attended University of Kentucky

EMPLOYMENT**GENERAL ELECTRIC LEXINGTON LAMP PLANT 1974-2016**

HR Representative 2009-2016

- *Assisted HR Manager in all matters of HR
- *Maintain employee record including job bid and placement, attendance.
- *Responsible for record keeping and yearly report for Federal Government on fair hiring and promotion in the facility
- *Helped prepare for Local Union Negotiation
- *Published a monthly Plant Newsletter and Health Newsletter
- *Responded to grievances filed by the Union
- *Responsible for scheduling production runs
- *Responsible for inventory for the production runs, worked with vendors to acquire products for production runs

I held many positions within the plant including quality checker, stockroom clerk and ran all equipment in the manufacturing of headlamps and specialty lighting.

Union IBEW LOCAL 1627

1978-2009

I held many positions within the Union most notably Union President from 1980-1988. I was part of a team that negotiated the National Contract with General Electric.

VOLUNTEER POSITIONS

Team Member, Natalie's Sisters, 2012-present

Board Member, Natalie's Sisters, 2016-present



Sheila G. Myers

107 Wood Duck Court
Nicholasville, Kentucky 40356

Sheila@csmyers.net
859-224-2600/h; 859-492-6075/c

SKILL-SET HIGHLIGHTS

- Proven leader by co-managing solo optometric practice with increase of 900% during ownership
- Proven leader by managing FSNB Loan Department with increase to leading the company in loan portfolio balance
- Real estate entrepreneur developing commercial rental property, single dwelling homes/townhouses and raw land
- Strong analytical thinker and strategic planner
- Skilled negotiator with outside customers / vendors
- Detail oriented with data in streamlining business practices and financial analysis
- Self-motivated leader to consistently improve organizations efficiency
- Proficient with computers and software
- Creative visionary focused on customer service including quality assurance
- Strong networking skills with emphasis on diverse relations

PROFESSIONAL EXPERTISE

Owner/Managing Member, **Partnership Properties, LLC**. 1999–present. Nicholasville, Kentucky

→ **Business Development**

- Own and maintain leased commercial real estate
- Oversee leases, maintain and retain tenants
- Develop and maintain all financial statements and budgets
- Collaborate with Tax Professionals annually
- Identify and purchase single dwelling homes/townhouses for short holdings

Commercial Loan & Business Development Officer, **First Southern National Bank**. 2010-present. Lexington, Kentucky

→ **Quality Assurance / Stewardship**

- Develop and service new and existing relationships under CEO leadership for the Commercial Lending Group
- Manage high-net worth customers
- Oversee digital closings of large loans that include multiple states and attorney/title companies.
- Conduct comparative analysis of such benchmark data as liquidity, profitability and credit history between prospects and comparable entities.

→ **Leadership**

- Provide leadership, oversight and hands-on training for loan support staff in the Lexington Branch. Served in administrative role in making the Lexington Loan Department as efficient as possible.
- Implemented various forms, reports and procedures to improve production for the local branch that was adopted across the company

→ **Business and Relational Development**

- Maintained working knowledge of all of First Southern's product and services and promoted those outside of business location and hours.
- Maintain excellence and the intention of delivering more than is expected to build a genuine relational trust from current/new customers.

→ **Cultural**

- Maintain and demonstrate support for First Southern's stated Purpose and Core Values.
- Serve on the Lexington River Foundation which is a non-profit organization created within the company to seek Christ-centered non-profit organizations that serve our local community in reaching the underserved, poor and lost. This is primarily done through issuing grants.

Co-CEO, Dr. Curtis Myers dba Family Eye Care Center. 1980-2005

Lawrenceburg, Kentucky

→ **Quality Assurance**

- Managed daily operations including: staff, patient records, scheduling, recall system, medical insurance filing and audit, optical lab production and retail optical showroom
- Regulated OSHA safety compliance practices
- Sponsored, trained and tested Optician Apprentices.

→ **Leadership**

- General Ledger / Profit and Loss / Budgeting / Financials
- Accounts Receivables / Payables / Banking
- Payroll / 401(K) reporting / IRS payroll quarterly-annual reporting / Sales & Use Tax reporting
- Planning and conducting employee meetings
- Established safety eyeglass program with seven manufacturing industries in central KY
- Inventory purchasing for retail showroom & optical lab

→ **Human Resources**

- Wrote job descriptions
- Recruit, test, interview and hire positions
- Employee training for job production
- Wrote procedure manual for staff positions; personnel policy manual
- Perform evaluation review for employees

→ **Marketing**

- Marketing/advertising for business using newspaper/radio media, community service and eye care education program in local school system

COMPUTER SKILLS

- Excellent in Microsoft Office application including: Word, Excel, Power Point, Publisher
- Proficient in OSAS Accounting Software, Quicken, Quick Books
- Proficient in data entry
- Internet

PROFESSIONAL DEVELOPMENT

- Mandatory continue education for Finance/Banking/Lending
- Mandatory continued education to maintain Opticians license
- Elective communication and management seminars / KY Optometric Association

COMMUNITY INVOLVEMENT

- Board of Director Natalie's Sister 2017 – present. Secretary 2017 - 2021
- Member of Southland Christian Church and volunteer: Prayer Team lead; former Women's Ministry Bible Study Coordinator; Study Resource co-coordinator; Connection Point volunteer which connects newcomers to service areas 2000 – present
- The Bluegrass Women's Generous Giving Circle 2010-present
- 2015 Heroes of our Community presented by Refuge for Women
- 2013 Hall of Fame Kentucky Junior Miss
- Board of Director 2014 – 2016 Refuge Medical Clinic
- Banquet committee / Silent Auction chair for Refuge for Women – 2013-2015
- Refuge Medical Clinic local/international volunteer – optician – international communities Honduras and Haiti 2009 - 2014
- Lexington City Co-coordinator for Living Proof Live Women's Ministry Event 2004
- Kentucky International Tennis Federation Tournament, Tournament Coordinator / Entries and visa invitations 2004-2006
- Elected to Kentucky Colonels for volunteer work associated with civic organizations
- Junior Miss: inaugurate Anderson Co. Junior Miss and Chaired for 5 years; Regional Director, Vice President and President Board of Directors for Kentucky Junior Miss
- Toys for Tots, co-ordinate local drive and drop off location
- Lawrenceburg Woman's Club, past President & Secretary
- Lawrenceburg Business and Professional Woman's Club, past Secretary
- Lawrenceburg United Methodist Church: Youth leader, VBS director, stewardship campaign director, worship associate 1980-2000

EDUCATION

- Certified Optician, American Board of Opticians, 1996
- Certified Contact Lens Technician, National Contact Lens Examiners, 1997
- Ophthalmic Dispenser, KY Board of Ophthalmic Dispensers, 1997
- Eastern Kentucky University, studied banking / accounting 1975-1977

REFERENCES

- Available upon request

Diane Perez

Lexington, KY 40502 • dianeperez66@yahoo.com • (859) 492-0312 • <https://www.linkedin.com/in/dianeperez66/>

RELEVANT EXPERIENCE

DV8 Kitchen

Lexington, KY

Co-Owner/Operator

Aug. 2017 – Present

- Co-created concept, branding, design, and interior/exterior building renovations
- Manage day-to-day business operations, which have been featured in *The New York Times*, *The Oprah Magazine*, *Yelp's Top 100 Brunch Restaurants in the US*, and more
- Train and motivate employees to perform daily business functions while maintaining a turnover rate 33% better than the restaurant industry national average
- Monitor market conditions to set accurate product pricing and take advantage of emerging trends
- Establish, optimize and enforce business policies to maintain consistency and high-quality standards across industry operations
- Apply performance data to evaluate and improve operations, target current business conditions and forecast needs

Saul Good Restaurant & Pub

Lexington, KY

Co-Owner/Operator

Feb. 2008 – May 2022

- Co-created concept, branding, all design elements and managed building renovations
- Managed day-to-day business operations, expanding the concept to three separate locations
- Consulted with customers to assess needs and propose optimal solutions
- Trained and motivated employees to perform daily business functions
- Enhanced operational efficiency and productivity by managing budgets, and costs
- Remained up-to-date on current trends and attended industry trade shows and markets to view and order inventory
- Developed key operational initiatives to drive and maintain substantial business growth

Delta Air Lines, Inc.

Los Angeles, CA

Flight Attendant

March 1990 – Nov. 2006

COMMUNITY INVOLVEMENT

Board President, Natalie's Sisters

2019 – Present

- Assists Executive Director in preparing agenda for board meetings
- Works as liaison with the Executive Director to make sure board resolutions are carried out
- Calls special meetings if necessary
- Coordinates Executive Director's annual performance evaluation along with secondary Board Member familiar with ED's work performance
- Acts as an ambassador for the organization; assists with new board member recruitment and interviews

Board President, Natalie's Sisters

2016 – Present

EDUCATION

California State University, Fresno

Fresno, CA

Bachelor of Arts

May 1989

Liberal Arts and General Studies

JENNIFER TRUE REED

528 NORTHSIDE DR. • LEXINGTON, KY 40505

PHONE 859-351-9425 • E-MAIL JENNIFERTRUE3@HOTMAIL.COM

EXPERIENCE

2017-Present Kentucky Department of Criminal Justice Training

Position: *Legal Instructor*

- Provide legal instruction regarding the Kentucky Revised Statutes, Constitutional law and case law for basic and in-service law enforcement, telecommunication and court security students.
- KLEC certified
- Create curriculum devoted to legal instruction regarding both federal and state law for law enforcement, telecommunication and court security students.
- Review agency curriculum to be sent to the Kentucky Law Enforcement Council.
- Provide legal support to other instructional sections at the Department of Criminal Justice Training.
- Prepare articles regarding pertinent legal issues facing law enforcement officers for the Kentucky Law Enforcement Magazine.

2016-2017 Contract Attorney Kentucky Department of Criminal Justice

Richmond, Ky

Position: *Moot Court Attorney*

- Participated as a defense attorney in Moot Court proceedings for graduating law enforcement recruits.

2016-2017 Natalie's Sisters,

Lexington, KY

Position: *Executive Director*

- Established 501(c)3 status for the non-profit.
- Oversaw budget for the non-profit.
- Partnered with local law enforcement to minister and provide aid to women involved in street level prostitution.
- Established relationships with community partners to assist

victims of human trafficking and other women in need of resources.

2008-2011 United States Attorney's Office,

Eastern District of Kentucky

Lexington, KY

Position: *Special Assistant United States Attorney*

- Vertically prosecute firearm, drug and child exploitation crimes
- Assist in review of cases
- Regularly attend PSN and PSC meetings with local partners
- Draft indictments, pleadings, and appeals
- Prosecute federal felony trials and hearings

2000-2015 Fayette County Attorney's Office Lexington, KY

Position: *Assistant County Attorney*

- Kentucky Assistant County Attorney of the Year, 2007
- Prosecute misdemeanor jury trials with an emphasis on domestic violence and impaired driving offenses.
- Research, write and argue pre-trial and in limine motions
- Research, write and argue appeals before the Fayette Circuit Courts and Kentucky Court of Appeals
- Reintroduced and coordinated the Truancy Intervention Program

2003 Jessamine County Attorney's Office

Nicholasville, KY

Position: *Assistant County Attorney*

- Prosecuted misdemeanor offenses through trial and appeal
- Organized the Domestic Violence Coalition with Community Partners
- Researched, wrote and argued pre-trial and in limine motions

2000 David R. Marshall Law Office

Nicholasville, KY

Position: *Associate Attorney*

- Responsible for a variety of civil and criminal matters
- Researched, wrote and argued civil and criminal motions and appeals.

1998-2000 McKenzie, Woolery, Emrick, & Webb, PSC Ashland, KY

Position: *Associate Attorney*

- Responsible for an assortment of state and federal civil cases
- Researched and wrote state and federal civil motions and responses

- Deposed witnesses

EDUCATION

1995-1998 University of Kentucky College of Law Lexington, KY
Degree: *Doctorate of Jurisprudence*
Degree Received: May 1998. GPA: 3.02
Member of the Journal of Natural Resources and Environmental Law

1991-1995 University of Kentucky Lexington, KY
Degree: *Bachelor of Arts, Political Science*
Degree Received: May 1995 (Cum Laude) GPA: 3.73
Member of Phi Beta Kappa; National Spanish Honor Society

Licenses: Kentucky, 1998
United States District Court, Eastern District of Kentucky, 1998
United States Sixth Circuit Court of Appeals, 2000

PRESENTATION EXPERIENCE

- Legal Instructor, Kentucky Department of Criminal Justice Training, 2017- Present
- Instructor, Kentucky Prosecutor's Institute, 2007
- Presenter, Saving Lives, Kentucky Attorney General's Office, January & August 2008, January 2009
- Presenter, Masters of DUI, Kentucky Bar Association Annual Conference, 2008

REFERENCES AVAILABLE UPON REQUEST

COMMUNITY PROJECT AGREEMENT

THIS COMMUNITY PROJECT AGREEMENT (“Agreement”), is made and entered into on the _____ day of _____ 2022, 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 **NATALIE’S SISTERS, INC.**, a Kentucky nonprofit corporation, (“Organization”) with offices located at 677 N. Limestone St., Lexington, Kentucky 40508.

WITNESSETH

WHEREAS, the Organization is a 501(c)(3) nonprofit organization, as defined by the Internal Revenue Code, that now either presently owns or else intends to purchase property located at 180 Tartan Drive, Lexington, Ky., Units A and B (hereafter “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. 24-2022 for its “Nonprofit Capital Grants Program,” which offers grant awards to Fayette County 501(c)(3) nonprofit organizations in recognition of the negative economic impacts of COVID-19 upon the local network of community agency partners;

WHEREAS, the Organization submitted a response to RFP No. 24-2022 seeking funding from LFUCG for the acquisition and rehabilitation of the Property as a capital improvement project, so that it can continue providing needed services to Fayette County residents;

WHEREAS, LFUCG intends to fund this project to hopefully lessen the economic impact of the COVID-19 pandemic on those Fayette County residents served by the Organization by using revenue replacement funding derived from the American Rescue Plan Act of 2021 (ARPA);

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 September 15, 2022, and shall last until December 31, 2026, unless terminated by LFUCG at an earlier time.

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 that 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 project or series of discrete projects outlined in the Scope of Work included in attached Exhibit "A" (the "Project(s)"). Organization shall complete the Projects in a timely, workmanlike and professional manner, as specified herein.

4. **PAYMENT.** LFUCG shall pay Organization a total amount not to exceed **Three Hundred Thirty-Six Thousand Six Hundred and Fifty-Five Dollars (\$336,655.00)** ("Funds") for the completion of the Project. Payments shall be made monthly for expenditures the Organization actually incurred, only after receipt of monthly invoices. All expenditures must be incurred on or before **April 30, 2024**. The uses of the Funds are limited to the Project described herein 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 an 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.** The following terms shall apply to any and all construction work performed in completion of the Project.

a. **Project to be Completed in Workmanlike Manner.**

Organization shall bid, contract for, and cause to prosecute to completion, the Project 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. **FEDERAL LAW.** The Organization understands that the Funds paid by LFUCG were awarded under the American Rescue Plan Act of 2021 (“ARPA”). Organization agrees to comply with any requests from LFUCG related to LFUCG’s ongoing monitoring and reporting obligations set by federal law. Organization understands that the failure to comply may result in termination of this Agreement. Organization further agrees and by entering this Agreement, it hereby certifies to its ability to comply with all terms included within any Exhibits to this Agreement and also to the following terms, to the extent these terms are applicable to the subject matter of this Agreement as defined by applicable federal law:

- a. The Organization acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.
- b. The Organization agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of goods, products or materials produced in the United States, in conformity with 2 C.F.R. § 200.322.
- c. The Organization agrees and certifies that all activities performed pursuant to any agreement entered as a result of a contractor’s bid, and all goods and services procured under that agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200.323 (Procurement of recovered materials), to the extent either section is applicable.

7. **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 to the addresses provided herein. Organization shall be entitled for payment of all reasonable costs that it incurred up to that period of time.

- 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.

8. **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.

9. **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.

10. **INSURANCE; INDEMNITY.**

The Risk Management Provisions in Exhibit "A" are incorporated herein as if fully stated.

11. **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.

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

13. **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.

14. **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.

15. **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.

16. **DISPOSITION OF PROPERTY.** Organization agrees that it shall not sell or otherwise dispose of any goods, property, or equipment acquired and/or improved using 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, 2026. 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.

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

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

19. **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.

20. **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.

21. **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.

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

For Organization:

Jani Lewis
Executive Director
Natalie's Sisters, Inc.
PO Box 2074
Lexington, Kentucky 40508
jani@nataliessisters.org

For Government:

Jenifer Wuorenmaa (ARPA Project Manager)
Office of the Chief Administrative Officer
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507

EXHIBIT "A"



LEXINGTON

Lexington-Fayette Urban County Government

Request for Proposal

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #24-2022 Nonprofit Capital Grants Program** to be provided in accordance with terms, conditions and specifications established herein.

Online proposals will be received at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time, on **June 21, 2022**

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received (uploaded to <https://lexingtonky.ionwave.net/>) by the Division of Central Purchasing before the date and time set for opening proposals.

Additional copies of this Request For Proposals are available from the Division of Central Purchasing, Room 338 Government Center, 200 East Main Street, Lexington, KY 40507, (859)-258-3320, at no charge.

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

The Proposer must upload one (1) electronic version in PDF format to <https://lexingtonky.ionwave.net/>.

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, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the 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 workforce 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 Central Purchasing 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 Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing 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 Central Purchasing 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 Central Purchasing 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 Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing 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 Central Purchasing shall in writing, affirm or withdraw the recommendation.

SELECTION CRITERIA:

See Scope of Work for scoring criteria.

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 addressed to:

Todd Slatin, Director
Division of Central Purchasing
tslatin@lexingtonky.gov

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 Central Purchasing
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 Central Purchasing, (859)-258-3320.

AFFIDAVIT

Comes the Affiant, DEBRA F. NICKELL, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is DEBRA F. NICKELL and he/she is the individual submitting the proposal or is the authorized representative of NATALIE'S SISTERS, INC., 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 Central Purchasing 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.

A. Mitchell M Jan Levin

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Melinda Guest on this the 12 day of September, 2022

My Commission expires: April 12, 2025 #XNP 27532

Melinda Guest
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

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 disability.
- 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.

Signature

Jan Lewis

Name of Business

Natalie's Sisters, Inc.
Natalie's Sisters, Inc.

WORKFORCE ANALYSIS FORM

Name of Organization: NATALIE'S SISTERS, INC.

| 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) | | Total | |
|---------------------|----------|--------------------------------|----------|--------------------|---|--|---|---|---|--------------------------------|---|--|---|--|---|-------|----------|
| | | M | F | M | F | M | F | M | F | M | F | M | F | M | F | M | F |
| Administrators | 1 | | 1 | | | | | | | | | | | | | | |
| Professionals | 3 | | 3 | | | | | | | | | | | | | | 1 |
| Superintendents | | | | | | | | | | | | | | | | | 3 |
| Supervisors | | | | | | | | | | | | | | | | | |
| Foremen | | | | | | | | | | | | | | | | | |
| Technicians | | | | | | | | | | | | | | | | | |
| Protective Service | | | | | | | | | | | | | | | | | |
| Para-Professionals | | | | | | | | | | | | | | | | | |
| Office/Clerical | 1 | | 1 | | | | | | | | | | | | | | 1 |
| Skilled Craft | | | | | | | | | | | | | | | | | |
| Service/Maintenance | | | | | | | | | | | | | | | | | |
| Total: | 5 | | 5 | | | | | | | | | | | | | | 5 |

Prepared by: Debra F. Nickell Date: 6/17/22

(Name and Title)
DEBRA F. NICKELL
 DIRECTOR OF GRANT SERVICES

Revised 2015-Dec-15

Jani Lewis
 EXECUTIVE DIRECTOR

9/12/22

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, 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. 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.

20. 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.



Signature

6/17/2022
Date



9/12/22

**AMENDMENT 1 —
CERTIFICATION OF COMPLIANCE FOR AMERICAN RESCUE PLAN ACT
EXPENDITURES**

The Lexington-Fayette Urban County Government (“LFUCG”) may classify the subject matter of this bid as an expenditure under the American Rescue Plan Act of 2021. Expenditures under the American Rescue Plan Act of 2021 require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

The bidder agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG classifies the subject matter of this bid as an expenditure under the American Rescue Plan Act. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. Either party may terminate this Agreement for good cause shown with forty-five (45) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 45 days, then the Agreement shall terminate on the forty-fifth day.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering

agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
- (2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with ‘Limited English Proficiency’ in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.”

15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such


U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Signature





Date



Firm Submitting Proposal: NATALIE'S SISTERS, INC.

Complete Address: PO 2074 LEXINGTON 40588
Street City Zip

Contact Name: D. NICKELL Title: DIRECTOR OF GRANT SERVICES

Telephone Number: ⁽⁸⁵⁹⁾ 421.7268 Fax Number: _____

Email address: deb@nataliessisters.org

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Consultant 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 Consultant or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Consultant") 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) Consultant 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 Consultant'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 Consultant; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) Notwithstanding, the foregoing, with respect to any professional services performed by Consultant hereunder (and to the fullest extent permitted by law), Consultant 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 Consultant in the performance of this agreement.
- (4) In the event LFUCG is alleged to be liable based upon the above, Consultant 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.

- (5) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (6) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONSULTANT acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONSULTANT in any manner.

FINANCIAL RESPONSIBILITY

CONSULTANT understands and agrees that it shall, prior to final acceptance of its proposal and the commencement of any work or services, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AAND 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

CONSULTANT 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 or services hereunder by CONSULTANT. The cost of such insurance shall be included in any bid:

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

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. 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 a Products and Completed Operations endorsement or Premises and Operations Liability endorsement and a Products Liability endorsement unless they are deemed not to apply by LFUCG.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.
- e. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to 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 CONSULTANT'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. If CONSULTANT satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONSULTANT agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Safety and Loss Control

CONSULTANT 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

CONSULTANT 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

CONSULTANT 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

CONSULTANT 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 CONSULTANT for any such insurance premiums purchased, or suspending or terminating the work.

00471865



Lexington-Fayette Urban County Government
Request for Proposals

Nonprofit Capital Grant Program
Scope of Work

Description: The Nonprofit Capital Project Grants Program is a new 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 federal American Rescue Plan Act (ARPA) dollars and are subject to federal 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.

Purpose: To provide a *one-time grant* to local 501(c)(3) agencies for major capital projects in two categories: 1) Facility Improvements (such as the purchase, construction, expansion, repair of a building, or installation or major overhaul of HVAC systems, etc.), and 2) Operational Investments (e.g. purchase of major equipment, such as a generator or vehicle).

Instructions

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

Proposal Deadline – 2 P.M. OF June 21, 2022

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

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, 2024**.

LFUCG intends to award multiple proposals with funding via the American Rescue Plan Act. **Organizations receiving grants shall be known as Subrecipients for the purposes of this program.**

PLEASE NOTE: All grant funds are reimbursed funds only, no funds will be dispersed to Subrecipients in advance. Reimbursements may occur periodically during the project. Subrecipients shall invoice the Lexington-Fayette Urban County Government, Department of Grants and Special Programs, upon completion of Subrecipient spend for reimbursement.

The Subrecipient agrees that it shall spend the entire amount of funds provided under this Agreement before April 30, 2024.

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

See the Request for Proposals beginning on page 31 for details of the Certification of Compliance for American Rescue Plan Act Expenditures.

If it becomes apparent to the Subrecipient that it will be unable to complete the Project either in the manner or for the amount described in this Agreement, then the Subrecipient 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 Subrecipient fails to use any amount of funds provided under the Agreement within the time of performance (by April 30, 2024), Subrecipient forfeits those funds.

1.2 Proposal Submission

In order to be considered, proposals must be received by **June 21, 2022 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 Phone: (859) 258-3320
Deadline for questions is JUNE 3, 2022 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 Monday, May 16, 2022, 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 Wednesday, June 1, 2022 at 2 PM EST**

[Click here to Join Technical Q&A Zoom Meeting](#)

Webinar ID: 852 2355 9169

Passcode: 435922

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 Tuesday, June 21, 2022. 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 August 15, 2022. 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

Proposals will be evaluated by a neutral panel selected by the Commissioner of Social Services, all of whom have no affiliation with any applicant.

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

These grants are funded by federal American Rescue Plan Act (ARPA) dollars and are subject to federal reporting and spending requirements. Agencies will manage and comply with ARPA Requirements as detailed in this Request for Proposal beginning on page 31 in the Certification of Compliance for American Rescue Plan Act Expenditures.

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 and Operational Investments 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 Gold Seal of Transparency or higher level agency portrait on [GuideStar.org](https://www.guidestar.org)
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 and Meeting ARPA Requirements

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.

Describe how the Agency will manage and comply with ARPA Requirements as stated previously. *(Details in the Request for Proposal beginning on page 31 in the Certification of Compliance for American Rescue Plan Act Expenditures.)*

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, 2024

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 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 \$100,000 of Facility Improvements and/or \$50,000 in Operational Investments** (*Agencies may bundle projects to meet the minimums*).

Maximum award in Facility Improvements is \$500,000, and \$250,000 in Operational Investments. An agency may receive up to a total of \$750,000 if projects are awarded the maximum in each category.

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.
- **All funds awarded must be spent by grantees before April 30, 2024.**

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> |

Operational Investments

- F. Information Technology & Telecommunication (*Servers, Computer Systems, Database Systems, etc.*)
- G. Fleet and Mobile Service Units
- H. Generators, Alternative Power Supply
- I. Security Cameras, Safety Controls
- J. Other Major Operational Equipment

Grant Award Allocation

| Funding Pool* | Facility Improvements | Operational Investments |
|------------------------------|------------------------------|--------------------------------|
| | \$4,000,000 | \$2,000,000 |
| Minimum Request per agency** | \$100,000** | \$50,000** |
| Maximum Request per agency | \$500,000 | \$250,000 |

**Agencies may apply for either Facility Improvements or Operational Investments or both.*

***Agencies may bundle projects in either Facility Improvements or Operational Investments to meet the minimums (not across the two types of investments in order to meet minimums).*

4.0 EVALUATION & CRITERIA

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

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:

6. Facility Improvement location is located in Fayette County and Operational Investments must be for the purpose of serving Fayette County residents with these grant funds
7. Be in good standing with the Kentucky Secretary of State
8. Responders shall be registered and have a current, complete Gold Seal of Transparency or higher level agency portrait on [GuideStar.org](http://www.GuideStar.org)
9. Funds for the projects cannot be used to teach, advance, advocate or promote any religion
10. 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 and Meeting ARPA Requirements

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.

Describe how the Agency will manage and comply with ARPA Requirements as stated previously. *(Details in the Request for Proposal beginning on page 31 in the Certification of Compliance for American Rescue Plan Act Expenditures.)*

4.4 Operational Feasibility

The application must include:

5. Clear and complete plans and timeline for implementing and completing the project
6. 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
7. Adequate number of qualified staff to carry out the proposed project
8. Indicators that demonstrate that the project can be completed by April 30, 2024

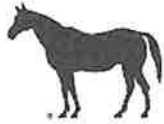
4.5 Cost Analysis – and attachments

5. Cost proposals and budget narrative
6. This section shall provide the total costs of the capital project, including all expenses to be incurred
7. Project is cost-effective and all costs are reasonable, and do not deviate substantially from the norm in Lexington

8. Line item Budgets for each Grant Project requested and the Agency Budget

LFUCG reserves the right to adjust funding amounts.

EXHIBIT "B"



LEXINGTON

RFP-24-2022
Natalie's Sisters
Supplier Response

Event Information

Number: RFP-24-2022
Title: ARPA Funded Nonprofit Capital Grant Program
Type: Request For Proposal
Issue Date: 5/16/2022
Deadline: 6/21/2022 02:00 PM (ET)

Contact Information

Contact: Todd Slatin
Address: Central Purchasing
Government Center Building
Room 338
200 East Main Street
Lexington, KY 40507
Phone: (859) 2583320
Fax: (859) 2583322
Email: tslatin@lexingtonky.gov

Natalie's Sisters Information

Contact: Debra Nickell
Address: PO Box 2074
Lexington, KY 40588
Phone: (859) 533-5846
Email: deb@nataliessisters.org
Web Address: www.nataliessisters.org

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Debra F. Nickell

Signature

Submitted at 6/17/2022 12:34:46 PM

debrafnickell@gmail.com

Email

Response Attachments

6-17 Natalie's Sisters RFP-24-2022 Proposal .pdf

Proposal

Natalies Sisters 3 NCG Submittal Cover Sheet.pdf

Cover Sheet

NS PROJECT COST ESTIMATES.pdf

Project Budget

NS RFP24-2022 WFA and Sigs.pdf

Signature pages and Work Force

NS Budget FY2022 .pdf

NS 2022 Budget

Offer to Purchase Contract (LBAR) (version 15).pdf

Sales Contract

CHC final.pdf

CHC

NS Staff resumes .zip

Staff Resumes

NS BOD resumes.zip

BOD Resumes



PROPOSAL SUBMITTAL COVER SHEET

Agency Information

Agency Name: Natalie's Sisters, Inc.

Mailing Address: PO Box 2074 Lexington KY 40588

Street Address: 677 North Limestone St Lexington KY 40508

Phone: (859) 533 - 5946

Is your Agency registered with the IRS as a 501(c)(3) organization? [X] 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? [X] 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):
Jani Lewis, Executive Director 859.533.5946 jani@nataliessisters.org

Person Completing Application (Name, Title, Phone, Email):
Deb Nickell, Director of Grant Services 859.421.7268 deb@nataliessisters.org

Project Information

Funding Requested by Project, if bundling multiple Projects:

Table with 5 rows of project information. Each row includes Project Name, Request \$, and checkboxes for Facility Improvement project and Operational Investment project. The first row is filled with 'Housing for Sexually Exploited/Sex-Trafficked Women' and '336,655'.

Total Funding Amount Requested: \$ 336,655

- 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.
• If applying for/bundling multiple projects, submit a 5 section narrative for each project.

Introduction

The objective of this project is the purchase and renovation of a duplex in Lexington to provide dedicated housing for Housing Choice Voucher holders. This project is part of a comprehensive plan (1) to strengthen current services provided by Natalie's Sisters, Inc., a non-profit organization in Lexington KY, (2) to provide for synergy in ongoing partnerships with the LFUCG Office for Homelessness Prevention and Intervention and the Lexington Housing Authority (LHA), and (3) to complement state-led housing initiatives focusing on sex-trafficked individuals.

Section 1: Project Provides Services to Low Income, Underserved, or Marginalized Lexington-Fayette County Residents

The mission of Natalie's Sisters is to extend hope, support and God's unconditional love to sex-trafficked and sexually exploited women through a first-touch approach providing respite, relationship and referrals to community resources. Our vision is to see sex-trafficked and sexually exploited women restored to their families, their community, and to God as they realize their true identity and full potential.

Natalie's Sisters is the sole first-touch organization in Fayette County doing outreach specifically to women currently sexually exploited/trafficked, or who have been sexually exploited/trafficked in the past. Natalie's Sisters takes a holistic approach to serving this target population. We provide basic daily needs such as meals and clothing, while serving as a primary referral hub to connect women with critical community resources.

One hundred percent of the women served by Natalie's Sisters are low income, underserved and marginalized residents of Fayette County. These are women who have been sex-trafficked or sexually exploited through sex work on the streets, in clubs, or as escorts. Most are functionally homeless and an estimated 90% experience substance use disorder, significant mental health challenges, prior incarceration, health issues, and alienation from their families and community. Ages range from under 21 to over 55 with over 80% between the ages of 21-54; at least 30% are women of color. One hundred percent of these women face major physical and mental challenges that

make the road to recovery and reconnection with family and community seem impossible. Every woman in this population has experienced violence and has been sex-trafficked or sexually exploited.

Sexual exploitation and sex-trafficking are multifactorial in their origins and persistence. Disruption of one risk factor rarely allows more than a temporary exit from the cycle of exploitation and the risk of being trafficked. Challenges include chronic and acute homelessness, poverty, substance abuse/addiction, mental health challenges, domestic violence, support system dysfunction, health issues, unemployment or under employment, habitual incarceration, shame, and fear of continued victimization by systems and organizations. In the geographic areas of Lexington where Natalie's Sisters serves, there is evidence that sexual exploitation and sex-trafficking is becoming generational. Mothers, daughters, sisters and even grandmothers within the same families are seeking help at the Natalie's Sisters Drop-in Center. ***Lack of stable and safe housing is repeatedly noted by sex-trafficked and sexually exploited women and those who seek to help them as the biggest barrier to exiting current victimization and the biggest risk of continued/future victimization.***

Although community services are available to address the individual barriers identified above, the women in the target population have difficulty accessing, trusting, or applying for them. Therefore, any plan to address the needs of this population must be comprehensive and long term.

Project Objectives

The specific objectives of this project are to identify, purchase, and make ready two housing units for women who qualify for the Housing Choice Vouchers dedicated to

Natalie's Sisters' clients via the LHA CoC Supportive Housing Grant (project start date August 1, 2022). In the current housing environment, we believe it is critical to the success of the LHA Supportive Housing Grant that Natalie's Sisters have not only dedicated vouchers but also dedicated sources for safe and stable housing for voucher holders.

We have two complementary projects that will support this goal.

1. The Compassionate Housing Collaboration (see attached fact sheet) will seek out landlords who are willing to accept vouchers and *dedicate* housing units to our target population. (Not part of this grant application)
2. Natalie's Sisters will lead by example and pilot the initial foray into dedicated housing by purchasing and making available two housing units for its target population who qualify for vouchers. (The focus of this grant application)

Background

In 2000, Founder and Executive Director, Jani Lewis (a survivor of sexual exploitation) began ministering to women in local adult entertainment clubs as an outreach of Southland Christian Church. Twelve years later the ministry expanded to serve women involved in street level prostitution and other victims of sex trafficking. In 2016, the ministry was launched as an independent non-profit organization and opened the Drop-in Center on North Limestone.

Services offered by Natalie's Sisters

The Director of Client Services and the Client Services Coordinator make critical referrals to community resources and provide selected direct services that are key to transformation for the women served. These include:

| Referrals | Direct Services |
|---|---|
| Housing and shelters | Mail service |
| Community meals and food pantries | Bus passes |
| Medical and dental clinics Paramedicine services | Identification assistance (SSC, birth certificate, etc.) |
| Rehabilitation, detoxification, IOP, MAT | Homeless ID letter |
| Needle exchange | |
| Clothing | |
| Domestic violence | |
| Case management | |
| Furniture | |
| HIV, HepC testing | |
| Insurance | |
| Employment | |
| Legal assistance | |
| Rent/utility assistance | |

In addition to the services provided by social workers, trained volunteers provide the following team-based services:

| | |
|-------------------|--|
| Club Ministry | Team members visit local adult entertainment clubs weekly, providing home-cooked meals, resources, hope and encouragement. |
| Street Drop-off | Team members deliver weekly snack bags and toiletries in targeted geographic areas as an introduction to the ministry. |
| Drop-in Center | A safe retreat offers meals, toiletries, snacks, community resource referrals and an opportunity to model healthy relationships. Shoes, clothing, Narcan |
| Jail and Hospital | Team members visit the jail and local hospitals as needed. This can be a critical time to connect as women are out of their normal environment and often looking for help. |
| Cooking Team | Individuals, families, life groups, clubs and organizations get together to prepare and drop off hot meals or sack lunches for use in various ministry areas. |

As a result of the work of the Natalie's Sisters teams the following services have been provided and are projected:

| Service Statistics | 2021 | 2022 (Jan-May) | 2022 Projected |
|---|-----------|-------------------|-------------------|
| Women served (unique individuals) | 398 | 325 | 425 |
| New women served (never seen before) | 113 | 97 | 233 |
| Total contacts | 3893 | 2,777 | 6,665 |
| Average contacts per woman | 9.8 | 8.5 | 10.6 |
| Monetary value of resources distributed | \$117,000 | \$65,785 | \$157,884 |
| Meals | 8843 | 3,932 | 9437 |
| Snack bags | 4500 | 2,068 | 4963 |
| Clothing packets | 1464 | 845 | 2028 |
| Cold weather gear | 2566 | 1,324 | 3178 |
| Pairs of shoes | 660 | 169 | 405 |
| Toiletry kits | 1490 | 668 | 1603 |
| Community resource referrals | 1500 | 743 | 1783 |

Section One Declarations

1. The property targeted for purchase in the project proposal is located in Fayette County. Natalie's Sisters serves sexually exploited and sex-trafficked women in Fayette County.
2. Natalie's Sisters has a Gold Seal of Transparency Status with GuideStar.
3. Natalie's Sisters is in good standing with the Kentucky Secretary of State.
4. Natalie's Sisters is a faith-based organization and does not proselytize or require attendance at any religious activity in order to receive its services. Funds for this project will not be used to teach, advance, advocate or promote religion.
5. Natalie's Sisters agrees to comply with all local, state and federal laws.

Section 2: Demonstrated Need for Project

Recent headlines and TV news stories have highlighted the worsening affordable housing crisis in Lexington. The demand for housing significantly exceeds the supply and has resulted in waiting lists for Housing Choice Vouchers and for landlords accepting vouchers. Lexington is losing affordable housing units,¹ fewer landlords are willing to participate in the voucher program,² and those units that are available may not be safe or stable for our population.³ In this environment, the population served by Natalie's Sisters cannot compete with potential tenants perceived as more "desirable" by profit motivated landlords. Yet we have observed that women in our population tend to do well if they have access to safe, stable housing in neighborhoods away from their former lifestyle. Of the nine Natalie's Sisters clients granted housing vouchers in 2021, one woman never found housing (voucher expired), two were housed but lost their housing, and *six are still housed and doing well*. This represents a 66% success rate which is highly significant in this population. Therefore, we believe it is imperative to seek out innovative ways to provide housing for the women in this population. The LHA CoC Supportive Housing Grant will provide for eight new dedicated vouchers along with funds for wrap around services provided by Natalie's Sisters as a subrecipient of the grant. As part of that grant, we are tasked with assisting voucher holders in finding

¹ Lexington is losing around 400 affordable housing units every year. (Lex18 4/19/22)

² HUD saw 13% decline in landlord participation in the Voucher program. (Lex18 5/24/22)

³ Lexington landlord charged by LFUCG Human Rights Commission for sexually harassing tenants. (Lexington Herald Leader 2/23/22)

housing. However, due to the environmental pressures discussed above, it will be just as challenging for us to find suitable housing as it is for the women we serve.^{4,5,6} The funds provided by this grant will allow Natalie's Sisters to provide two dedicated housing units supporting the eight LHA CoC Supportive Housing Grant voucher holders.

The status of the current housing environment in Lexington described above along with the increased number of women asking for help supports the critical need for this project. In the first five months of 2022 we have seen 97 new women seeking services through Natalie's Sisters; 35 of those were in May alone. We believe part of the reason for this significant increase is the opioid crisis which Covid magnified and the subsequent increased number of women coming out of sober living houses in Lexington. We estimate that 75% percent of our new clients are part of this population. Currently we estimate approximately 30 women would be ready and would qualify for the eight new dedicated LHA Housing Choice vouchers. However, since the affordable housing inventory has collapsed and is getting worse, we anticipate significant challenges in finding voucher housing for even eight women.

However, behind the discouraging statistics, there are individual stories. Success stories. Mary (not her real name) is one of them and was one of the nine voucher holders in 2021. Mary is a single mom Natalie's Sisters has been working with for about five years. When we first met her, she was wary of everyone at the Drop-in Center. She now recalls, "I thought, how can you people really care about me? But over

⁴ Average rent for one bedroom apartment rises 34.7% in last year to \$1,193 a month. (Lex18 4/19/22)

⁵ Lexington rent increases top among Nation's 100 largest cities. (WKYT 6/3/22)

⁶ Over 800 people on waitlist for Lexington Housing Authority's Housing Choice Voucher Program. (WKYT 6/6/22)

time I realized y'all do care!" Mary worked with our Director of Client Services to complete a housing voucher application. Upon approval she moved into her first apartment after being on the street for five years, dealing with substance use disorder and the loss of custody of her children. "Getting housing was exactly what I needed to do better in the rest of my life!" Today "Mary" enjoys a restored relationship with all her kids, is working on getting full-time employment, and is clean and sober. Our next step will be to help her develop long-term goals – possibly job training or school.

While it is easy to get lost in the tsunami of need, Natalie's Sisters serves and values each "one." We believe each woman helped onto a path of recovery will become a positive ripple effect in her family and in her community. A small duplex (two units) is a manageable start to this process, and we believe it will encourage other potential landlords to participate in the Compassionate Housing Collaboration (see attached). Natalie's Sisters will be able to point to this project as a new paradigm in provision of housing to vulnerable populations while still working within the federal and LFUCG housing framework and guidelines. Additionally, Natalie's Sisters has not been able to access capital grants in the past because we do not own any property. This project will allow us to access grant funding in the future that will support, maintain, and manage the property to the benefit of our target population.

The current property identified as meeting the needs of this project (see sales contract attached) will require updates and safety remediations in order to comply with HUD section 8 housing inspection requirements. We are including in this grant request funding to provide these updates. At the time of the grant application, we had not yet had an opportunity to arrange a comprehensive inspection in order to prepare the

specific list of needed remediations and updates. The inspection will occur shortly after submission of this application. The budget section of the application contains an estimate of needed updates based on the inspection of staff and a review of the HUD Section 8 housing manual and inspection checklist.

Section 3: Applicant Capacity for Project and Meeting ARPA Requirements

Natalie's Sisters maintains staffing consistent with meeting the mission of the organization. Currently this represents an Executive Director who has over 22 years' experience in serving this population and who is considered a resource to other organizations desiring to provide similar services across the US, as well as local and federal anti-trafficking groups. Two social workers provide intake assessments, resource referrals and follow-up. An Office Manager provides administrative support. The Director of Grant Services manages all grants and serves as compliance officer for any restricted or government funded grants (additional information provided below).

Additionally, Natalie's Sisters has recruited and secured a highly dedicated board of directors. Each director provides advice and guidance from their area of expertise that includes law, banking, construction, finance, entrepreneurship, substance use recovery, property management, human resources, and real estate. Resumes for each staff member and board member are attached.

Natalie's Sisters has a positive grant history with LFUCG and local foundations. These grants include:

1. Lexington Housing Authority CoC Supportive Housing Grant: 2022, \$104,621
2. Lexington Leadership Foundation Grant: 2022, \$10,000
3. LFUCG Extended Social Services (ESR) Grant: 2019, \$25,000; 2020, \$37,900.
4. Kentucky Colonels Grants; 2020, \$2,498; 2021, \$2,498; 2022, \$9,157

5. Erie Insurance: 2021, \$1000
6. Her Knight: 2020, \$2,000
7. Lexington Junior League: 2019, \$3,200
8. Bennett Family Foundation: 2019, \$3,000

To date, Natalie's Sisters has not owned any property and therefore has not qualified for any capital grants. Members of the Board of Directors (BOD) for Natalie's Sisters have significant experience with various capital projects and are actively advising the staff on this capital project.

Natalie's Sisters currently holds (as of May 2022) \$536,607 in liquid assets and is securely positioned for the outlay required by this reimbursement grant. Additionally, NS is well positioned to pay for any contingencies/cost overruns exceeding the requested funding.

Natalie's Sisters is well positioned to manage this grant, if awarded. Debra Nickell has managed the grant portfolio for Natalie's Sisters for the last two years as a BOD member. She recently resigned from the BOD and accepted the position of Director of Grant Services to manage the LFUCG/LHA CoC Supportive Housing Grant. If Natalie's Sisters is awarded funding for this grant she also will serve as the compliance officer for both grants. Dr. Nickell has extensive grant management experience in the academic arena, serving as Project Director for federal HRSA grants exceeding 1.7 million dollars and for private foundations in excess of \$400,000. She served as a member of the architectural planning committee for a 22.5 million-dollar capital project for a new health science building in Arvada, Colorado and served on the design and implementation team for the UK Medical Center's Critical Care

Tower. She also served as a Planning Commissioner for the City of Lafayette, Colorado.

The Executive Director and the Director of Grant Services (compliance officer) have reviewed pages 31-35 of this RFP regarding certification of compliance for American Rescue Plan Act expenditures and agree to comply with all requirements and to put into place any internal processes needed to ensure compliance during the implementation of this project.

Section 4: Operational Feasibility

Natalie's Sisters developed a "wish list" for a property that could qualify (or could be renovated to qualify) for dedicated housing for our clients who obtain a LHA CoC Supportive Housing Grant vouchers. An MLS search with the desired parameters showed a very limited inventory in Fayette County (2-3 properties) most of which had executed contracts within days of being listed. A suitable property was identified and inspected by the team. An offer was made (contingent on award funding from this grant) and an executed sales contract for 180 A/B Tartan Drive, 40517 was obtained on June 10, 2022. The following timeline was developed for the completion of the project pending a positive award notice.

| | Activity | Proposed Deadlines |
|----------------------|---|--|
| Property Search | ID appropriate property | Completed |
| | Extend offer | Completed |
| | Execute contract | Completed |
| Property Assessment | Detailed inspection of unit A and unit B | July 5, 2022 |
| | Develop comprehensive renovation plan | July 15, 2022 |
| Obtain bids | Obtain renovation bids | July 30, 2022 |
| Award Notice | | August 15, 2022 |
| Property Closing | Closing | On or before September 15 (per contract) |
| | Property set up: utilities, insurance, management company | Prior to closing |
| Tenant rehousing | Unit One | 60 days post-closing |
| | Unit Two | 180 days post-closing |
| Property Renovation | Unit One | 180 days post-closing |
| | Unit Two | 270 days post-closing |
| Inspection/occupancy | Unit One | Prior to Mar 1, 2023 |
| | Unit Two | Prior to Jun 1, 2023 |

The property is currently tenant occupied on a month-to-month basis. The renovations anticipated will not allow for tenant occupancy during the renovation. We do not, however believe it is ethical to create two homeless individuals in order to provide for two others. Therefore, we will offer assistance in locating new housing for the tenants and will stagger the renovation timelines for each unit (allowing up to six months for relocation of the longest tenured tenant). Doing the renovations sequentially as opposed to concurrently will likely be more expensive but also may allow for a learning curve resulting in more efficiency.

Due to multiple extenuating circumstances (tenant occupancy, covid exposures, vacations) a comprehensive inspection could not be obtained prior to submission of this application. Therefore, the renovation estimates provided in the budget section of this proposal are based on property research, team inspection of the property at the time of the offer, generally accepted benchmarks and "retail" pricing (Lowe's/Home Depot). The working assumption after the team inspection is that most items in the property would need updating if not full replacement. Additionally, both units will be converted to one bedroom in order to meet the qualification requirements for the dedicated LHA CoC Supportive Housing voucher holders. A comprehensive inspection is being ordered for shortly after this grant submission from which a more detailed and accurate renovation plan will be developed and from which vendor bids will be requested.

The Director of Grant Services will be responsible for the management of this project and will have access to additional support from the BOD. Natalie's Sisters has an extremely robust and responsive contributor base and will leverage the Compassionate Housing Collaboration to identify additional support for this project, if

needed. Natalie's Sisters has a strong track record with its grantors and, with the purchase of this property, will be able to access capital grants requiring ownership of property.

Despite a volatile real estate market and currently unpredictable construction and energy costs, this project should have no difficulty in meeting the April 30, 2024 deadline. By that date, even if there is a delayed start, the major expenditures for the property will have been completed.

Section 5: Cost Analysis

Natalie's Sisters successfully obtained an executed sales contract for 180 A/B Tartan Drive, Lexington Kentucky, 40517 (see attached) for \$250,000. Closing costs are estimated not to exceed 2% of the sales price (\$5,000). Title insurance is estimated not to exceed \$1,000. The total cost for the purchase of the property is not expected to exceed \$256,000. Comparatives ("comps") were researched and, given the current real estate market and low inventory of suitable properties, the purchase price is deemed reasonable. The calculated price per square foot for this property is \$149.

As discussed in the previous section, a detailed renovation plan is awaiting a comprehensive inspection. The estimates for this application are based on property research, team inspection of the property at the time of the offer, generally accepted benchmarks and "retail" pricing. The estimate for total renovation costs for both units is \$80,655 and represents \$48 per sq. ft. At the time of award notice, a detailed renovation plan with vendor bids will be available.

The total cost of the project, including purchase of the property and renovation of both units is estimated at \$336,655; \$256,000 for property purchase and \$80,655 for renovation. Please see line-item budgets attached.

Summary

This project will serve some of the most marginalized and at-risk residents of Fayette County through an innovative approach to the provision of housing to sexually exploited and sex-trafficked women. It is part of a comprehensive plan to optimize services provided by Natalie's Sisters, the LFUCG Office for Homelessness Prevention and Intervention, and the Lexington Housing Authority. It will also complement ongoing housing initiatives led by the Attorney General's Office of Trafficking and Abuse Prevention and Prosecution.

PROJECT COST ESTIMATES

| | | | |
|-----------------------------|-----------------------|------------|--|
| Purchase | | | |
| Purchase price | \$ | 250,000.00 | |
| Closing costs (2%) | \$ | 5,000.00 | |
| Title insurance | \$ | 1,000.00 | |
| Subtotal | \$ | 256,000.00 | |
| Renovation | Totals for both units | | |
| Roof | \$ | 0 | |
| Electrical | \$ | 3,000.00 | |
| Plumbing | \$ | 2,000.00 | |
| Bathrooms | \$ | 12,000.00 | |
| Kitchens | \$ | 2,000.00 | |
| HVAC | \$ | 14,000.00 | |
| Water heaters | \$ | 2,000.00 | |
| Flooring | \$ | 9,340.00 | |
| Windows and doors | \$ | 4,900.00 | |
| Wall removal/drywall | \$ | 15,000.00 | |
| Paint | \$ | 3,815.00 | |
| Porches | \$ | 2,600.00 | |
| General contractor, permits | \$ | 10,000.00 | |
| Subtotal | \$ | 80,655.00 | |
| TOTAL | \$ | 336,655.00 | |

| Rationale for Renovation Estimates (both units) | | | | |
|---|------------------------------|--------------------------|-----------|--|
| | | Basis for Cost | Est. Cost | Comments |
| Exterior | | | | |
| Drainage | | | | check back doors and foundation |
| Landscape | | | | needs work |
| Driveway | | | | needs resurfacing (asphalt) |
| Sidewalks | | | | check street sidewalks for code infraction |
| Porches | | Estimate Alalya Concrete | 2,600.00 | concrete needs reworked and handrails |
| EXT Doors (4) | | Lowes \$575 per combo | 2,300.00 | replace door and storm door |
| Windows | | Lowes 10 @ 220 ea | 2,200.00 | replace |
| Screens | | | | included with windows |
| Ext lights | | | | |
| Ext outlets | | | | |
| Ext water | | | | |
| Exterior walls | | | | |
| Foundation | | | | crawl space |
| Roof | | | | newer |
| vents | | | | |
| gutters and DS | | | | |
| Electrical | | | | |
| Service | | Electrician estimate | 500.00 | general assessment |
| Smoke/CO | | Electrician estimate | 300.00 | |
| HVAC | | | | |
| Heat/AC | gas | AirTech estimate | 14,000.00 | expect to replace in both units |
| Plumbing | | | | |
| Piping | type | | | |
| Water heater | make, model, age, vent, size | Lowes 40 gallon | 2,000.00 | replace |
| Waste piping | type | Local online estimates | 500.00 | drain/sewer scope service |

| | | | | |
|------------------------------|---------------------|---------------------------|-----------|--|
| Gas venting | | Air Tech estimate | 1,500.00 | assess and repair any leaks |
| INTERIOR | | | | |
| Elec outlets | GFCIs | \$50 per outlet | 2,200.00 | repair/replace 4 GFCI and up to 40 singles |
| Light fixtures | | | | |
| Interior walls | removal and repair | Contractor estimate | 15,000.00 | convert to one bedroom; demo and drywall |
| Interior doors | | | | |
| Kitchen | cabinets | | 500.00 | clean, repair, new hardware |
| | fixtures and drains | Lowes | 500.00 | |
| | appliances | Lowes stove and frig | 1,000.00 | stove and refrigerator in unit one are new |
| Bathroom | fixtures and drains | Lowes fixtures/ con est | 12,000.00 | fully renovate both bathrooms |
| Flooring | plank vinyl | Lowes 3.50 sq ft | 3,500.00 | |
| | installation | Contractor estimate | 2,840.00 | |
| | refinish hardwood | Online estimate \$5/sq ft | 3,000.00 | |
| Paint | labor | Con est 3,500 | 3,500.00 | |
| | supplies | Lowes paint | 315.00 | |
| OTHER | | | | |
| Fencing | | | | |
| Lock and key service (doors) | | Local service estimate | 400.00 | |
| Pest/termite | | | | |
| Tree Service | | | | |
| Gen contractor and permits | | | 10,000.00 | Bathrooms and interior wall renovations |
| | | Total | 80,655.00 | |

Natalie's Sisters, Inc.

Budget Overview: FY_2022 - FY22 P&L

January - December 2022

| | TOTAL |
|---|---------------------|
| Revenue | |
| 100 General Grants | 25,000.00 |
| 101 Foundations | 2,000.00 |
| 102 Religious Institutions | 55,000.00 |
| 103 Individual Contributions | 90,000.00 |
| 104 Fundraising | |
| 104A 104A Actual Events | 17,000.00 |
| 104B 104B Blue Grass Community Foundation | 7,391.08 |
| 104C 104C Christmas Sponsor | 2,500.00 |
| 104D 104D Retail | 1,200.00 |
| 104E 104E Monthly/ENews/Soc Med/Promotions-Bday | 12,000.00 |
| Total 104 Fundraising | 40,091.08 |
| 105 Corporations/Businesses | 7,500.00 |
| 106 In-Kind Donations Received | 119,039.00 |
| Interest Income | 9,600.00 |
| Total Revenue | \$348,230.08 |
| GROSS PROFIT | \$348,230.08 |
| Expenditures | |
| 10 Travel | |
| 10A Mileage | 200.00 |
| 10B Sister Transportation | 1,000.00 |
| Total 10 Travel | 1,200.00 |
| 13 Staff & Board Development | 750.00 |
| 18 Food-Toiletries-Kitchen Supplie | |
| 18A Club Ministry | 1,000.00 |
| 18B Center Ministry | 8,300.00 |
| 18C Drop Off Ministry | 1,500.00 |
| Total 18 Food-Toiletries-Kitchen Supplie | 10,800.00 |
| 19 Special Events - Gifts | |
| 19B 19B Club Ministry - Christmas | 1,000.00 |
| 19C 19C Street Ministry - Christmas | 4,500.00 |
| 19D 19D BOD - Staff - Volunteer Gifts | 800.00 |
| 19E 19E Club Ministry - Other | 300.00 |
| 19F 19F Street Ministry - Other | 200.00 |
| 19G 19G Street Ministry - Thanksgiving | 1,200.00 |
| 19H 19H Club Ministry - Thanksgiving | 500.00 |
| 19I 19I Club Special Projects | 1,000.00 |
| 19J 19J Sister's Day | 100.00 |
| 19K 19K Club Gas Cards | 250.00 |
| Total 19 Special Events - Gifts | 9,850.00 |
| 2 Salary, Benefits, and PR Taxes | |
| 1 Staff Salary | 141,000.00 |
| 2A FICA | 10,800.00 |

Natalie's Sisters, Inc.

Budget Overview: FY_2022 - FY22 P&L

January - December 2022

| | TOTAL |
|---|-------------------|
| 2G Staff Health Insurance | 2,910.00 |
| 2H Bonuses | 3,000.00 |
| 2I Payroll Cost | 1,140.00 |
| 2J Contract Labor | 100.00 |
| Total 2 Salary, Benefits, and PR Taxes | 158,950.00 |
| 20 Publications/Bibles/Bible Studi | 300.00 |
| 21 Identification Expenses/Background Checks | 200.00 |
| 31 Clothing/Toiletries at Drop-In | 300.00 |
| 32 Tax Prep and CPA Services | 1,500.00 |
| 32A Audit | 6,000.00 |
| Total 32 Tax Prep and CPA Services | 7,500.00 |
| 35 Benevolence | 500.00 |
| 40 Office Expenses | |
| 11 Equip./Equip. Maintenance | 2,000.00 |
| 12 Office Supplies | 1,200.00 |
| 14 Printing & Copying | 1,500.00 |
| 16 Postage | 1,500.00 |
| 36 Center Cleaning and Maintenance | 1,000.00 |
| 38 Membership/Subscription/License | 1,700.00 |
| 42 Bloomerang Donor Database | 1,600.00 |
| 43 Charity Tracker Client Database | 648.00 |
| 6 Center Furnishings / Furniture | 1,000.00 |
| Total 40 Office Expenses | 12,148.00 |
| 50 Occupancy Costs | |
| 15 IT/Phone/Internet/Security | 2,350.00 |
| 17 Pest Control | 300.00 |
| 22 Utilities | 2,500.00 |
| 33 Rent | 12,600.00 |
| 39 Snow Removal | 300.00 |
| 4 Repairs (plumbing-electric) | 250.00 |
| 44 Landscaping | 400.00 |
| Total 50 Occupancy Costs | 18,700.00 |
| 60 Insurance Expense | |
| 23 Board Insurance | 1,500.00 |
| 2F Workers Comp. Ins. | 2,000.00 |
| 41 Contents Ins | 450.00 |
| 5 Prof. & General Lia. Ins | 3,900.00 |
| Total 60 Insurance Expense | 7,850.00 |
| 80 Development | |
| 27 Non-Event | 1,500.00 |
| 34 Events | 8,000.00 |
| 37 T-Shirts | 2,700.00 |
| Total 80 Development | 12,200.00 |

Natalie's Sisters, Inc.

Budget Overview: FY_2022 - FY22 P&L

January - December 2022

| | TOTAL |
|---|----------------------|
| 90 In-Kind Gifts Distributed | |
| 90A Food | 78,924.00 |
| 90B Christmas | 3,800.00 |
| 90C Personal | 35,685.00 |
| 90D Bus Passes | 500.00 |
| 90E Bibles/Books | 130.00 |
| Total 90 In-Kind Gifts Distributed | 119,039.00 |
| Total Expenditures | \$360,287.00 |
| NET OPERATING REVENUE | \$ -12,056.92 |
| NET REVENUE | \$ -12,056.92 |

Property Address 180 Tartan Drive Lexington, KY Zip Code 40517 Contract # 41048-180



OFFER TO PURCHASE CONTRACT

(This form prepared by the Lexington-Bluegrass Association of REALTORS for exclusive use of members)



Date 06/09/2022

1. BUYER offers and agrees to pay the sum of \$ 250,000 through Keller Williams Greater Lex. and Kentucky Real Estate Group for the following property located in Fayette County County, Kentucky, and more particularly described as follows: 180 Tartan Dr. Unit A and B

with all improvements thereon, plus all articles so attached or built in which, if removed, would leave the premises in a damaged, incomplete, or unfinished condition, plus the following items that will convey with the property:

All appliances to convey excluding washer and dryers, all window blinds to convey with property

2. **EARNEST MONEY:** As evidence of BUYER'S good faith to bind this contract, earnest money in the sum of \$ 5000 check cash is hereby deposited in escrow with Kentucky Real Estate Group to be credited to BUYER at closing. Said earnest money shall only be removed from said escrow account pursuant to KRS 324.111.

3. **BALANCE OF PURCHASE PRICE:** To be paid as follows:

(a) **CASH:** The balance of the purchase price in the amount of \$ 245,000 shall be paid on delivery of deed.

(b) **NEW FINANCING:** Balance of down payment (\$) on delivery of deed, and mortgage portion of the purchase price as follows:

BUYER to obtain a loan in the amount of \$ at an interest rate not to exceed %.
(Conv, FHA, VA)

This loan (with a maximum adjustment for first adjustment period %, maximum adjustment for life of the loan %) to be amortized for a period of years, with monthly payments of approximately \$ for principal and interest and a total approximate payment of \$ which would include taxes, insurance, but does not include mandatory association fees of \$ per . (BUYER/SELLER) agrees to pay necessary discount fee not to exceed % of new loan amount.

BUYER agrees to apply for and lock in the above-mentioned loan within five (5) calendar days from the date of acceptance of this CONTRACT and shall proceed with due diligence to obtain financing. Should BUYER be unable to obtain financing, this CONTRACT shall be null and void, and the earnest money shall be refunded to Buyer. BUYER agrees to pay own closing costs and prepaid items at time of closing.

FHA/VA SALE ONLY: It is expressly agreed that notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits otherwise unless the purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the appraised value of the property of not less than \$ (should be at least the sales price). The Purchaser shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the U.S. Department of Housing and Urban Development (HUD) will insure. HUD does not warrant the value nor the condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

REAL ESTATE CERTIFICATION
We, the borrower, seller, and the selling real estate agent or broker involved in the sales transaction certify by our signatures below that the terms and conditions of the sales contract are true to the best of our knowledge and belief, and that any other agreement entered into by any of these parties in connection with this real estate transaction is part of, or attached to, the sales agreement.

We fully understand that it is a Federal crime, punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, U.S.C., Section 1014.

The undersigned hereby certify that they have read the above regarding FHA/VA transactions.

| | |
|-------------|---------------|
| | |
| | |
| | |
| Buyer Agent | Closing Agent |

1

| | | | |
|------------------|-----------|-------------------|-----------|
| | | | |
| BUYER'S Initials | Date/Time | BUYER'S Initials | Date/Time |
| | | SELLER'S Initials | Date/Time |
| | | SELLER'S Initials | Date/Time |

Property Address 180 Tartan Drive Lexington, KY **Zip Code** 40517 **Contract #** 41048-180

(c) **LOAN ASSUMPTION:** (See addendum Form #42)

- 4. **PRORATION:** All rents, taxes, interest, association fees, and assessments shall be adjusted and prorated to date of transfer of deed.
- 5. **RENT DEPOSITS:** Rental security deposits and advance rents shall be transferred by SELLER to the BUYER at closing.
- 6. **RISK OF LOSS:** All risk of loss or damage to the premises by fire or other casualty or cause shall remain with SELLER until date of closing. If, prior to closing, the premises shall be so damaged and the cost of repair is less than ten (10) % of the purchase price herein, SELLER shall, at his/her cost, promptly repair said damage in a good and workmanlike manner. If the costs of said repairs exceed ten (10) % of the purchase price herein, BUYER shall have the option to declare this contract null and void, and receive a refund of the earnest money deposit, or BUYER may complete settlement, accepting the premises as damaged together with the proceeds of any insurance payable as a result of such damage. SELLER shall maintain adequate insurance in effect until closing for the benefit of both parties.
- 7. **INSPECTIONS:** The parties hereto acknowledge that the Realtors do not recommend inspection companies or other vendors. All inspections are to be ordered by the BUYER, (unless otherwise provided herein) paid for by the BUYER and shall be ordered from companies that are recognized in their respective industries as being qualified to make the required inspection, and licensed, where possible. The parties hereto release the above Realtors and real estate companies from, and waive, any and all claims arising out of or connected with any services or products provided by any vendor.
 - (a) Until closing, SELLER agrees to maintain property, its systems, appliances and equipment in normal operating condition, and to keep the roof water-tight and to maintain the grounds unless agreed otherwise in writing.
 - (b) BUYERS and/or their representatives shall have reasonable access and right of entry to the premises for the purpose of conducting the below inspections. It is understood and agreed that at closing, the BUYER accepts the property as satisfactory, unless otherwise agreed in writing and that the SELLER and REALTOR(s) shall have no further responsibility with reference thereto to BUYER. Any representations shall terminate at the time of closing and neither SELLER nor SELLER's REALTOR makes any representations as to operation and condition of the property and its improvements.
 - (c) **WOOD DESTROYING INSECT INFESTATION INSPECTION:** Prior to closing, BUYER may obtain and pay for (except in VA sale, where payment is to be made by SELLER as required by law, VA Form 26-8850/HUD 92053), a wood destroying insect infestation inspection certificate for all of the property and its improvements signed by a technician (certified by the Kentucky division of Pesticides and employed by a duly insured and Kentucky Licensed structural pest control person). Said certificate shall clearly indicate that all improvements located on the property were inspected. SELLER shall remove all personal belongings and/or debris that might obstruct a thorough inspection of the property and its improvements both on the inside and outside of the improvements.

In the event of visible evidence of active wood destroying insects is observed, SELLER shall, at SELLER's expense, have the property properly treated by a qualified technician prior to closing, and present proof of said treatment to the BUYER at closing. In the event visible damage from active or prior infestation is noted, repairs shall be made by the SELLER prior to closing if said repairs can be made for an amount not exceeding one percent (1%) of the sales price. However, if the cost of said repairs exceeds said amount, the payment for said repairs shall be negotiated in good faith between BUYER and SELLER within three (3) calendar days of receipt of said certificate. If the BUYER and SELLER cannot agree on payment for the repairs, this contract is voidable at the option of either party and earnest money refunded to BUYER.

(d) **OTHER INSPECTIONS (CHECK ONE OF THE 3 CONDITIONS)**

(1) The BUYER hereby agrees that he/she has inspected the property and hereby accepts the property and its improvements in its present "**AS-IS**" condition; with no warranties, expressed or implied, by SELLER and/or Realtors.

OR

(2) The BUYER hereby agrees that he/she has inspected the property and hereby accepts the property and its improvements in its present "**AS-IS**" condition; with no warranties, expressed or implied, by SELLER and/or Realtors. BUYER may have the property inspected and may declare the contract null and void, with earnest money returned to the BUYER, by notifying SELLER or SELLER's agent in writing within _____ days from contract acceptance. Failure to

BUYER'S Initials _____ Date/Time _____
 BUYER'S Initials _____ Date/Time _____
 SELLER'S Initials _____ Date/Time _____
 SELLER'S Initials _____ Date/Time _____

Property Address 180 Tartan Drive Lexington, KY **Zip Code** 40517 **Contract #** 41048-180

have inspection and notify SELLER or SELLER's agent in writing within said time shall constitute a waiver of this inspection clause and an acceptance of the property in its "as-is" condition. The time frame established in this paragraph is an absolute deadline.

*****OR*****

(3) The BUYER accepts the property and its improvements in their "AS-IS" condition as stated here-in, except for the following inspections (mark on line FOLLOWING item): complete property ; OR heating system ; air conditioning system ; plumbing ; electrical systems ; appliances ; roof ; structural ; fireplace/chimney ; septic system ; well/cistern ; radon ; asbestos ; swimming pool ; hot tub/spa ; lead paint ; concrete ; mold ; others _____ . Inspections are not to ascertain the cosmetic imperfections of the real property or personal property that the BUYER has already considered in determining the purchase price. The BUYER understands the SELLER is not required to bring property to the current building code. The BUYER understands that the SELLER is not required to perform the repairs listed in the inspector's report except as agreed in this subsection. **The BUYER understands and agrees that the inspector's report is not a repair list.**

The BUYER has carefully examined the premises and the improvements located thereon, and in making the decision to buy the property, the BUYER is relying wholly and completely upon BUYER's own judgment and the judgment of the BUYER'S inspectors. BUYER understands that SELLER shall not be required to repair any defect disclosed on the Seller's Disclosure of Property Condition.

These inspections shall be ordered by the BUYER and paid for by the BUYER. These inspections must be performed and BUYER must submit in writing to SELLER or SELLER's agent, within _____ days of contract acceptance, a list of any repairs, from inspections report(s), needed to bring the inspected item(s) to their standard operating condition. A request for a monetary allowance without a list of repairs will not constitute compliance with this request. Failure to submit a list of repairs to SELLER or SELLER's agent in writing within said time shall constitute a waiver of this inspection clause and an acceptance of the property in its "as-is" condition. The time frame established in this paragraph is an absolute deadline.

Repairs submitted in compliance with the paragraph above, shall be negotiated in good faith within four (4) days of Buyer submitting repairs to SELLER and/or SELLER's agent. If BUYER and SELLER cannot agree on repairs, this contract is voidable at the option of either party with earnest money refunded to BUYER. If upon failure to agree upon repairs, either party gives notice of intent to void the contract, then the other party shall, within three (3) days of receipt of notice have the right to: if SELLER, agrees to make the necessary repairs, **OR** if BUYER, accepts the property in its as-is condition.

(e) BUYERS shall have the right to reinspect the property within forty-eight (48) hours prior to closing for the sole and exclusive purpose of satisfying themselves that the property is in equal or better condition than it was as of the date of the offer to purchase.

8. DISCLOSURES:

A. SELLER DISCLOSURE OF PROPERTY CONDITION FORM: (CHECK ONE OF THE 2 CONDITIONS)

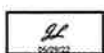


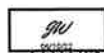
(1) SELLER warrants that there presently exist no known defects which would materially impair the fitness of the Property for its intended use, except as disclosed on said form. Said form, signed by BUYER and SELLER, is incorporated into this contract by reference.

*****OR*****

(2) The Property is new construction and the SELLER/BUILDER is providing a warranty at closing. Said warranty _____ (will/will not) be in writing. Type of builder warranty is _____.

B. LEAD-BASED PAINT HAZARDS: If the house upon subject property was built before 1978, a Disclosure of Information and Acknowledgment of Lead-Based Paint and/or Hazards Addendum, signed by the BUYER and SELLER, shall be incorporated into this contract by reference.

C. SCHOOLS: BUYER understands that current school placements are not guaranteed and may be changed at any time. The BUYER is advised to contact the appropriate board of education.

 _____ Date/Time  _____ Date/Time  _____ Date/Time  _____ Date/Time

Property Address 180 Tartan Drive **Lexington, KY** **Zip Code** 40517 **Contract #** 41048-180

D. **TOTAL LIVING AREA:** BUYER is advised that representations relating to total living area are approximate and are not warranted. The BUYER is advised to make an independent determination of total living area prior to entering into this CONTRACT.

E. **PROPERTY BOUNDARY:** BUYER is advised that representations relating to the property's boundary are believed to be accurate, but are not warranted. The BUYER is advised to have a pinned and staked survey prior to closing.

F. **AGENCY DISCLOSURE:** BUYER and SELLER acknowledge they have received and read a copy of the Consumer Guide to Agency Relationships and the Agency Consent Agreement, as required by 201 KAR 11:400.

G. **OWNER'S TITLE INSURANCE:** BUYER understands that all defects in title may not be discovered by a title examination. BUYER is advised to consult a Real Estate title insurance representative or an attorney regarding Owner's Title insurance.

H. **HOME WARRANTY:** If a home warranty is involved at the time of purchase, the BUYER acknowledges he/she has received and read the entire HOME WARRANTY PROGRAM AGREEMENT and understands the contents of the agreement.

9. **MEDIATION:** Any dispute or claim arising out of or relating to this contract, the breach of this contract, or the services provided in relation to this contract shall be submitted to mediation with a certified mediator. Disputes shall include (among other things) issues relating to representations made by the BUYER, SELLER, any broker, other person or entity in connection with the sale, purchase or financing. Any agreement signed by the parties pursuant to the mediation conference shall be binding.

The following matters are excluded from mediation hereunder: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) enforcement of a mechanic's lien; or (d) any matter which is within the jurisdiction of a probate court. The filing of a judicial action to enable the recording of a pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

The parties agree that this clause survives the closing.

10. **CLOSING AND TITLE:** The closing shall occur on or before 09/15/2022. At closing an unencumbered marketable title to the property shall be conveyed to BUYER by deed of general warranty with the usual covenants such as any national title company shall insure, free and clear of all liens and encumbrances except (a) such liens and encumbrances as BUYER may specifically approve and (b) easements of record and all restrictions of record as to the use and improvements of the property. Should the title to the property appear defective, SELLER shall have 14 days after receipt of notice from BUYER of such defect or defects within which to correct same at the cost of the SELLER. Should SELLER be unable to correct the defect, this CONTRACT is voidable at option of BUYER and earnest money shall be refunded to BUYER. If the parties to this contract desire that any term of this agreement survive the closing and transfer of deed to BUYER, an agreement must be executed prior to closing acknowledging such an intent.

11. **POSSESSION:** Possession shall be delivered with deed.

12. **ADDENDA:** The following addenda are attached hereto and incorporated herein by reference:

13. **OTHER TERMS AND CONDITIONS** (Have BUYER and SELLER initial, date, and time after each entry. If signing electronically, BUYER and SELLER do not have to sign after each entry.):

This offer is contingent upon receipt of award letter from LFUCG, (RFP-24-2022, ARPA FUNDED NON Profit Capitol Grant Program)

4

| | | | | | | | |
|--|-----------|--|-----------|---|-----------|---|-----------|
| <div style="border: 1px solid black; width: 40px; height: 20px; display: inline-block; margin-bottom: 5px;"></div> BUYER'S Initials | Date/Time | <div style="border: 1px solid black; width: 40px; height: 20px; display: inline-block; margin-bottom: 5px;"></div> BUYER'S Initials | Date/Time | <div style="border: 1px solid black; width: 40px; height: 20px; display: inline-block; margin-bottom: 5px;"></div> SELLER'S Initials | Date/Time | <div style="border: 1px solid black; width: 40px; height: 20px; display: inline-block; margin-bottom: 5px;"></div> SELLER'S Initials | Date/Time |
|--|-----------|--|-----------|---|-----------|---|-----------|

Property Address 180 Tartan Drive Lexington, KY Zip Code 40517 Contract # 41048-180

14. **HEIRS, SUCCESSORS, AND ASSIGNS:** The heirs of the SELLER and the successors and assigns of both the SELLER and BUYER are bound under the terms of this CONTRACT.

15. **ASSIGNMENT:** Buyers shall not assign rights or obligations under this Agreement in whole or in part, without the prior written approval of the Seller except to Buyer family members or business entities in which Buyer holds a principal interest.

Buyer may assign the contract to: _____

16. **CONTRACT INTERPRETATION:** This CONTRACT shall be interpreted according to the laws of the Commonwealth of Kentucky. Use of singular for BUYER and SELLER includes all buyers and sellers, if more than one.

17. **FAIR HOUSING:** The SELLER and BUYER acknowledge receipt of a copy of the brochure titled "What Kentucky's Fair Housing Law Means" provided by the listing/selling Realtors. This property was offered for sale without regard to race, color, sex, religion, national origin, handicap, familial status, or sexual orientation.

18. **ACKNOWLEDGEMENT:** The BUYER and SELLER acknowledge that a licensee in this transaction may receive a fee, salaries, compensation or other payments for services actually performed or rendered from any service provider.

19. **EXCHANGE:** BUYER and/or SELLER may elect to treat this transaction as an exchange under IRC Section 1031 at no cost or liability to the other party.

20. **DEFAULT:** In the event of default, the parties may pursue all available legal remedies. Should a default occur and legal action is instituted, the prevailing party shall be entitled to recover all costs, including a reasonable attorney's fee. In the event the BUYER defaults, this clause shall operate as an assignment to the broker(s), who would have received a commission, of the SELLER'S right to recover damages from the BUYER in an amount equal to such commission. Should legal action be instituted to collect under this assignment, the Broker(s) shall be entitled to receive all costs, including a reasonable attorney's fee. The parties further agree that such assignment shall survive both this CONTRACT and any release or waiver which is not signed by the Broker(s).

21. **TRID CLOSING DISCLOSURE:** All parties to this transaction, including buyers, sellers, real estate agents, lender and closing agents acknowledge that the TRID Closing Disclosure, the Buyers' Statement, the Sellers' Statement or any other summary form of the transaction does not contain non-public information and may be disclosed to any of the above referenced parties.

We have read this contract, fully understand the contents thereof, understand and agree that this is the entire agreement between the parties. WE UNDERSTAND THAT ONCE EXECUTED BY ALL PARTIES, THIS CONTRACT BECOMES LEGALLY BINDING. We further acknowledge that we are not relying on any verbal statements or representations, made by either the SELLER, BUYER or the REALTORS, either expressly or implicitly, warranting the property, its size, construction, condition or materials used, nor any of the fixtures, appliances, appurtenances, or amenities. If you do not understand any part of this document you should seek legal and/or accounting advice. We acknowledge receipt of this CONTRACT.

This offer to be accepted on or before 06/10/2022

| | | | |
|--|--|---|---|
| <u>Joy Buchanan</u> REALTOR (Print/Type) | <u>Jane Levin, Executive Director</u> BUYER'S Signature | <u>06/09/22 11:30 AM EDT</u> Date and Time | <u>Natalie's Sisters Inc.</u> BUYER (Print/Type) |
| Brokerage/Company Name <u>Kentucky Real Estate Group</u> | | | Broker's Name <u>Judy Rola</u> |
| Office # <u>558</u> | | | |
| Broker License # <u>51418</u> | LBAR Agent # <u>41048</u> | | KREC Agent License # <u>191756</u> |
| Agent Email <u>joyjbuchanan@gmail.com</u> | | | Agent phone Number <u>859-321-4663</u> |

The above offer is hereby accepted this 10 day of June 2022.

| | | | |
|---|--|--|---|
| <u>Cathie Witt-Pyle</u> REALTOR (Print/Type) | <u>Jennifer Wilson</u> SELLER'S Signature | <u>06/10/22 9:40 PM EDT</u> Date and Time | <u>Jennifer Wilson</u> SELLER (Print/Type) |
| Brokerage/Company Name <u>Keller Williams Greater Lexington</u> | | | Broker's Name <u>Donna Sullivan</u> |
| Office # <u>1232</u> | <u>Jeremy Wilson</u> SELLER'S Signature | <u>06/10/22 9:39 PM EDT</u> Date and Time | <u>Jeremy Wilson</u> SELLER (Print/Type) |
| Broker License # <u>184399</u> | LBAR Agent # <u>63010</u> | | KREC Agent License # <u>210206</u> |
| Agent Email <u>cathiewitt@gmail.com</u> | | | Agent phone Number <u>859-248-2749</u> |

| | | | | | | | |
|-------------------------------|--------------------|-------------------------------|--------------------|--------------------------------|--------------------|--------------------------------|--------------------|
| <u>JL</u> BUYER'S Initials | _____ Date/Time | <u>JR</u> BUYER'S Initials | _____ Date/Time | <u>JW</u> SELLER'S Initials | _____ Date/Time | <u>JW</u> SELLER'S Initials | _____ Date/Time |
|-------------------------------|--------------------|-------------------------------|--------------------|--------------------------------|--------------------|--------------------------------|--------------------|

For our most vulnerable residents, how to find affordable housing is the wrong question

The **Compassionate Housing Collaboration** (CHC) is an independent group supporting the Housing First approach and the Lexington Office for Homelessness Prevention and Intervention. The CHC is a faith-based group of individuals and organizations who seek to provide or support housing options for homeless individuals served by local faith-based, non-profit organizations.

During this perfect storm of increasing homelessness and decreasing availability of stable and safe housing at any price, the CHC believes there is an approach whose time has come. We believe there are key individuals who will see the provision of rental housing to the underserved and vulnerable as a mission and a ministry, rather than a business opportunity. We believe there are individuals who will step up to provide housing *regardless of the worthiness of the tenant*.

When profit and risk management are the priorities, no landlord would rationally choose one of our clients over a long waiting list of employed, stable, sober, felony-free candidates. However, when grace is the priority, the people we serve move to the top of the list.

Initially we will start with a pilot project by taking on the needs of one group of vulnerable and high-risk (sexually exploited/sex-trafficked) women served by Natalie's Sisters. The organization has been awarded a LFUCG grant to identify and provide services to eight women through a housing voucher program. Natalie's Sisters is looking for eight dedicated units to provide safe and stable housing in addition to the comprehensive services they currently offer.

Interested? Here's how you can get involved:

Do you own apartments or other types of housing and are willing to *discuss the possibility of one* of those units serving a ministry? (You would still receive rent.)

Can you reach out to those you know who own housing and tell them about the collaboration?

Do you have a skill or trade that could assist in the identification, selection, purchase, renovation, or management of such housing?

Are you a member of a local church?
Do you care about at-risk and vulnerable people?

Recently in the news...

Average rent for one bedroom apartment rises 34.7% in last year to \$1,193 a month. (Lex18 4/19/22)

Lexington is losing around 400 affordable housing units every year. (Lex18 4/19/22)

Lexington rent increases top among Nation's 100 largest cities. (WKYT 6/3/22)

Over 800 people on waitlist for Lexington Housing Authority's Housing Choice Voucher Program. (WKYT 6/6/22)

HUD saw 13% decline in landlord participation in the Voucher Program. (Lex18 5/24/22)

Lexington landlord charged by LFUCG Human Rights Commission for sexually harassing tenants. (Lexington Herald Leader 2/23/22)

Contact Deb Nickell
Director of Grant Services
Natalie's Sisters
Deb@nataliessisters.org
859.421.7268
www.nataliessisters.org

NATALIE'S
SISTERS

Devon Penn

(502) 316 – 3761

Devon.penn@uky.edu

EDUCATION:

University of Kentucky

Bachelor of Science in Social Work

Graduation May 26, 2022

- 121 social work credit hours completed
- Completed the course, Strategies and Innovations in using CANS-Trauma and FANS-Trauma in Practice from The National Child Traumatic Stress Network

EXPERIENCE:

Practicum Student

Natalie's Sisters, Lexington, Ky

January 2022 – April 2022

- Helped connect Ladies with resources
- Aided in the organization and handing out of food and supplies
- Performed intakes for new ladies

Resource Coordinator Intern

January 2020 – May 2020

Omni Visions Foster Care, Lexington, KY

- Create case plans as well as treatment and supervision plans for foster kids
- Participated in around 50 home visits
- Performed emergency placements

Teacher

June 2019 - August 2019

Grace Early Learning Center, Georgetown, KY

- Worked with 5 classes consisting of 12-20 kids ages 1-5
- Coordinated activities and provided basic care for the children
- Communicated with the children's parents about the wellbeing of the child

Front Office Assistant

August 2017 - May 2018

Royal Spring Middle School, Georgetown, KY

- Recorded informational data in the computer and cataloged paperwork
- Demonstrated flexibility when assisting with urgent matters around the school
- Answered the phone and greeted visitors

COMMUNITY INVOLVEMENT:

Volunteer, Not Alone Pregnancy Center, Georgetown, KY

August 2018 - December 2018

- Connected expecting moms to resources
- Organized baby clothes and helped expecting moms find supplies

Child Care Provider, Southland, Georgetown, KY

August 2015 - July 2018

- Led children's art activities based on bible stories
- Watched and cared for the children while church service was occurring

Jani Lewis
jani@nataliessisters.org
859-533-5946

Education

Lafayette High School, Lexington, KY
University of Kentucky, Lexington, KY (English/Communications)

Employment

Executive Director

Natalie's Sisters, 2016–present

Responsible for successful development and leadership of the ministry; organizational vision and strategic planning; implementation and evaluation of programs and services; monitoring of day-to-day delivery of programs and services to maintain or improve quality; development and implementation of Staff Evaluations and job descriptions; establishment of a positive, healthy and safe work environment; oversight of annual budget; establishment of working relationships with community groups, funders, politicians, and others to help achieve goals of the organization.

Administrative Assistant, Outreach Team

Southland Christian Church, 2000–2015

Responsible for refining and implementing local community outreach strategy; program development; special events coordination; writing/editing online and print publications; development of Bruised Reed and Natalie's Sisters ministries; recruitment, training and oversight of 200+ volunteers.

Executive Assistant to the President

Community Ventures Corporation, 1995-2000

Responsible for media relations; special events coordination; administration; correspondence; travel, writing/editing print publications; liaison to Board of Directors.

Assistant Account Executive/Public Relations Coordinator

Meridian Communications, 1983-1995

Responsible for media relations; special events coordination; liaison between clients and agency departments. Primary clients included Toyota Motor Manufacturing, National Association for Plastic Container Recovery, Radisson Plaza Hotel Lexington.

Volunteer:

Voices of Hope Community Council, 2019
The Refuge for Women, Board Member, 2009-2013
The Nile Ministries Advisory Council, 2003-2005
Short-term missions to Haiti, 1994-2000

MELINDA GUEST
845 HARLAN DRIVE, NICHOLASVILLE, KY 40356
859-229-9252

EXPERIENCE

2019-CURRENT

OFFICE MANAGER – NATALIE’S SISTERS

- Reconcile checking, savings, and other financial bank accounts with QuickBooks
- Pay bills including utilities, rent, insurance, etc.
- Donation Management
- Keep office supplies stocked at Drop-In Center/order as needed
- Pick up and drop off to PO box mail weekly
- Assist staff with administrative duties including filing, typing, scanning, copying, printing, organizing, etc.
- Maintain and update website
- Maintain Care Calendar
- Maintain staff sick/holiday/vacation hours
- Maintain general Center upkeep and cleaning
- Timely communication with people regarding donating items and volunteer opportunities

2019 – 2013

ACCOUNTS RECEIVABLE SPECIALIST - ABACUS MEDICAL BILLING

- Maintained account receivables for three practices
- Prepared and submitted billing data and medical claims to insurance companies
- Ensured the patient’s medical information is accurate and up to date
- Followed up on missed payments and resolved financial discrepancies
- Investigated and appealed denied claims
- Daily reconciliation of twelve clients

1988 – 2013

Office Manager – Commonwealth Gastroenterology/CSGA

- Develops and implements office policies and procedures
- Supervises, trains, and evaluates administrative staff
- Sets the staffing schedule and approves paid time off
- Hires and onboards new administrative staff
- Developed and implemented office policies and procedures
- Supervised office and medical staff
- Maintained medical and staff records
- Liaison with doctors and nurses to identify potential office dysfunctions
- Ensure compliance with current healthcare regulations

DEBRA F. NICKELL, PhD, MBA, PA-C
848 Overview Drive
Lexington, KY 40503
debrafnickell@gmail.com cell: 859.421.7268

Education and Development

- Faculty for undergraduate and graduate level courses
- Designed and implemented online/live clinician learning programs bridging the needs of credentialing, on-boarding, compliance, engagement, performance assessment, CME and the goals of the organization
- Designed and developed competency-based curriculum for physician assistants, medical students and residents emphasizing interprofessional collaborative practice
- Directed a grant-funded academic detailing program providing onsite delivery of evidence-based CME to Kentucky physicians

Service, Leadership and Collaboration

- Reputation for building strong, synergistic, interprofessional, mission driven teams
- Community volunteer in areas of substance abuse, incarceration, mental health, workforce
- Developed and implemented service learning events, curriculum and immersion activities (e.g., state wide health fairs, rural and international rotations, workforce coaching and pipeline, interprofessional events, access events, community volunteerism, mentorship in student governance)
- Increased employer satisfaction with program graduates
- Increased program recognition nationally
- Created the Colorado Collaboration for Rural Health Access (bringing together partners such as Colorado Municipal League, Colorado Counties, Inc., Special District Association, Colorado Center for Rural Health, and the Colorado Health Foundation)
- Built strong relationships with both the Kentucky and Colorado AHECs and Centers for Rural Health

Management and Strategic Planning

- Provided goal driven, strategic planning while managing daily operations
- Developed a new physician assistant program with a nationally recognized and innovative curriculum from “paper” to accredited and operational in two years
- Led a physician assistant program from failing to nationally recognized and uniquely innovative in seven years
- Led organizational level decision making teams tasked with selection and implementation of EMR, Clinical Tracking Systems, Compliance/Quality, and Learning Management systems

Academic, Regulatory, Advocacy and Accreditation

- Department Chair and State Discipline Chair for health professions
- Successfully led three ARC-PA accreditation site visits culminating in favorable accreditation decisions
- Successfully led two Higher Learning Commission accreditation site visits
- Gained the support of the Colorado legislature to change state law. This allowed Red Rocks Community College to be the first community college in the United States to confer its own master’s degree

Financial

- Increased department revenues while remaining at 60% of the national mean for tuition
- Increased department grant funding by almost one million dollars
- As department administrator, increased cash at time of service and reduced expenses for a hospital-based department
- Developed a PA program for the first for-profit medical school in the US. Projected revenues to exceed 4.2 million and estimated margin to exceed 20% within first two years in operation

Operations and Facilities

- Member of architectural design committee for 22.5M health professions building
- Served as a city planning commissioner
- Served on the design and implementation team for a 20M critical care tower
- Developed comprehensive plans for simulation and “live” health care clinics
- Developed policies and standard operating procedures for every level of the organization

EDUCATION

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|-----------|---|
| PhD, 2010 | University of Kentucky, College of Communications, Health Communication |
| BS, 1997 | University of Kentucky, College of Health Sciences, Physician Assistant |
| MBA, 1988 | University of Dallas, College of Business, Health Services Management |
| BS, 1976 | University of Kentucky, College of Agriculture, Animal Science/Food Science |

EMPLOYMENT

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|---|--|
| Natalie’s Sisters Lexington, KY | June 1, 2022- present Director of Grant Services |
| Lexington Latin School Lexington, KY | August 2020-2022 Health Director, Faculty |
| Morehouse School of Medicine Atlanta, GA | August 2019-June 2021 Interim Academic Director, Physician Assistant Studies |
| Self-Employed | August 2018-present Curriculum Consultant /Adjunct Instructor |
| Rocky Vista University Parker, CO | April 2016-August 2018 Founding Program Director Associate Professor, Physician Assistant Studies College of Medicine |
| Evolution Health Dallas, TX | June 2015-April 2016 National Director of Education Clinician onboarding, engagement, learning |

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|---|---|
| <p>Red Rocks Community College Lakewood, CO</p> | <p>June 2008-June 2015 Program Director, Physician Assistant Program Chair, Health Professions State Discipline Chair Part time faculty (June 2015-December 2015)</p> |
| <p>Tri-County Medical Center Erie, CO</p> | <p>2008-2012 Physician Assistant, Family Medicine Part time clinical (in association with faculty position)</p> |
| <p>Rocky Mountain Urgent Care Longmont, CO</p> | <p>2008-2009 Physician Assistant Part time clinical (in association with faculty position)</p> |
| <p>The New Lexington Clinic Lexington, KY</p> | <p>1999-2008 Physician Assistant Family Practice and Immediate Care</p> |
| <p>University of Kentucky Lexington, Kentucky</p> | <p>2006-2008 Faculty, Sr. Clinical Coordinator, Lecturer Division of PA Studies, College of Health Sciences</p> |
| | <p>2004-2006 Senior Executive Officer (grant funded project) Drug and Therapeutic Information Service College of Pharmacy</p> |
| | <p>1997-1999 Physician Assistant Division of Cardiology Electrophysiology Section</p> |
| | <p>1991-1996 Administrator, Department of Emergency Medicine EMS Training Center</p> |
| | <p>1989-1991 Teaching Assistant, College of Communications</p> |
| <p>Voluntary Hospitals of America Irving, TX</p> | <p>1988-1989 (post-internship) Manager, Clinical Financial Information System</p> |
| <p>University of Dallas Irving, TX</p> | <p>1987-1988 Graduate Assistant to the Program Director Health Services Management</p> |

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|---|--|
| G.D. Searle and Company Skokie, IL (Remote) | 1983-1987 Clinical Research Manager |
| Merrell-Dow Pharmaceuticals, Inc. Cincinnati, OH | 1980-1983 Clinical Research Manager Medical Editor |
| Wyeth Labs, Inc. Mason, MI | 1977-1980 Quality Analyst, Infant Nutrition Division |

SERVICE AND MEMBERSHIP

Natalie's Sisters, Board of Directors, outreach and services to women
 Fellow, Physician Assistants in Hospice and Palliative Care
 Fellow, American Academy of Physician Assistants
 Past Member, Government Affairs Committee, Colorado Academy of Physician Assistants, 2016
 Lead Team, Thrive, Community outreach providing employment coaching
 Adjunct Instructor, Department of Internal Medicine, University of North Texas Health Science Center
 Texas College of Osteopathic Medicine, 2015-2018
 Foster Parent, Boulder County, Colorado 2011-2014
 Member, Architectural Planning Committee, Arvada Campus, Red Rocks Community College
 Health Sciences Building (\$22.5 M), 2014-2015
 Member, Ethics Council, Physician Assistant Education Association, 2013-2015
 Planning Commissioner, City of Lafayette, Colorado, 2011-2015
 Medical Consultant, Site Visit Team, Musana, Life in Abundance, Flatirons Community Church
 Uganda, Kenya, South Sudan, October 2011
 Medical Team Leader, SOZO International, Afghanistan
 October 2005, May 2006, April 2008, March 2010, November 2010, December 2012, October
 2015
 Colorado Network of Women Leaders, Academic Management Institute, 2010-2011
 Medical Team Member (Clinical Rotation), Shillong, Meghalaya, India, Jan 5 - 27, 1997
 Medical Team Leader, medical relief, Port Au Paix, Haiti, Dec 26, 1995 - Jan 6, 1996

GRANTS

Project Director, Department of Health and Human Services, Health Resources and Services
 Administration. Award number T0BHP28562-01-00. Primary Care Training and Enhancement
 7/1/2015-6/30/2020; \$972,891

Project Director, The Colorado Health Foundation. Building Colorado's Primary Care Workforce
 3/2012-3/2014, \$307,079
 3/2014-7/2015, \$108,333

Project Director, Department of Health and Human Services, Health Resources and Services
 Administration. Award number T88HP20929-01-00. Expansion of Physician Assistant Training Program
 9/30/2010-9/29/2015; \$399,495

Project Director, Department of Health and Human Services, Health Resources and Services Administration. Award number D57HP10165-04-00. Grants for Physician Assistants Training 7/1/2007-6/30/2010; \$328,977

PUBLICATIONS/PRESENTATIONS

Natale, A., Beheiry, S., Tomassoni, G. F., Leonelli, F. M., Rajkovich, K., Wides, B., Nickell, D. F. (1999, May). Safety of Outpatient Based Internal Atrial Cardioversion. NASPE, Annual Scientific Sessions (Abstract) Toronto, Canada.

Nickell, D. F. (2010) Screen Door Medicine: The Informal Medical Consultation. Dissertation, University of Kentucky, United States.

Nickell DF, Rajkovich K, Natale A. (1999.) Are Implantable Cardioverter-Defibrillators Safe in Pregnancy? *Cardiology Review*, 16

Nickell, D. F. (2010) The Informal Medical Consultation: Problematic for Clinicians, Students, Patients or All of the Above? Paper presented at the annual education conference of the Physician Assistant Education Association. Baltimore, MD.

Ruff, C. C., Nickell, D.F. (2017, April). Designing a curriculum and program of assessment around EPAs. Poster session presented at the annual conference of the American Association of Colleges of Osteopathic Medicine. Baltimore, MD.

TEACHING EXPERIENCE

Communications 101, University of Kentucky

Business Communication, Midway College

Management 6365, University of Dallas

Medical Science 102, 206, Fugazzi College

PAS 651 Introduction to the Profession, University of Kentucky

PAS 669, Internal Medicine Clerkship, University of Kentucky

PAS 680, Seminar in PA Studies, University of Kentucky

PAS 842, Elective Clerkship, University of Kentucky

PAS 661, Pediatrics Clerkship, University of Kentucky

PAP 201, 202, 203, 231, 232, 233, Professional Seminar, Red Rocks Community College

PAP 245, 248, Emergency Medicine, Behavioral Medicine Clerkships, Red Rocks Community College

Clinical Ethics, Cultural Competency (invited speaker, Rocky Vista University, College of Osteopathic Medicine)

PAS 651, Intro to the Profession, University of Kentucky (Spring 2020)

PAS 616, Medicine and Society I, Morehouse School of Medicine (Summer 2020)

World Geography, Lexington Latin School, 2020-2022

Rachel Hamilton

EXPERIENCE

Natalie's Sisters, Lexington, KY - Director of Client Services

May 2019 - PRESENT

- Completes intakes with new clients
- Provides services with a client-centered approach
- Makes referrals to providers and local services within the community
- Schedules HIV/Hep C testing and community partner visits
- Supervises Client Services Coordinator, and interns and practicum students as needed

Lexington Rescue Mission, Lexington, KY - Practicum Student

January 2020 - August 2020

- Completed applications and VI-SPDAT's with clients in the Homeless Intervention Program.
- Led a relapse prevention class for female inmates.
- Designed the application for the COVID-19 rent assistance fund and distributed \$20K in COVID-19 ESFP grant funds.

Cabinet for Health and Family Services, Nicholasville, KY - Social Service Worker I

2017- 2018

- Conducted child abuse and neglect investigations.
- Provided court testimony in individual child welfare cases as required
- Supervised support service provision to children and families

Saul Good Restaurant and Pub, Lexington, KY - Server

2015 - 2017

- Multitasked while remaining professional and courteous in a fast-paced environment

Dr. David Marwil, Lexington, KY - Office Assistant

2013 - 2015

- Completed data entry, filed insurance claims and maintained office

EDUCATION

Campbellsville University, Campbellsville, KY - Master of Social Work

January 2019 - August 2020

University of Kentucky, Lexington, KY - Bachelor of Arts Psychology

August 2013 - December 2016

Anna Cox

2024 Twain Ridge Lexington KY 40514 | 706-718-8903 | anna@nataliessisters.org

Objective

To help women trapped in the sex industry obtain necessities through the services we provide.

Education

BA FINE ARTS | 2002 | KENTUCKY WESLEYAN COLLEGE

- Major: Fine Arts
- Related coursework: abstract thinking, Interior design, color theory

EDUCATION | 2005 | COLUMBUS STATE UNIVERSITY

- Major: Education
- Related coursework: Psychology, Interpersonal Relationships, Project Management

Skills & Abilities

MANAGEMENT

- Owned and operated small business focused on empowering women through fashion. Managed a team of 8 consultants.
- Maintains schedules of rotating volunteers, recruitment, and community outreach

SALES

- Worked with suppliers to obtain inventory for my clothing business
- Developed online campaigns
- Organized events focused on community engagement

COMMUNICATION

- Experienced creating and maintaining social media platforms
- Effective communication with team members as well as external entities.

LEADERSHIP

- Leads large group of volunteers on weekly basis to facilitate charitable mission.

Experience

BOARD MEMBER | NATALIE'S SISTERS | 2009-PRESENT

- As board member, help guide the organization, vision, and mission of Natalie's Sisters to reach women in the sex industry.
- As team leader, responsible for daily organization of volunteers and meals, maintains weekly schedule for outreach, security and meals, liaison for external resources and club management.
 - Opened a facility designed to offer meals, clothing, toiletries for women.

- Expansion into the local jail to reach incarcerated women due to the sex industry.
- Converted manual schedule process to monthly automated schedule that increased speed and accuracy of volunteer scheduling.

BOUTIQUE OWNER | LULAROE ANNA COX 2015-2021

- Responsible for inventory, budgeting, revenue, sales, social media campaigns, marketing, and advertising, while providing quality clothing that helped women feel more confident.
 - Exceeded year one sales goals with year over year growth for four years.
 - Managed team of eight consultants to achieve their personal goals.



SHAUN DENNEY

CONTACT INFORMATION

Mobile: (606) 219-1689
Email: shaunddenney@gmail.com
Address: 592 Rosemill Drive, Lexington, KY

OBJECTIVE

Follower of Christ, seeking to use my gifts and calling to serve others and glorify Him.

STRENGTHS

- Communication
- Leadership
- Relationship-building
- Problem Solving
- Collaboration
- Leading Teams
- Writing
- Compassion

EDUCATION HISTORY

UNIVERSITY OF KENTUCKY

Bachelor of Science Accounting,
August 2006 – December 2009
GPA: 4.0

SOUTHERN BAPTIST THEOLOGICAL SEMINARY

Master of Divinity
33 hours completed
GPA: 3.95

VOLUNTEERING

NATALIE'S SISTERS
TREASURER, BOARD MEMBER

ASHLAND AVENUE BAPTIST CHURCH
BIBLE FELLOWSHIP GROUP LEADER
KIDS WORSHIP TEACHER

EXPERIENCE

BUDGET ANALYST, SR

LEXINGTON-FAYETTE URBAN COUNTY COUNCIL, LEXINGTON, KY | JAN 2022 – CURRENT

- Analyze, study, and report information to Councilmembers and the public about the City of Lexington's \$400 million General Fund.
- Collaborate with the Mayor's Finance Administration regarding trends in revenues and operating expenses and discuss the financial impact of decisions in the city.
- Shepherd the Council, including Councilmembers and staff, through the annual budget process from Division hearings to the Council adopted budget.
- Administrate the Budget, Economic Development, and Finance Committee alongside the Budget Chair – developing materials, communicating with stakeholders, and moving agenda items along.
- Provide ongoing communication about the budget to Council offices for constituents and the public in the form of emails, newsletters, and social media.

10TH DISTRICT LEGISLATIVE AIDE

LEXINGTON-FAYETTE URBAN COUNTY COUNCIL, LEXINGTON, KY | JULY 2021 – JAN 2022

- Assisted the Chair of the Budget, Finance, and Economic Development Committee in preparation for monthly committee meetings.
- Researched legislation and current city government trends for their potential impact on the City of Lexington's budget and operations.
- Analyzed data to make recommendations to simplify Council discussions related to Lexington's \$120 million American Rescue Plan Act federal funding.
- Communicated regularly with constituents – addressing their needs and concerns.

CAMPUS PASTOR

SOUTHLAND CHRISTIAN CHURCH, NICHOLASVILLE, KY | AUGUST 2018 – APRIL 2021

- Coordinated ministry across multiple divisions, teams, and campuses.
- Led a diverse team to achieve ministry and organizational goals – providing pastoral support, leadership, problem-solving, and conflict-resolution.
- Communicated to large body of people through weekend services, social media, email, and other forms of communication.
- Collaborated regularly with other campus pastors, ministry division leaders, and members of executive leadership.
- Provided pastoral support to individuals and couples walking through marriage, grief, substance use, and a variety of issues.

EXPERIENCE

GROUPS PASTOR

SOUTHLAND CHRISTIAN CHURCH, NICHOLASVILLE, KY | OCTOBER 2015 – AUGUST 2018

- Led a team of small groups pastors and administrative staff across four Southland campuses in four cities.
- Provided pastoral support, encouragement, and assistance to Groups Pastors and Group Leaders.
- Used data, analysis, and benchmarking to develop a new system of small groups.
- Executed the implementation of a new Groups strategy, which mobilized more people into groups across all campuses. Implementation included technical systems, communications roll out to elders, staff, and attenders.

OUTREACH PASTOR

SOUTHLAND CHRISTIAN CHURCH, NICHOLASVILLE, KY | APRIL 2013 – OCTOBER 2015

- Provided pastoral support and leadership to local outreach staff, and schools, Serve the City, Backpack Program, and Community Garden volunteers.
- Led outreach efforts at four local elementary schools, Serve the City – Danville, and the Community Garden.
- Helped facilitate the connection of families to Helping Through Him to meet tangible physical needs.
- Oversaw the expansion of the Backpack Program to launch a program at the Lexington Campus, enabling us to feed more kids.
- Developed and maintained relationships with community partners in Danville, Georgetown, Lexington, and Nicholasville.

OPERATIONS COORDINATOR / CONTRIBUTIONS COORDINATOR (PART-TIME)

SOUTHLAND CHRISTIAN CHURCH, NICHOLASVILLE, KY | JUNE 2012 – APRIL 2013

- Provided administrative assistance to the Director of Operations.
- Processed contributions, prepared deposits, and reconciled monthly bank statements.
- Maintained Operations and Facilities budget and paid bills for all campuses.
- Worked with Operations team to implement safety and security practices.

INTERIM STUDENT DIRECTOR

FIRST BAPTIST CHURCH OF ALEXANDRIA, VA | JUNE 2011 – JUNE 2012

- Planned, organized, and provided biblical teaching for students at Saturday night youth programming.
- Planned and organized student events including summer trips, outreach efforts, and special events.
- Discipled teenage men walking through issues of addiction.
- Communicated regularly to parents and volunteers.

ELEMENTARY MATH TEACHER

PRINCE GEORGE'S COUNTY PUBLIC SCHOOLS, MD | JUNE 2010 – JULY 2011

- Taught 4th grade math and science in an under-performing school in Prince George's County, Maryland.
- Used a data-driven approach to teaching.
- Collaborated with a diverse community of parents, teachers, and community members.

Ron Hargett
Hargett Construction-Partner

Education

Western Kentucky University-B.A. 1972

Civic

Board Member- Natalie's Sisters 2014-2022

Founding Board Member-Lexington Christian Academy- 1982-1994

Board Member- Big Brothers/Big Sisters- 1980-1982

Elder-Southland Christian Church- 2002-2012

Board of Trustees-Kentucky Christian University-December 2004-2010

Building God's Way National Advisory Council

Building Better Communities National Advisory Board- Journey New Orleans

Professional

Prior to joining the family business in 1974, Ron worked in marketing, admissions, and coached at one of the premier preparatory schools in America; Culver Educational Foundation, Culver, Indiana.

Throughout his forty years of professional experience, Ron has been responsible for negotiating, planning, design, and construction of a variety of project types including athletic, educational, institutional, hotel, retail, office, state and local government, non-profit organizations, manufacturing facilities, churches, and Christian schools.

Directly involved with projects, he consults with owners and architects to plan projects and oversee project goals and objectives.

Ron Hargett's active involvement in the development of properties at Wellington at Reynolds Road in Lexington, with the owners, donors, board members, coaches and staff of the Lexington Christian Academy and with the National Development Council, (non-profit owners of the former Reynolds Road property), Realtors, Developers, Purchasers, has provided valuable site and design-build experience.

Personal

The most important changes in Ron's life came when he met and married Robin (1977) and gave his life to the Lord Jesus (1982). Ron and Robin have two daughters Courtney Hargett Taylor, Britney Hargett Wainscott, twin granddaughters Emersyn and Isabella (17), granddaughter Stella(11), and grandson Hayden (15).

Anna Kristina Livesay

Contact

2462 Harrods Pointe Trace
Lexington, KY 40514
T859-492-2129
annakristina@livesaygroup.com

Education

University of Kentucky
BA, 1993
Study Abroad at Richmond
College, London, England
Transylvania University

Key Skills

Administration
Technology
Social Media

Non Profit Board

Natalie's Sisters, March 2020 – present
Treasurer, 2020-2022
Secretary, 2022-present

Experience

2014-2017

Homeschool Educator • Challenge A Director
• Classical Conversations

1994 – 1998, 2000 -2001, 2007-2009

Educator • Middle School English, reading, mathematics

- Lexington Latin School
- KORE Academy
- Fayette County Public Schools
- Daviess County Public Schools

1999-2000, 2001-2002

Professional Nanny

- Black- Harvey Family in Lexington, KY
- Taylor- Karenbauer Family in New York City, NY

Entrepreneurship

Livesay Family Properties, 2011 – present

Pruvit Promoter, 2018 - present

Leadership

Bible Study Fellowship, 2003 – present

Administrative Team, Group Leader, Children's Leader



DONNA MALLANY

2401 TULSA ROAD, LEXINGTON, KENTUCKY 40503

SKILLS SUMMARY

I am a retired HR Representative. I have used Microsoft Word, Excel and Publisher. I have 41 years' experience in many areas of manufacturing.

EDUCATION

High School Graduate 1972
Attended University of Kentucky

EMPLOYMENT

GENERAL ELECTRIC LEXINGTON LAMP PLANT 1974-2016

HR Representative 2009-2016

- *Assisted HR Manager in all matters of HR
- *Maintain employee record including job bid and placement, attendance.
- *Responsible for record keeping and yearly report for Federal Government on fair hiring and promotion in the facility
- *Helped prepare for Local Union Negotiation
- *Published a monthly Plant Newsletter and Health Newsletter
- *Responded to grievances filed by the Union
- *Responsible for scheduling production runs
- *Responsible for inventory for the production runs, worked with vendors to acquire products for production runs


I held many positions within the plant including quality checker, stockroom clerk and ran all equipment in the manufacturing of headlamps and specialty lighting.

**Union IBEW LOCAL 1627
1978-2009**

I held many positions within the Union most notably Union President from 1980-1988. I was part of a team that negotiated the National Contract with General Electric.

VOLUNTEER POSITIONS

Team Member, Natalie's Sisters, 2012-present
Board Member, Natalie's Sisters, 2016-present



Sheila G. Myers

107 Wood Duck Court
Nicholasville, Kentucky 40356

Sheila@csmyers.net
859-224-2600/h; 859-492-6075/c

SKILL-SET HIGHLIGHTS

- Proven leader by co-managing solo optometric practice with increase of 900% during ownership
- Proven leader by managing FSNB Loan Department with increase to leading the company in loan portfolio balance
- Real estate entrepreneur developing commercial rental property, single dwelling homes/townhouses and raw land
- Strong analytical thinker and strategic planner
- Skilled negotiator with outside customers / vendors
- Detail oriented with data in streamlining business practices and financial analysis
- Self-motivated leader to consistently improve organizations efficiency
- Proficient with computers and software
- Creative visionary focused on customer service including quality assurance
- Strong networking skills with emphasis on diverse relations

PROFESSIONAL EXPERTISE

Owner/Managing Member, **Partnership Properties, LLC.** 1999–present. Nicholasville, Kentucky

→ **Business Development**

- Own and maintain leased commercial real estate
- Oversee leases, maintain and retain tenants
- Develop and maintain all financial statements and budgets
- Collaborate with Tax Professionals annually
- Identify and purchase single dwelling homes/townhouses for short holdings

Commercial Loan & Business Development Officer, **First Southern National Bank.** 2010-present. Lexington, Kentucky

→ **Quality Assurance / Stewardship**

- Develop and service new and existing relationships under CEO leadership for the Commercial Lending Group
- Manage high-net worth customers
- Oversee digital closings of large loans that include multiple states and attorney/title companies.
- Conduct comparative analysis of such benchmark data as liquidity, profitability and credit history between prospects and comparable entities.

→ **Leadership**

- Provide leadership, oversight and hands-on training for loan support staff in the Lexington Branch. Served in administrative role in making the Lexington Loan Department as efficient as possible.
- Implemented various forms, reports and procedures to improve production for the local branch that was adopted across the company

→ **Business and Relational Development**

- Maintained working knowledge of all of First Southern's product and services and promoted those outside of business location and hours.
- Maintain excellence and the intention of delivering more than is expected to build a genuine relational trust from current/new customers.

→ **Cultural**

- Maintain and demonstrate support for First Southern's stated Purpose and Core Values.
- Serve on the Lexington River Foundation which is a non-profit organization created within the company to seek Christ-centered non-profit organizations that serve our local community in reaching the underserved, poor and lost. This is primarily done through issuing grants.

Co-CEO, Dr. Curtis Myers dba Family Eye Care Center. 1980-2005

Lawrenceburg, Kentucky

→ **Quality Assurance**

- Managed daily operations including: staff, patient records, scheduling, recall system, medical insurance filing and audit, optical lab production and retail optical showroom
- Regulated OSHA safety compliance practices
- Sponsored, trained and tested Optician Apprentices.

→ **Leadership**

- General Ledger / Profit and Loss / Budgeting / Financials
- Accounts Receivables / Payables / Banking
- Payroll / 401(K) reporting / IRS payroll quarterly-annual reporting / Sales & Use Tax reporting
- Planning and conducting employee meetings
- Established safety eyeglass program with seven manufacturing industries in central KY
- Inventory purchasing for retail showroom & optical lab

→ **Human Resources**

- Wrote job descriptions
- Recruit, test, interview and hire positions
- Employee training for job production
- Wrote procedure manual for staff positions; personnel policy manual
- Perform evaluation review for employees

→ **Marketing**

- Marketing/advertising for business using newspaper/radio media, community service and eye care education program in local school system

COMPUTER SKILLS

- Excellent in Microsoft Office application including: Word, Excel, Power Point, Publisher
- Proficient in OSAS Accounting Software, Quicken, Quick Books
- Proficient in data entry
- Internet

PROFESSIONAL DEVELOPMENT

- Mandatory continue education for Finance/Banking/Lending
- Mandatory continued education to maintain Opticians license
- Elective communication and management seminars / KY Optometric Association

COMMUNITY INVOLVEMENT

- Board of Director Natalie's Sister 2017 – present. Secretary 2017 - 2021
- Member of Southland Christian Church and volunteer: Prayer Team lead; former Women's Ministry Bible Study Coordinator; Study Resource co-coordinator; Connection Point volunteer which connects newcomers to service areas 2000 – present
- The Bluegrass Women's Generous Giving Circle 2010-present
- 2015 Heroes of our Community presented by Refuge for Women
- 2013 Hall of Fame Kentucky Junior Miss
- Board of Director 2014 – 2016 Refuge Medical Clinic
- Banquet committee / Silent Auction chair for Refuge for Women – 2013-2015
- Refuge Medical Clinic local/international volunteer – optician – international communities Honduras and Haiti 2009 - 2014
- Lexington City Co-coordinator for Living Proof Live Women's Ministry Event 2004
- Kentucky International Tennis Federation Tournament, Tournament Coordinator / Entries and visa invitations 2004-2006
- Elected to Kentucky Colonels for volunteer work associated with civic organizations
- Junior Miss: inaugurate Anderson Co. Junior Miss and Chaired for 5 years; Regional Director, Vice President and President Board of Directors for Kentucky Junior Miss
- Toys for Tots, co-ordinate local drive and drop off location
- Lawrenceburg Woman's Club, past President & Secretary
- Lawrenceburg Business and Professional Woman's Club, past Secretary
- Lawrenceburg United Methodist Church: Youth leader, VBS director, stewardship campaign director, worship associate 1980-2000

EDUCATION

- Certified Optician, American Board of Opticians, 1996
- Certified Contact Lens Technician, National Contact Lens Examiners, 1997
- Ophthalmic Dispenser, KY Board of Ophthalmic Dispensers, 1997
- Eastern Kentucky University, studied banking / accounting 1975-1977

REFERENCES

- Available upon request

Diane Perez

Lexington, KY 40502 • dianeperez66@yahoo.com • (859) 492-0312 • <https://www.linkedin.com/in/dianeperez66/>

RELEVANT EXPERIENCE

DV8 Kitchen

Lexington, KY

Co-Owner/Operator

Aug. 2017 – Present

- Co-created concept, branding, design, and interior/exterior building renovations
- Manage day-to-day business operations, which have been featured in *The New York Times*, *The Oprah Magazine*, *Yelp's Top 100 Brunch Restaurants in the US*, and more
- Train and motivate employees to perform daily business functions while maintaining a turnover rate 33% better than the restaurant industry national average
- Monitor market conditions to set accurate product pricing and take advantage of emerging trends
- Establish, optimize and enforce business policies to maintain consistency and high-quality standards across industry operations
- Apply performance data to evaluate and improve operations, target current business conditions and forecast needs

Saul Good Restaurant & Pub

Lexington, KY

Co-Owner/Operator

Feb. 2008 – May 2022

- Co-created concept, branding, all design elements and managed building renovations
- Managed day-to-day business operations, expanding the concept to three separate locations
- Consulted with customers to assess needs and propose optimal solutions
- Trained and motivated employees to perform daily business functions
- Enhanced operational efficiency and productivity by managing budgets, and costs
- Remained up-to-date on current trends and attended industry trade shows and markets to view and order inventory
- Developed key operational initiatives to drive and maintain substantial business growth

Delta Air Lines, Inc.

Los Angeles, CA

Flight Attendant

March 1990 – Nov. 2006

COMMUNITY INVOLVEMENT

Board President, Natalie's Sisters

2019 – Present

- Assists Executive Director in preparing agenda for board meetings
- Works as liaison with the Executive Director to make sure board resolutions are carried out
- Calls special meetings if necessary
- Coordinates Executive Director's annual performance evaluation along with secondary Board Member familiar with ED's work performance
- Acts as an ambassador for the organization; assists with new board member recruitment and interviews

Board President, Natalie's Sisters

2016 – Present

EDUCATION

California State University, Fresno

Fresno, CA

Bachelor of Arts

May 1989

Liberal Arts and General Studies

JENNIFER TRUE REED

528 NORTHSIDE DR. • LEXINGTON, KY 40505

PHONE 859-351-9425 • E-MAIL JENNIFERTRUE3@HOTMAIL.COM

EXPERIENCE

2017-Present Kentucky Department of Criminal Justice Training

Position: *Legal Instructor*

- Provide legal instruction regarding the Kentucky Revised Statutes, Constitutional law and case law for basic and in-service law enforcement, telecommunication and court security students.
- KLEC certified
- Create curriculum devoted to legal instruction regarding both federal and state law for law enforcement, telecommunication and court security students.
- Review agency curriculum to be sent to the Kentucky Law Enforcement Council.
- Provide legal support to other instructional sections at the Department of Criminal Justice Training.
- Prepare articles regarding pertinent legal issues facing law enforcement officers for the Kentucky Law Enforcement Magazine.

2016-2017 Contract Attorney Kentucky Department of Criminal Justice

Richmond, Ky

Position: *Moot Court Attorney*

- Participated as a defense attorney in Moot Court proceedings for graduating law enforcement recruits.

2016-2017 Natalie's Sisters,

Lexington, KY

Position: *Executive Director*

- Established 501(c)3 status for the non-profit.
- Oversaw budget for the non-profit.
- Partnered with local law enforcement to minister and provide aid to women involved in street level prostitution.
- Established relationships with community partners to assist

victims of human trafficking and other women in need of resources.

2008-2011 United States Attorney's Office,
Eastern District of Kentucky Lexington, KY

Position: *Special Assistant United States Attorney*

- Vertically prosecute firearm, drug and child exploitation crimes
- Assist in review of cases
- Regularly attend PSN and PSC meetings with local partners
- Draft indictments, pleadings, and appeals
- Prosecute federal felony trials and hearings

2000-2015 Fayette County Attorney's Office Lexington, KY

Position: *Assistant County Attorney*

- Kentucky Assistant County Attorney of the Year, 2007
- Prosecute misdemeanor jury trials with an emphasis on domestic violence and impaired driving offenses.
- Research, write and argue pre-trial and in limine motions
- Research, write and argue appeals before the Fayette Circuit Courts and Kentucky Court of Appeals
- Reintroduced and coordinated the Truancy Intervention Program

2003 Jessamine County Attorney's Office Nicholasville, KY

Position: *Assistant County Attorney*

- Prosecuted misdemeanor offenses through trial and appeal
- Organized the Domestic Violence Coalition with Community Partners
- Researched, wrote and argued pre-trial and in limine motions

2000 David R. Marshall Law Office Nicholasville, KY

Position: *Associate Attorney*

- Responsible for a variety of civil and criminal matters
- Researched, wrote and argued civil and criminal motions and appeals.

1998-2000 McKenzie, Woolery, Emrick, & Webb, PSC Ashland, KY

Position: *Associate Attorney*

- Responsible for an assortment of state and federal civil cases
- Researched and wrote state and federal civil motions and responses

- Deposed witnesses

EDUCATION

1995-1998 University of Kentucky College of Law Lexington, KY
Degree: *Doctorate of Jurisprudence*
Degree Received: May 1998. GPA: 3.02
Member of the Journal of Natural Resources and Environmental Law

1991-1995 University of Kentucky Lexington, KY
Degree: *Bachelor of Arts, Political Science*
Degree Received: May 1995 (Cum Laude) GPA: 3.73
Member of Phi Beta Kappa; National Spanish Honor Society

Licenses: Kentucky, 1998
United States District Court, Eastern District of Kentucky, 1998
United States Sixth Circuit Court of Appeals, 2000

PRESENTATION EXPERIENCE

- Legal Instructor, Kentucky Department of Criminal Justice Training, 2017- Present
- Instructor, Kentucky Prosecutor's Institute, 2007
- Presenter, Saving Lives, Kentucky Attorney General's Office, January & August 2008, January 2009
- Presenter, Masters of DUI, Kentucky Bar Association Annual Conference, 2008

REFERENCES AVAILABLE UPON REQUEST
