

**COMMUNITY PROJECT AGREEMENT**

THIS COMMUNITY PROJECT AGREEMENT (“Agreement”), is made and entered into on the 3<sup>rd</sup> day of October 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 **LEXINGTON LEADERSHIP FOUNDATION, INC.**, a Kentucky nonprofit corporation, (“Organization”) with offices located at 422 Codell Drive, Lexington, Kentucky 40509.

**WITNESSETH**

**WHEREAS**, the Organization is a 501(c)(3) nonprofit organization, as defined by the Internal Revenue Code, that has a long-term lease on the property located at 422 Codell Drive, Lexington, Kentucky (“Property” or “Properties”);

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

**WHEREAS**, LFUCG issued Request for Proposal (RFP) No. 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 operational investment projects and/or capital improvement projects so that it can budget appropriate funds to continue providing needed services to Fayette County residents;

**WHEREAS**, LFUCG intends to fund projects, to hopefully lessen the economic impact of the COVID-19 pandemic on those Fayette County residents served by the Organization 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 October 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 Scope of Project outlined in the attached Exhibit "A" (the "Project(s)"), which are further specified in Numbered Paragraph 4 of this Agreement. The Organization shall complete these Projects in a timely, workmanlike and professional manner, as specified herein.

4. **PAYMENT.** LFUCG shall pay Organization a total amount not to exceed **FOUR HUNDRED TWELVE THOUSAND ONE HUNDRED TWENTY-EIGHT DOLLARS (\$412,128)** ("**Funds**") for the completion of all of the Project(s). The total amount of the Funds that the Organizational shall receive is divided in separate amounts, and these amounts shall be allocated for each Project. Thus, the total amount paid for each Project ("Sum") shall not exceed the amounts stated herein:

<b>PROJECT # AND DESCRIPTION</b>	<b>SUM</b>	<b>OPERATIONAL/CAPITAL</b>
1) Center for Fathers and Families Repair and Renovation	1) \$267,474	1) Capital
2) Woodhill Community Center Facility Improvements	2) \$144,654	2) Capital

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

a. LFUCG shall make payment under this Agreement upon timely submission of 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 of the Project(s) above that require construction costs (Project #1 and #2).

a. Project to be Completed in Workmanlike Manner.

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

b. Permits.

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

c. Building Regulations.

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

d. No Liens.

Organization will cause all work to be performed, including all labor, materials, supervision, supplies, equipment, architectural, and engineering services necessary to complete the improvements, in accordance with all applicable standards in the construction industry. The Organization will complete the improvements free from all materialmen's liens and all mechanic's liens and claims. All contracts with subcontractors and materialmen will contain, upon the request of LFUCG, a provision for not less than ten percent (10%) retainage to ensure adequate and complete performance in connection with interim or progress payments hereunder.

e. Right of Inspection.

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

workmanship.

f. Nonliability.

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

6. 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 Exhibits A and B 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(1). 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. Organization shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis.

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

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

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

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 with any portion of the Funds without first obtaining the consent of LFUCG. Organization agrees that this provision shall survive termination of the Agreement, if this Agreement terminates prior to December 31, 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:

Eric Geary, Chief Executive Officer  
Lexington Leadership Foundation  
422 Codell Drive  
Lexington, Kentucky 40509

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  
[Jwuorenmaa@lexingtonky.gov](mailto:Jwuorenmaa@lexingtonky.gov)

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

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

**THE REMAINDER OF THIS AGREEMENT IS INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

BY: *Linda Gorton*  
Linda Gorton, Mayor

ATTEST:

*Markenzie Seck*  
Deputy Clerk of the Urban County Council

LEXINGTON LEADERSHIP  
FOUNDATION, INC.

BY: *Eric Geary*  
Eric Geary, Chief Executive Officer

COMMONWEALTH OF KENTUCKY )  
COUNTY OF FAYETTE )

The foregoing instrument was acknowledged before me this the 3<sup>rd</sup> day of October, 2022, by Eric Geary, Chief Executive Officer of Lexington Leadership Foundation, Inc., a Kentucky nonprofit organization.

My commission expires: 07/26/2026

*Michael Orest* KYNP55924  
Notary Public, State-at-Large, Kentucky



**EXHIBIT "A"**



# 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](mailto: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, Eric Geary, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Eric Geary and he/she is the individual submitting the proposal or is the authorized representative of Lexington Leadership Foundation, 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.

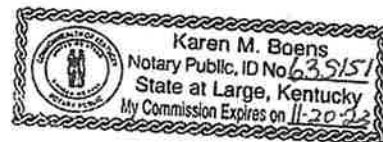
Further, Affiant sayeth naught.

STATE OF Kentucky  
COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Eric Geary on this the 16<sup>th</sup> day of June, 2022

My Commission expires: 11-20-2023

Karen M. Boens  
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

*Lexington Leadership Partners*  
\_\_\_\_\_  
Name of Business

**WORKFORCE ANALYSIS FORM**

Name of Organization: Lexington Leadership Foundation, 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	12	3	6			3										6	6
Professionals	3	2				1										3	-
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical	3		3														3
Skilled Craft																	
Service/Maintenance																	
<b>Total:</b>	18	5	9			4										9	9

Prepared by: Sally Davenport, Administrator Date: 6/15/22  
 (Name and Title) Revised 2015-Dec-15

## 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

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.

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Signature

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Date

Firm Submitting Proposal: \_\_\_\_\_

Complete Address: \_\_\_\_\_  
Street City Zip

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email address: \_\_\_\_\_

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

- (1) It is understood and agreed by the parties that 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:

<b><u>Coverage</u></b>	<b><u>Limits</u></b>
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](mailto:tslatin@lexingtonky.gov)

## 1.0 GENERAL PROVISIONS

### 1.1 Funding

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

<b>Funding Pool*</b>	<b>Facility Improvements</b>	<b>Operational Investments</b>
	\$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**

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

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

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

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://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

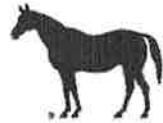
#### **4.5 Cost Analysis – and attachments**

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

### Lexington Leadership Foundation 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](mailto:tslatin@lexingtonky.gov)



## Lexington Leadership Foundation Information

Address: 422 Codell Dr.  
Lexington, KY 40509  
Phone: (859) 277-3087  
Web Address: [www.lexlf.org](http://www.lexlf.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.

Damon Mazza

*Signature*

*Submitted at 6/21/2022 10:00:57 AM (ET)*

[dmazza@lexlf.org](mailto:dmazza@lexlf.org)

*Email*

## Response Attachments

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**LLF\_Request\_RFP\_#22-2022\_Nonprofit\_Capital\_Grant\_Program .pdf**

LLF's submission for facility and operations ARPA grants



**PROPOSAL SUBMITTAL COVER SHEET**

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**Agency Information**

Agency Name: Lexington Leadership Foundation

Mailing Address: P.O. Box 54642 Lexington, KY 40555

Street Address: 422 Codell Dr. Lexington, KY 40509

Phone: (859) 277 - 3087

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*):  
Eric Geary, CEO, (859) 277-3087 egeary@lexlf.org

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Person Completing Application (*Name, Title, Phone, Email*):  
Eric Geary, CEO (859) 277-3087 egeary@lexlf.org

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**Project Information**

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

Project: <u>Project 1 - Center for Fathers &amp; Families Repair &amp; Reno</u>	<input checked="" type="checkbox"/> Facility Improvement project	<input type="checkbox"/> Operational Investment project	Request \$ <u>267,474</u>
Project: <u>Project 2 - Woodhill Community Center Facility Improv</u>	<input checked="" type="checkbox"/> Facility Improvement project	<input type="checkbox"/> Operational Investment project	Request \$ <u>144,654</u>
Project: <u>Project 3 - Purchase of two vans</u>	<input type="checkbox"/> Facility Improvement project	<input checked="" type="checkbox"/> Operational Investment project	Request \$ <u>108,788</u>
Project: _____	<input type="checkbox"/> Facility Improvement project	<input type="checkbox"/> Operational Investment project	Request \$ _____
Project: _____	<input type="checkbox"/> Facility Improvement project	<input type="checkbox"/> Operational Investment project	Request \$ _____

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

- Save this PDF formatted Proposal Submittal Cover Form to your hard drive before beginning to enter responses in it to ensure your responses are saved to the form.
- If applying for/bundling multiple projects, submit a 5 section narrative for each project.

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## Narrative for Project 1 – Center for Fathers and Families Repairs and Facility Expansion

### Section 1 – Provision of Services

Lexington Leadership Foundation, (LLF) is a 501(c)(3) Nonprofit Community Entity in good standing with Kentucky Secretary of State and has obtained a Gold Seal of approval from GuideStar.org (Appendix 1). Since inception in 1999, LLF has operated programs that serve low-income, marginalized, and underserved residents of Fayette County through multiple initiatives. Our mission is to *connect, unify, and mobilize leaders so Lexington is transformed into a city where all can thrive*. We are engaged in meeting family well-being, personal growth and improvement, social welfare, and economic growth needs for the disadvantaged through the Amachi mentoring program, Fatherhood Initiative (FI) education and enrichment services, Urban Impact youth leadership programs, and the Woodhill Community Center (WCC). LLF operates in diverse communities of Lexington representing multiple ethnic groups, most of which fall below the poverty line and have an increased risk of negative social and environmental outcomes, lack of transportation, under-resourced schools, food insecurity, and lack of meaningful employment. LLF involves community members in assessing and addressing local needs through its Board of Directors, more than 70 active community partners, more than 650 leaders and volunteers annually, and over 3,000 people served in a typical year.

Facility Project 1 proposal request is to expand and renovate the Center for Fathers and Families in order to better serve FI participants. The following narrative outlines an addition to the Center, located at 436 Georgetown Street, Lexington, KY. If awarded, funding will be used solely for capital improvement and not to proselytize or advance the

religious purposes of Lexington Leadership Foundation, which is a faith-based agency. LLF agrees to administer grant funding in accord with applicable local, state and federal laws.

## **Section 2 – Demonstrate Need**

LLF believes, and research shows, that equipped, engaged fathers are vital to strong families and communities. However, local data indicates that one out of three children in Lexington lives in a single-parent home (Kids Count, 2020). Dads in Lexington face the challenge of finding programming tailored to their unique needs, as human services have historically paid little attention to fathers or non-custodial parents. FI serves fathers between the age of 18-55. Eighty percent of participants reported earning less than \$20,000 last year. Just over 58% had their high school diploma or GED, but 24% had neither. The majority (67%) reported a criminal history and/or history of incarceration.

FI addresses these obstacles by providing paternally focused curricula and father-centric care to low-income and incarcerated fathers. Participants referred by agencies are at risk due to limited access to needed resources. LLF began the Fatherhood Initiative twelve years ago by partnering with agencies such as the Department for Community Based Services, Drug Court, Family Court, and Fayette Detention Centers. In a typical year, FI serves 250 fathers through direct service.

Facility Project 1 proposal request is to expand and renovate the Center for Fathers and Families in order to better serve FI participants. In 2020, the MAP Foundation, a long-time partner of LLF, purchased the property at 436 Georgetown Street with the intent to be a blessing to the city of Lexington by giving the FI a space of its own to operate from. This building had been vacant for several years and needed renovation. LLF oversaw many renovations and updates to the facility, but several issues had to wait until further

funding was available. In 2021, joined by Mayor Gorton and several city council members, LLF opened the Center for Fathers and Families.

Facility Project 1 will expand first-floor interior space by enclosing approximately 600 sq. feet of space originally purposed as a drive through attachment. This needed space will allow for increased case management for fathers and families utilizing partners in the fields of job placement, health screening, financial literacy, child visitation, legal aid, reentry adjustment and income stabilization. Additionally, we outline much needed renovations to the roof, gutters, windows, HVAC unit and parking lot. Finally, the project also includes improving facility access and security by providing key fob entry to exterior doors. These long-deferred maintenance items will allow for energy cost savings, parking lot water mitigation, and increased ability to serve the future needs of our clients. Work will be conducted by licensed contractors meeting all applicable local, state, and federal codes.

### Section 3 – Applicant Capacity

Lexington Leadership Foundation has over 16 years' experience complying with local, state, and federal grant requirements. This includes consecutive LFUCG ESR awards each year dating back to 2014. From 2004-2011 LLF received and successfully managed the federal *Mentoring Children of Prisoners* award from the Department of Health and Human Services (DHHS). Also, from 2011-2015 LLF was awarded and successfully implemented a federal \$2.5-million-dollar *Responsible Fatherhood* grant from DHHS for our Fatherhood work. We have also executed several federal grants as a sub-awardee. Additionally, we received and executed multiple six-figure private grants requiring extensive reporting. LLF has successfully met its annual budget each year since inception and has a board approved budget of \$1.6 million dollars in 2022. Each year an external audit is conducted of our financials, including a single audit each year federal awards surpassed the threshold for that IRS requirement. Currently, LLF's fund balances, including contingency funds are healthy, allowing us the fiscal capacity to navigate the reimbursement structure of ARPA funds (See Appendix 1). LLF has extensive experience managing capital projects, including the design and construction of the Woodhill Community Center, a 20,000 sq. foot facility that serves the Woodhill neighborhood, and the renovation of the Center for Fathers and Families. Both projects required working with architects, designing program space, meeting code requirements, bidding with contractors and subcontractors, managing expenses, and adhering to a project timeline.

Key Staff qualifications for this request include the following:



**ERIC GEARY, Chief Executive Officer** – Eric Geary has worked at LLF since December 2005 and has served as Program Manager, Chief Operating Officer, and Chief Executive Officer, the position he has held since 2007. He received his undergraduate degree in Youth Ministry and Christian Education, and an MA in Global Urban Leadership from Bakke Graduate University. Eric has written and overseen multiple grant awards and grant subawards over his 25 years in non-profit work.

**CHRISTIAN POSTEL, Chief Operations Officer** – Christian was an LLF volunteer for over a decade before joining the staff in 2021. He has worked in the non-profit arena since 2009 and for the last seven years was the Executive Director of a national non-profit with constituents in over half of the U.S. and nine countries. Christian has successfully created and implemented multiple capital projects and provided guidance and oversight of land acquisition, working with municipalities and the Army Corps of Engineers. Christian has bachelor's degrees in Philosophy and Religious Studies from Franklin College.

**DAMON MAZZA, Director of Development** – Damon Mazza has worked at LLF since January of 2016. He received his Bachelor of Arts degree in History from the University of Kentucky. Damon worked as a Realtor in Lexington, KY for ten years, working with contractors, inspectors, and city zoning and ordinance officials. Damon has worked as a fundraising professional since 2011 including at Asbury University, the YMCA, and now LLF. Damon worked with Asbury's \$60 million capital campaign during his tenure there.

**SALLY DAVENPORT, Financial Administrator** - Sally Davenport has a BS in Finance from Northwest Missouri St. University and more than 25 years of experience in financial administration, including accounting and financial reporting for LLF's current

and previous grants with DHHS and DOJ. She works with accounting firms to complete LLF's annual Form 990 return and conduct the annual audit. Her experience in grant compliance includes completion of the DOJ Grants Financial Management Training. Sally has worked for LLF for 23 years.

### Compliance

LLF will comply with Amendment 1, Certification of Compliance for American Rescue Act Expenditures. In selection of contractors, abiding by all ARPA regulations, we will seek out contractors who have experience working with Federal guidelines and specifically with ARPA guidelines. We will ensure MWDBE participation goals are met as outlined in the *LFUCG Statement of Good Faith Efforts* in requests for bids and selection of contractors. Management of the grant award will be done by LLF's experienced staff complying with all required guidelines, including the requirement for work force analysis and documentation of general contractors and subcontractors. Special provisions related to compliance with the *Ethics, Equal Opportunity Agreement* and *General Provisions* will be followed. We will ensure thorough and complete reports are submitted and kept on file to ensure documentation of all regulations associated with ARPA funding. Additionally, we will provide cost reimbursement requests in a timely fashion.

#### **Section 4 – Operational Feasibility**

LLF and its staff of 18 employees are fully capable and have a proven record of city partnership to execute this grant award. The following table outlines our timeline to complete the project by August 2023, giving us adequate time for any unforeseen delays and material sourcing issues.

Repair/Renovation	Bid Period	Start Target Date	Completion Target Date
HVAC unit and air handler	September 2022	October 2022	October 2022
Secure entry system	September 2022	October 2022	October 2022
Window replacement	September-October 2022	November 2022	November 2022
Roof and gutters	February 2022-March 2023	April 2023	April 2023
Building enclosure	September-December 2022	January 2023	June 2023
Paving and sealing	March-April 2023	August 2023	August 2023

A construction plan, provided by a local architect and contractors outlines the work to be done related to the building enclosure, HVAC replacement, secure entry system, window replacement, roof replacement, and parking lot repairs. If the award amount is less than the cost of the proposal, an evaluation of the difference will be made by the CEO and Board of Directors and additional funds will be raised from supporters, if viable. Given our history with capital projects, we are confident we can execute a funding strategy that ensures implementation of the project.

## **Section 5 – Cost Analysis**

The cost estimates received in preparation for Project 1 total \$243,158 (See Appendix 1 for itemized estimates for all costs). We are also requesting an additional 10% cost overrun margin of \$24,316 in case supply chain issues, inflation, or other extenuating circumstances drive costs higher during implementation. This makes our total project cost for Project 1 equal to \$267,474.

The following project budget itemizes the expenses associated with this project.

Repair/Renovation	Bidder	Estimated Cost
HVAC unit and air handler	Comfort Heating & Air	\$ 10,200
Secure entry system	Burdine Security	\$ 6,468
Window replacement	Window World	\$ 12,377
Roof and gutters	Craftsman Contractors	\$ 20,960
Building enclosure (New concrete sub floor footers, enclosing drive thru for office space, new windows and doors, New electrical and HVAC needed, Interior office fit up with walls, carpet, paint, commercial ceilings and safety lighting, Demo of not used concrete driveway, Sod where concrete demo occurs.)	Hayden Construction	\$157,135
Paving and sealing	APM Paving	\$ 36,018
Cost overrun margin	Est. 10%	\$ 24,316

Cost estimates for all expenses have been deemed reasonable and cost effective and were received by local architects, contractors and subcontractors.

Commonwealth of Kentucky  
Michael G. Adams, Secretary of State

NARP  
0479585  
Michael G. Adams  
KY Secretary of State  
Received and Filed  
3/14/2022 3:43:36 PM  
Fee receipt: \$15.00

Michael G. Adams  
Secretary of State  
P. O. Box 1150  
Frankfort, KY 40602-1150  
(502) 564-3490  
<http://www.sos.ky.gov>

Annual Report  
Online Filing

ARP

**Company:** LEXINGTON LEADERSHIP FOUNDATION, INC.  
**Company ID:** 0479585  
**State of origin:** Kentucky  
**Formation date:** 8/31/1999 12:00:00 AM  
**Date filed:** 3/14/2022 3:43:36 PM  
**Fee:** \$15.00

**Principal Office**

422 CODELL DRIVE  
P.O. BOX 54642  
LEXINGTON, KY 40555

**Registered Agent Name/Address**

ERIC GEARY  
422 CODELL DRIVE  
LEXINGTON, KY 40555

**Current Officers**

CEO	Eric Geary	LLF P.O. Box 54642 Lexington, KY 40555
President	John W. Withers	LLF P.O. Box 54642 Lexington, KY 40555
Treasurer	Steve Allen	LLF P.O. Box 54642 Lexington, KY 40555
Vice President	Biff Buckley	LLF P.O. Box 54642 Lexington, KY 40555

**Directors**

Director	Kevin Edmonds	LFUCG Black & Wms Ctr. 498 Georgetown St Lexington, KY 40508
Director	Anthony Humphress	LLF P O Box 54642 Lexington, KY 40555
Director	Rob Stravitz	LLF P O Box 54642 Lexington, KY 40555
Director	Trudi Matthews	LLF P O Box 54642 Lexington, KY 40555
Director	Breck Withers	LLF P O Box 54642 Lexington, KY 40555
Director	Richard Gaines	Consolidated Baptist 1625 Russell Cave Rd Lexington, KY 40505
Director	Bart Borkosky	LLF P O Box 54642 Lexington, KY 40555
Director	Jack Ditto	LLF P O Box 54642 Lexington, KY 40555
Director	Dawn Runyon	LLF P O Box 54642 Lexington, KY 40555

**Signatures**

<b>Signature</b>	Sally Davenport
<b>Title</b>	Administrator

# LEXINGTON LEADERSHIP FOUNDATION INC

aka Urban Impact; Amachi Central Kentucky; Fatherhood Initiative  
Lexington, KY  
www.lexlf.org  
(859)277-3087



LEXINGTON LEADERSHIP FOUNDATION



[View GuideStar Profile](#)

## MISSION

Through Christ and the power of the Holy Spirit we connect leaders, unify the body, and mobilize people to transform Lexington into a city for God.

## EIN

61-1359956

## CEO

Eric Geary

## RULING YEAR

2000

## BOARD CHAIR

John Withers

## IRS SUBSECTION

501(c)(3) Public Charity

## SUBJECT AREA

Elementary and secondary education

## FOUNDING YEAR

1999

Leadership development

Religion

## MAIN ADDRESS

PO Box 54642  
Lexington, KY  
40555

## NTEE Code

Leadership Development (W70)

Elementary, Secondary Ed (B20)

## AFFILIATION TYPE

Independent Organization

Alliance/Advocacy Organizations (X01)

## CONTACT

Sally Davenport, Administrator  
(859) 277-3087  
sdavenport@lexlf.org



June 16, 2022

Lexington Leadership Foundation  
422 Codell Drive  
Lexington, KY 40509

**Proposal for Construction Project**

The Hayden Company, Inc. wishes to submit a proposal to furnish material, labor and equipment necessary to complete the following scope of work:

**436 Georgetown Street-Add conditioned space in what used to be a drive thru credit union.**

**Building a storage room between the two buildings for equipment storage.**

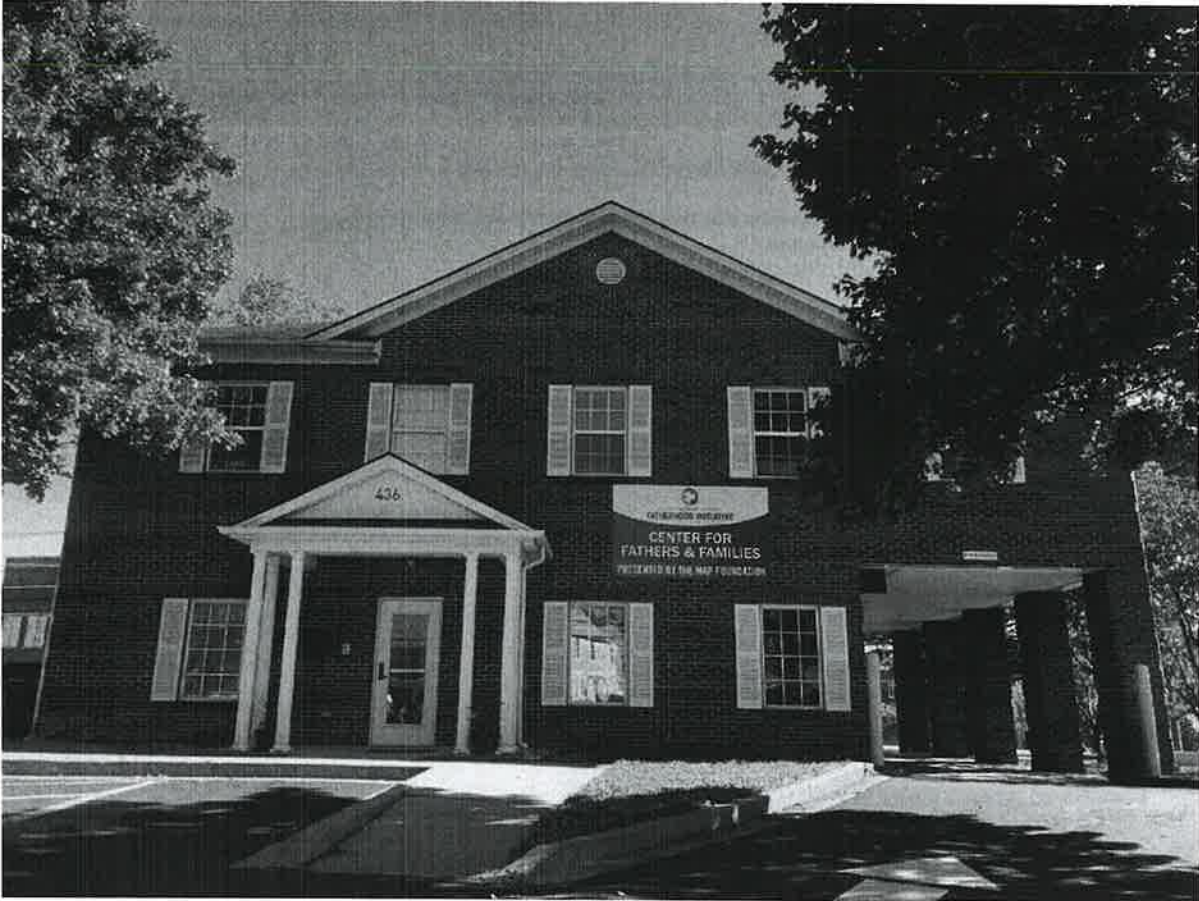
- New concrete sub floor, footers.
- Enclosing drive thru for office space.
- New windows and doors.
- New electrical and HVAC needed.
- Interior office fit up with walls, carpet, paint, commercial ceilings and safety lighting.
- Demo of not used concrete driveway.
- Sod where concrete demo occurs.

**Total: \$157,135**

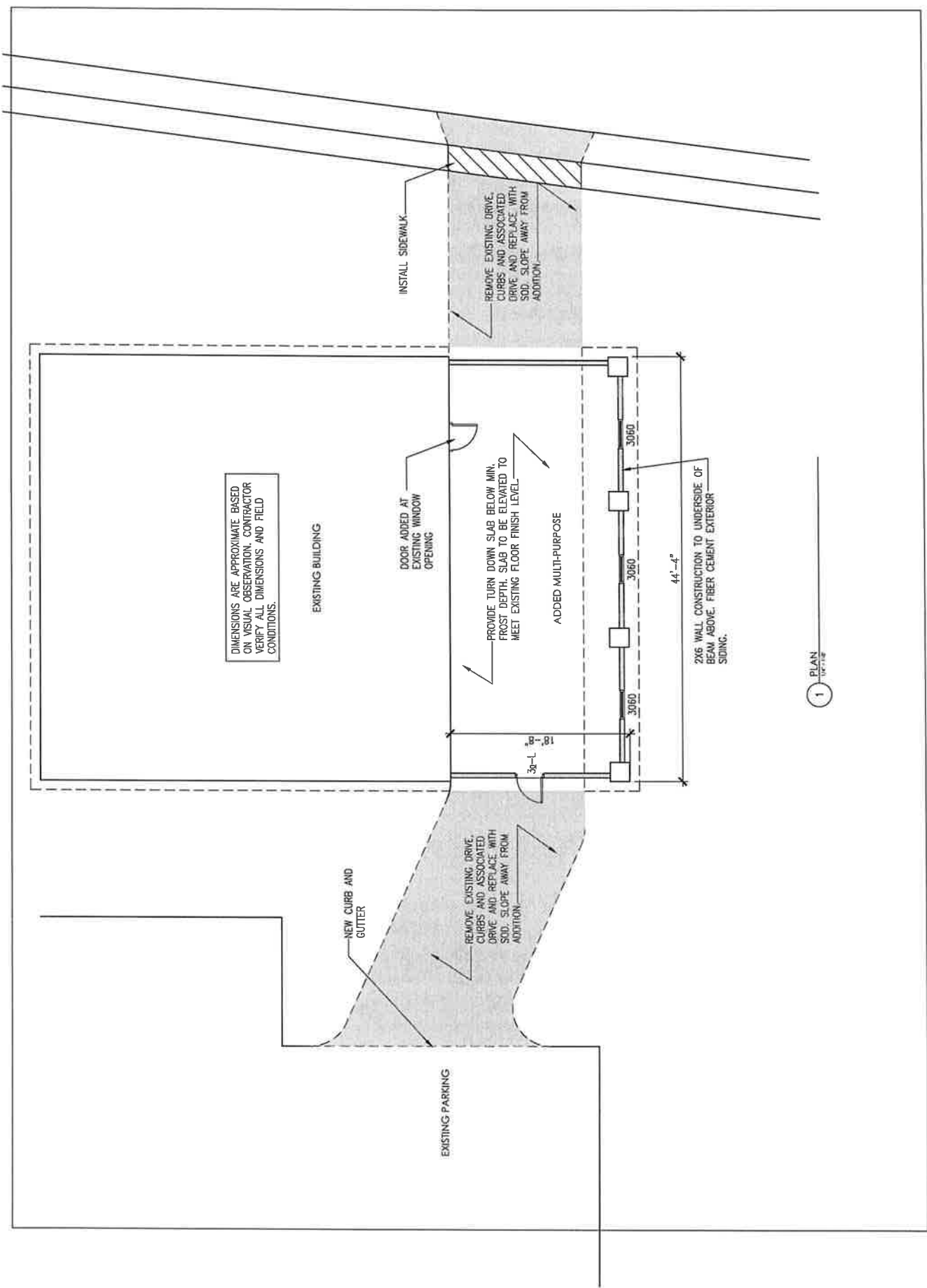
**The Hayden Company, Inc. appreciates the opportunity to submit this proposal to you. If you have any questions, please feel free to give us a call.**

**Thank you,  
Tony Hayden**

Project 1 Exhibit - Center for Fathers and Families







DIMENSIONS ARE APPROXIMATE BASED ON VISUAL OBSERVATION. CONTRACTOR VERIFY ALL DIMENSIONS AND FIELD CONDITIONS.



1 PLAN  
1/4" = 1'-0"



2430 Palumbo Dr Suite 140 | Lexington | Kentucky | 40509  
 Call The Comfortman

Name:	<b>Glenn Boens</b>	Proposal#:	<b>R306012022042624-2</b>	Date:	<b>06/01/2022</b>
Site Address:	<b>436 Georgetown St</b>	Billing Address:		Consultant:	<b>David Borne</b>
City:	<b>Lexington</b>	City:		Email:	<b>dborne@callthecomfortman.com</b>
State:	<b>KY</b>	State:		Cell Phone:	<b>(859) 397-6207</b>
Phone:	<b>(859) 797-4874</b>	Zip Code:	<b>40508</b>	Homeowner Email:	<b>Gboens@windstream.net</b>

**Zone 1**

14 SEER HEAT PUMP	ECM AIR HANDLER	System Investment		
		Term: 84	Rate: 8.99%	<b>Est Payment: \$164.22</b>
		Investment Type :Finance (With Approved Credit)		Enerbank 8.99%, 7 years (DEL2692)
		Base System		<b>\$10700.13</b>
		Optional Items Total		<b>\$0.00</b>
		Instant Rebate Total(Before & After Tax Rebates Applied)		<b>&lt;\$500.13&gt;</b>
		Sales Tax 0%		<b>\$0.00</b>
		System Total		<b>\$10200.00</b>
		Initial Investment		<b>\$0</b>
		Balance		<b>\$10200.00</b>
		Net Investment After Credits & Rebate		<b>\$10200.00</b>
<b>Rebates</b>				
Discount			<b>\$500.13</b>	

By signing this agreement I acknowledge that I have read and understand each page, including the terms and conditions.		Representative:	Date:
Customer:	Date:	Approved By:	Date:



2430 Palumbo Dr Suite 140 | Lexington | Kentucky | 40509  
 Call The Comfortman

Name: **Glenn Boens** Proposal#: **R306012022042624-2** Date: **06/01/2022**

Component In Base System Investment			Inclusions
Qty	Model #	Description	
1	FEM4X4800BL	Comfortmaker 4 Ton High Efficiency Motor - Electronically Commutated Motor ECM	<ul style="list-style-type: none"> <li>• Ensure proper amount of refrigerent (410-A) in AC or HP</li> <li>• Remove and dispose used equipment</li> <li>• Clean up work area before leaving worksite</li> <li>• Evacuate refrigerant system, removes air and water</li> <li>• General Liability insurance policy of \$2,000,000</li> <li>• Quality assurance review</li> <li>• Ensures proper drainage</li> <li>• 12 Year NO HASSLE Replacement warranty</li> <li>includes No Labor charge for unit replacement</li> <li>• 10 Year parts warranty and 1 year labor</li> </ul>
1	N4H448GKG	COMFORTMAKER 4.0 TON 14 SEER HEAT PUMP SINGLE STAGE COMPRESSOR	
1	EHK20AKB	20KW COMFORT MAKER STRIP HEATER WITH BREAKER	
1	HONEYWELL T6 PRO PROGRAMMABLE THERMOSTAT	T6 PRO PROGRAMMABLE THERMOSTAT	
1	DRIPPAN-FS	DRIP PAN FOR AIR HANDLER WITH FLOAT SWITCH	
1	WIP-4	3/4 X 6 FOOT WHIP	
1	HP-AH-1	INSTALL H/P AND NEW AIR HANDLER - LEVEL 1	

By signing this agreement I acknowledge that I have read and understand each page, including the terms and conditions.		Representative:	Date:
Customer:	Date:	Approved By:	Date:



2430 Palumbo Dr Suite 140 | Lexington | Kentucky | 40509  
 Call The Comfortman

Name: **Glenn Boens** Proposal#: **R306012022042624-2** Date: **06/01/2022**

**Inclusions cont.**

warranty

By signing this agreement I acknowledge that I have read and understand each page, including the terms and conditions.		Representative:	Date:
Customer:	Date:	Approved By:	Date:



2430 Palumbo Dr Suite 140 | Lexington | Kentucky | 40509  
**Call The Comfortman**

Name:	<b>Glenn Boens</b>	Proposal#:	<b>R306012022042624-2</b>	Date:	<b>06/01/2022</b>
Site Address:	<b>436 Georgetown St</b>	Billing Address:		Consultant:	<b>David Borne</b>
City:	<b>Lexington</b>	City:		Email:	<b>dborne@callthecomfortman.com</b>
State:	<b>KY</b>	State:		Cell Phone:	<b>(859) 397-6207</b>
Phone:	<b>(859) 797-4874</b>	Zip Code:	<b>40508</b>	Phone:	
				Zip Code:	

Your Home	Your Consultant
 <b>Comfort Heating &amp; Air Conditioning</b>	 No Image Available

**Proposal Notes**

Not responsible for pre-existing condition of home and existing ductwork system. Verbal agreements can lead to misunderstandings and as such, this document will serve as the legally-binding agreement in its entirety. Customers have a three-day rescission period in which to cancel this agreement.

We hereby propose to furnish material and labor in complete accordance with the above specifications for the sum of **\$10,200.00**  
 Ten Thousand Two Hundred Dollars  
 (Total extended Price with Tax after Discount)

By signing this agreement I acknowledge that I have read and understand each page, including the terms and conditions.		Representative:	Date:
Customer:	Date:	Approved By:	Date:



## Project Agreement

**Submitted to:** Damon Mazza  
**Lexington Leadership Foundati**  
 422 Codell Drive  
 Lexington, KY 40509

**Proposal Date:** 06/02/2022  
**Job Number:** 220517  
**Job Site:** Lex Leadership - Georgetown Rehab Budget  
 436 Georgetown Street  
 Lexington, KY 40508

### Base Bid Scope of Work

**Comments:** The following items outline the base bid scope of work. If you have any questions, please call me at 859-621-9265. Due to current economic conditions pricing is only valid for 15 days.

<i>Specifications</i>	<i>Description</i>	<i>Areas</i>	<i>Total Units</i>	<i>Investment</i>	<i>Initials</i>
3.1 Cold Plane Milling	Mill entire area to a depth of 2"; clean area in preparation for paving.	1	724 SY	\$5,216.00	_____
3.4 Paving Overlay	Clean, prep, tack surface and install leveling course as needed. Install 2.5" and compact to 2".	1	724 SY	\$16,967.00	_____
6.1 Striping (New Layout)	Stripe the lot to the planned layout.	1	1 LS	\$736.00	_____
7.1 Underdrain	Remove asphalt and trench to a depth of 24"; install pipe, backfill with #9 stone and DGA and patch with asphalt.	1	279 LF	\$8,506.00	_____
<b>Total Base Bid Investment</b>				<b>\$31,426.00</b>	

### Options and Alternates

**Comments:** The following items are optional but recommended to achieve the highest performing specification possible for your project.

<i>Specifications</i>	<i>Description</i>	<i>Areas</i>	<i>Total Units</i>	<i>Investment</i>	<i>Initials</i>
1.1 Asphalt Repairs	Remove and replace up to 1.5" of deteriorated asphalt.	1	307 SY	\$4,593.00	_____
<b>Total Accepted Optional Items</b>					

WE HEREBY propose to furnish material and labor, in accordance with the above specifications, for the sum of: **\$31,426.00**

PAYMENT TERMS: Net 10 Days, 2% Late Charge, 1.5% per month carry charge. PROPOSED PRICE DOES NOT INCLUDE OPTIONAL AMOUNT.  
 Failure to pay within the terms of this proposal voids warranty.

APM AUTHORIZED SIGNATURE  
 Peter Kramer

Our workers are fully insured. All material and workmanship is guaranteed to be as specified for a period of 12 months. This has been bid for one mobilization unless stated otherwise. All applicable discounts and special offers are included in the pricing of this project. Pricing reflects the acceptance of all base bid items and may be adjusted if individual line items are deleted. Not responsible for delays caused by strikes, accidents, weather, unmarked private utilities, or other contingencies beyond our control; if encountered the cost of these issues will be added to the final invoice. Due to current economic conditions, a material and/or fuel surcharge may apply at the time of service.

### Acceptance of Proposal

The above prices, specifications, terms and conditions are satisfactory and are hereby accepted. You are authorizing to do the work as specified. Payment will be made as outlined above,  
 SIGNATURE for: Lexington Leadership Foundation

SIGNATURE

SIGNING DATE

# Specifications

**For** Lexington Leadership Foundation      **Job Number** 220517

## **3.4 Paving Overlay**

We will pave the specified amount of existing asphalt pavement surface. First, we will thoroughly clean the entire area of all dirt and loose debris, using a power broom if necessary. We will then apply a tack coat of SS-1h liquid asphalt emulsion applied at the rate of 0.1 gallon per square yard. We will install a leveling course of asphalt to all low areas and compact. We will then pave the area with the specified amount of compacted thickness Class I bituminous surface course asphalt using a self-propelled paving machine. Vehicles are to be removed from work area by others and the area must be kept free of traffic for 12 hours to allow the new asphalt time to cure.

## **3.1 Cold Plane Milling**

We will mill the area to the specified depth using a self-loading milling machine. The area will be cleaned prior to installing the new asphalt.

## **1.1 Asphalt Repairs**

We will repair the specified amount of deteriorated asphalt pavement. First, we will sawcut/mill and excavate the pavement to the specified depth. All debris will be hauled from the site. The subbase will be compacted with a vibratory tamper or steel drum roller. Then a tack coat will be applied to the vertical side of each patch using SS-1h emulsion. Bituminous surface course asphalt will be furnished and installed to the finished grade and rolled to a compacted finish.

## **7.1 Underdrain**

We propose to furnish and install the specified amount of underdrain. First we will trench the area where the underdrain is to be installed to a depth of 24". Next we will install 4" perforated drain pipe complete with filter fabric. Then we will backfill the area with 6" of #9 stone and 3" of Class I surface asphalt and compact to a smooth and uniform finish.

## **6.1 Striping (New Layout)**

We will layout and paint all parking lines and symbols to the pre-existing layout or plans supplied by the owner, using heavy duty traffic paint conforming to Federal Specification TTP-1952B or TTP-115E.

## CONTRACT AGREEMENT TERMS AND CONDITIONS

<b>Submitted To:</b>	<b>For Job Site:</b>	<b>Quote #:</b>	220517
Damon Mazza Lexington Leadership Foundation 422 Codell Drive	436 Georgetown Street Lexington, KY 40508	<b>By:</b>	Peter Kramer

- 1. CONTRACT DOCUMENTS** Specification sheets, drawings and other documentation presented in this proposal shall be part of the contract. It is the responsibility of the customer's authorized representative to be aware of the terms and conditions stated herein and of the other contract documentation.
- 2. PAYMENT TERMS** Billing will be completed upon final completion of the job. Net 10 days. There is a 2% late charge and a 1.5% per month service charge on all past due amounts.
- 3. PERMITS AND FEES** Unless noted otherwise, this quotation excludes the cost of CITY PERMITS, BONDS, and LISCENSES or plans required to obtain the aforementioned.
- 4. UNMARKED / UNDOCUMENTED UTILITIES** The client shall be responsible for repairing any private utility lines damaged by APM during the course of this project which were un-marked, un-documented and non-conforming to prevailing codes. While APM shall be responsible for repairing utilities in situations where APM damaged marked, conforming private utility lines, APM shall not be held liable for additional costs associated with utility interruption regardless of whether the lines were marked and / or documented properly or not.
- 5. ARBITRATION** Any claim arising out of or related to this contract shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. We participate in BBB Care, a customer assistance program of the Better Business Bureau. We will cooperate with BBB efforts to assist in the resolution of market place disputes that may arise under this contract. Upon your request, we will cooperate with BBB mediation efforts and will agree to mutually binding arbitration of certain unresolved disputes. There is a per instance usage fee of \$350.00 per mediation and/or arbitration. The parties shall share the mediator's fee and any filing fees equally. For further information call the BBB at (859)259-1008 or 1-800-866-6668.
- 6. WORK ACCESSIBILITY** The price(s) quoted herein is contingent upon the work area being free of any obstructions (vehicles, dumpsters, etc.) at the scheduled project start date and time. APM reserves the right to adjust the agreed upon project price if the job conditions prevent the APM work crews from starting on time and proceeding without interruption.
- 7. EXCLUSIONS** The proposed price is contingent on the existing subsoil or base being adequate to support the pavement work. APM shall not be held liable for failure due to poor subgrade, moisture or other unforeseen circumstances such as underground water springs, contaminated soil, etc. If failure does occur, APM will notify agent or owner for inspection. On removal and replacement projects where the natural fall of the land is less than 2%, and on all patching projects, APM can not guarantee that there will be total water drainage on pavements after repair and APM shall not be held liable for ponding or retention in surrounding areas. The owner understands that the work called for in this agreement is a messy process. The parties agree that APM is not responsible for cleaning, repairing, or replacing any concrete, carpet, floor, passageway, etc., that is soiled or stained by anyone other than APM employees. APM is not responsible for sodding and seeding unless stated otherwise in the body of this proposal.
- 8. INDEMNITY** Following installation, customer shall be responsible for all materials and shall be held solely liable for all personal injuries, deaths, property damage, losses, or expenses related to or in any way connected with the materials or services provided by APM. The customer hereby agrees to indemnify and hold APM and its agents harmless from any and all loss, expense, liability, or attorney's fee in connection with such events.

As a duly authorized representative of \_\_\_\_\_ I agree to these Terms & Conditions.

Initialed \_\_\_\_\_





148 Jefferson St, Suite C  
Lexington, Kentucky 40508  
Office: 859.287.2596 | Fax: 888.799.9936

June 13, 2022

Damon Mazza  
436 Georgetown St.  
Lexington, KY 40508

Dear Mr. Mazza:

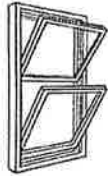
Thank you for considering Craftsmen Contractors for your upcoming project. I have put together an estimate as detailed below.

- Estimate Total \$20,960
  - Roof \$17,000
    - Full tear off down to decking
      - If wood needs replaced, it will be at the following costs
        - OSB \$90/sheet (4'x8')
        - 1x8x10' \$65/board
        - 1x10x10' \$75/board
        - 1x12x10' \$85/board
    - New Synthetic Felt
    - Drip edge on eaves and rakes
    - GAF Pro Starter Strip
    - GAF Timberline HDZ shingles
      - 50 Year Manufacturer Warranty
      - 5 Year Worksmanship Warranty
    - New hip/Ridge Cap shingles
    - Adding Ridge Vent and Hip vents
      - The roof is under ventilated and needs more ventilation added
    - New Pipe boots
  - Gutters \$3960
    - New 6" Gutters and 3x4 Downspouts

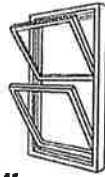
Sincerely,

John Bremer  
Craftsmen Contractors  
1200 North Limestone | Lexington, KY 40505  
O. 859.287.2596 | C. 859.619.6011 | F. 888.799.9936

[www.craftsmencontractors.com](http://www.craftsmencontractors.com)



**Window World**




**Window World of Lexington**  
 212 Southview Dr.  
 Nicholasville, KY 40356  
 (859)887-9966  
 (859)887-0525 Fax

Independently Owned and Operated  
 windowworld@ww-lex.com

**"Simply the Best for Less"**

Name: Damon Magzra Phone (H): 859-447-4607  
 Phone (W): \_\_\_\_\_  
 Install Address: 436 Georgetown St. Lexington, Ky 40508 Email: \_\_\_\_\_  
 Bill Address: \_\_\_\_\_

Comfort World Window Packages		Window Options	
<u>23</u> 4000 Series DH All-Welded	\$479 <u>11,017.00</u>	<u>23</u> 1/2 Screens	Std <u>M/C</u>
4000 Series 2 Lite Slider	\$579	Full Screens	\$30
4000 Series 3 Lite Slider	\$879	<u>23</u> Double Locks >27	Std <u>M/C</u>
4000 Series Picture/Fixed Lite	\$579	<u>23</u> Colonial Grids (Cntr)	\$55 <u>1265.00</u>
4000 Series Casement/Awning	\$579	Prairie Grids	\$62
Basement Hopper	\$479	Diamond Grids	\$79
Bay/Bow Window 3 Lite	\$4295	Tempered H Sash (BSO/TSO)	\$85
Bow Window 4-5 Lite	\$4595	Foam Enhanced Frame (IE Linear)	\$55
Garden Window	\$3295	Obscured Sash (BSO/TSO)	\$50
Specialty Windows	\$	Oriel Style (40/60 or 60/40)	\$50
Window Color Interior <u>White</u>		Almond/Beige/Clay Color	\$65
Exterior <u>White</u>		Wood Grain Interior	\$245
Exterior Trim <u>White</u>		White Interior/Beige Ext	\$245
<b>All Windows Include Solar Zone Glass, Exterior Trim &amp; Installation</b>		Laminated Ext. (Includes Full Screen)	\$295
		Triple Glass U.21	\$165
<b>Doors</b>		Oversized Frame (above 80" tall)	\$115
VSP Vinyl Patio Door 6'	\$1995	Internal Mini Blinds	\$995
VSP Vinyl Patio Door 8'	\$2195	<b>Miscellaneous</b>	
VSP Vinyl Patio Door 9'	\$2295	Custom Ext Trim White	\$150
Classic Style 5" Frame	\$265	Custom Ext Trim Colors	\$160
French Style	\$365	Custom Entry Door Trim	\$225
Colonial Grids (Cntr)	\$245	Specialty Window Ext Trim	\$
Foot & Key Lock	\$125	Mull To Form Multi Unit	\$60
Patio Door Beige/Clay	\$245	Install Int. Stops	\$95
Storm Door Full View/Self Cont.	\$	Install Int. Casing 2 1/2" - 3 1/2" Col-Rneh	\$150
Internal Mini Blinds (5', 6')	\$1495	Repair Sill or Jamb	\$95
<b>All Patio Doors Include Solar Zone Glass Exterior Trim &amp; Installation</b>		Mullion Removal	\$60
		Remove & Re Install	\$
		Mobile Home Build Out	\$275
		Integral J Channel Build Out	\$185

No Extra Work If Not In Writing



Site Set-up & Disposal Fee \$95 \$ 95.00  
 Total Amount \$ 12,377.00  
 Custom Order Deposit 50% \$ 6,189.00  
 Balance Paid to Installer at Completion \$ 6,188.00  
 Amount Financed \$ \_\_\_\_\_  
 3% fee added to all credit cards

You the buyer may cancel this transaction at any time prior to midnight of the third business day after the date of the transaction. Buyer may use this contract as written notice by writing "I hereby Cancel" at the bottom and adding Buyers Name and Signature. This Notice must be delivered to the seller address shown above. **THIS IS A CUSTOM ORDER NOT FOR RESALE!**

Was this residence built after 1978 YES NO  
 Salesman [Signature] Initials [Initials] Date 6/1/22  
 Owner \_\_\_\_\_ Date \_\_\_\_\_  
 Owner \_\_\_\_\_ Date \_\_\_\_\_



## Total Security Solutions

Lexington Leadership Foundation  
422 Codell Drive  
Lexington, KY  
Attn: Christian & Damon

June 3, 2022

RE: 436 Georgetown St.

Proposal: Install new access control system throughout the property.

Description: Install new access control system on two entry doors in the facility. One new proximity reader, access control panel and electronic locking system will be installed for each door. In order to enter into the space, a person must have an authorized proximity fob and present it to the reader. This will momentarily unlock the door, allowing entry. Door will lock back upon closure. System administrators can now access the system with any web browser and proper login credentials. New system has a 10,000 user capacity, 25,000 built in event buffer and allows for programming of automatic openings, employee access restrictions, etc. Management software and firmware updates are free from the manufacturer.

#### Materials:

- 1 CDVI Access Control Panel
- 2 Proximity Readers
- 2 Electronic Strikes
- 2 Storeroom Function Lever Locks
- 1 Power Supply
- 25 Proximity Keyfobs
- Software/Training
- Cable/Labor
- Misc. Equip. (connectors, conduit, etc.)

Total Installed: \$6,468

Notes: A network connection will be required on both properties. Systems can be integrated into each other or operated separately.

Prepared by:

Will Burdine

**1475 Leestown Road | Lexington, KY 40511**  
**(859)254-2084 | burdinesecuritygroup.com**



**FIFTH THIRD BANK**  
(CENTRAL KENTUCKY)  
P.O. BOX 630900 CINCINNATI OH 45263-0900

LEXINGTON LEADERSHIP FOUND  
PO BOX 54642  
LEXINGTON KY 40555-4642



0

194

Statement Period Date: 4/23/2022 - 5/23/2022  
Account Type: NON-PROFIT CHECKING  
Account Number: 64212379

Banking Center: Harrodsburg Road  
Customer Service: 800-972-3030  
Internet Banking & Bill Payment: 53.com

THANK YOU FOR BEING A FIFTH THIRD CUSTOMER. WE GREATLY VALUE YOUR TRUST AND CONFIDENCE AND SINCERELY APPRECIATE THE OPPORTUNITY TO SERVE YOU.

**Account Summary - 64212379**

<b>04/23</b>	<b>Beginning Balance</b>	<b>\$160,547.80</b>	Number of Days in Period	31
35	Checks	\$(12,681.24)		
22	Withdrawals / Debits	\$(105,414.70)		
29	Deposits / Credits	\$198,161.92		
<b>05/23</b>	<b>Ending Balance</b>	<b>\$240,613.78</b>		

**Checks**

**35 checks totaling \$12,681.24**

\* Indicates gap in check sequence    i = Electronic Image    s = Substitute Check

Number	Date Paid	Amount	Number	Date Paid	Amount	Number	Date Paid	Amount
3119 i	05/12	120.90	9245*i	05/05	375.25	9258 i	05/09	82.00
9217*i	04/27	52.75	9246 i	05/06	464.11	9259 i	05/06	498.50
9227*i	05/03	300.00	9247 i	05/05	25.00	9261*i	05/06	25.01
9233*i	05/11	45.20	9248 i	05/04	97.90	9262 i	05/05	62.50
9234 i	05/03	145.82	9249 i	05/04	730.07	9263 i	05/12	240.00
9235 i	05/03	67.11	9250 i	05/06	288.89	9265*i	05/16	52.00
9236 i	05/03	125.51	9251 i	05/04	55.00	9266 i	05/19	453.75
9237 i	05/03	348.00	9252 i	05/05	221.87	9267 i	05/19	1,256.55
9238 i	05/03	1,259.00	9254*i	05/05	389.44	9268 i	05/20	145.96
9240*i	05/02	69.00	9255 i	05/10	2,750.00	9269 i	05/20	225.00
9242*i	05/03	220.00	9256 i	05/06	75.00	9273*i	05/20	127.50
9243 i	05/03	1,200.00	9257 i	05/11	86.65			

**Withdrawals / Debits**

**22 items totaling \$105,414.70**

Date	Amount	Description
04/25	254.95	Kentucky Utiliti PAYMENT 350007681470 042522
04/25	310.05	Kentucky Utiliti PAYMENT 350007681488 042522
04/25	2,997.99	Kentucky Utiliti PAYMENT 300039108349 042522
04/25	99.37	5/3 ONLINE TRANSFER TO CC: XXXXXXXXXXXX0497 REF # 00800993903
04/27	809.30	THE GUARDIAN MAY GP INS 76200600CC20000 Lexington Leadership F 042722
04/28	135.00	KENTUCKY NONPROF KYNONPROFI M63679277123 LEXINGTON LEADERSHIP F 042822
04/28	58,974.71	PAYCHEX INC. PAYROLL 97028200026416X LEXINGTON LEADERSHIP F 042822
04/29	53.43	KENTUCKY-AMERICA PAYMENT 220021679559 042922
04/29	85.93	KENTUCKY-AMERICA PAYMENT 220024772433 042922
04/29	240.22	PAYCHEX EIB INVOICE X97037300011307 LEXINGTON LEADERSHIP F 042922
04/29	19,868.74	PAYCHEX TPS 36044 TAXES 97032000012086X LEXINGTON LEADERSHIP F 042922
05/02	10,000.00	5/3 ONLINE PYMT TO CITIBUSINE- ACCT XXXXXXXXXXXX8271
05/03	102.20	WEB INITIATED PAYMENT AT Metro Fibernet L MetFibeNet 050322
05/03	4,703.83	000 GPURCHRSTR 000 INVESTMENT 000000763910012 LEXINGTON LEADERSHIP 050322
05/03	5,393.38	5/3 ONLINE PYMT TO CITIBUSINE- ACCT XXXXXXXXXXXX8271
05/04	135.00	WEB INITIATED PAYMENT AT KENTUCKY NONPROF KYNONPROFI M63690334713 050422
05/06	149.61	LEXSERV 9128183001 WATER 0220766300 LEXINGTON LEADERSHIP F 050622
05/06	525.02	WEB INITIATED PAYMENT AT SALSA LABS INC WEB PMTS PW90MJ 050622

For additional information and account disclosures, please visit [www.53.com](http://www.53.com)



FIFTH THIRD BANK

**Withdrawals / Debits - continued**

Date	Amount	Description
05/09	17.21	KENTUCKY-AMERICA PAYMENT 220036234378 050922
05/09	391.27	SPECTRUM SPECTRUM 1968070 050922
05/17	35.29	LEXSERV 9128183001 WATER 0168869301 LEXINGTON LEADERSHIP F 051722
05/17	132.20	WEB INITIATED PAYMENT AT Metro Fibernet L MetFibeNet 051722

**Deposits / Credits**

**29 items totaling \$198,161.92**

Date	Amount	Description
04/26	200.00	NCF ACH22425 104402 LEXINGTON LEADERSHIP F 042622
04/27	700.24	NCF ACH22426 104402 LEXINGTON LEADERSHIP F 042722
04/27	964.85	PAYPAL TRANSFER 1019761640199 042722
04/27	1,392.39	DEPOSIT
04/29	9,106.00	DEPOSIT
04/29	9,612.92	Knoxville Leade 1000234612 Airbase 449075 Lexington Leadership F 042922
05/02	11.62	UKOGF FOUNDATION Payments 7VW82JLN9D LEXINGTON LEADERSHIP F 050222
05/02	998.32	BENEVITY FUND DONATION 7Y9G21SNPZ LEXINGTON LEADERSHIP F 050222
05/02	4,797.72	Youth Collaborat Receivable 025BAJSWLY7ETDX Lexington Leadership F 025BAJSWLY7ETDX Youth Collaborat Bill.com Inv #SMFR_Mar2022 050222
05/02	8,250.00	MAPFOUNDATION PAYMENT NO ID Lexington Leadership F MONTHLY EXPENSE ALLOWANCE - WOODHILL COMMUNITY CENTER 050222
05/03	275.00	NCF ACH2252 104402 LEXINGTON LEADERSHIP F 050322
05/04	600.00	NCF ACH2253 104402 LEXINGTON LEADERSHIP F 050422
05/04	6,650.00	DEPOSIT
05/04	100,000.00	DEPOSIT
05/06	6,600.00	DEPOSIT
05/11	1,127.13	NCF ACH22510 104402 LEXINGTON LEADERSHIP F 051122
05/11	1,550.00	DEPOSIT
05/12	200.00	NCF ACH22511 104402 LEXINGTON LEADERSHIP F 051222
05/13	1,475.00	DEPOSIT
05/16	99.00	GiveGab.com GiveGab.co ST-W3E7W8S4U9M2 LEXINGTON LEADERSHIP F 051622
05/17	1,500.00	NCF ACH22516 104402 LEXINGTON LEADERSHIP F 051722
05/17	1,975.00	GiveGab.com GiveGab.co ST-U3T8G7M4H2G3 LEXINGTON LEADERSHIP F 051722
05/17	3,316.67	DEPOSIT
05/17	27,956.79	DEPOSIT
05/18	4,378.30	GiveGab.com GiveGab.co ST-X9M9J9D9Q8J2 LEXINGTON LEADERSHIP F 051822
05/19	23.97	STRIPE TRANSFER ST-K7J8I0C1E9Y1 LEXINGTON LEADERSHIP F 051922
05/20	775.00	NCF ACH22519 104402 LEXINGTON LEADERSHIP F 052022
05/20	3,475.00	DEPOSIT
05/23	150.94	STRIPE TRANSFER ST-J8P2O2K3N4N7 LEXINGTON LEADERSHIP F 052322

**Daily Balance Summary**

Date	Amount	Date	Amount	Date	Amount
04/25	156,885.44	05/04	195,272.60	05/13	199,391.30
04/26	157,085.44	05/05	194,198.54	05/16	199,438.30
04/27	159,280.87	05/06	198,772.40	05/17	234,019.27
04/28	100,171.16	05/09	198,281.92	05/18	238,397.57
04/29	98,641.76	05/10	195,531.92	05/19	236,711.24
05/02	102,630.42	05/11	198,077.20	05/20	240,462.84
05/03	89,040.57	05/12	197,916.30	05/23	240,613.78

IMPORTANT FEE CHANGE FOR FIFTH THIRD CONSUMER ACCOUNTS: THE OVERDRAFT - RETURNED ITEM FEE WILL NO LONGER BE CHARGED AS OF 6/23/22. THEREFORE, BEGINNING JUNE 23, WE WILL NO LONGER CHARGE A FEE WHEN A CHECK OR PAYMENT CAUSES AN OVERDRAFT AND IS RETURNED. PLEASE NOTE: THE OVERDRAFT FEE OF \$37 HAS NOT CHANGED AND CAN STILL BE CHARGED IF WE PAY AN ITEM THAT RESULTS IN AN OVERDRAFT TO YOUR ACCOUNT.

**FINANCIAL SERVICES STATEMENT**



LEX LEADERSHIP FOUNDATION INC  
PO BOX 54642  
LEXINGTON KY 40555-4642



Statement Date: 05/31/2022

*Reconciled 6/7/22 Sjo*

Account No.: \*\*\*\*\*3016 Page: 1

This Statement Cycle Reflects 32 Days

The Interest Earned And The Annual Percentage Yield Earned  
Are Based On The Period 04/30/2022 Through 05/31/2022

MONITOR YOUR CREDIT SCORE FOR FREE  
AT MYCREDIT.FSNB.NET

*paid  
EB  
6-7-22*

**MONEY MARKET SUMMARY**

Type: REG Status: Active

BALANCE	DEPOSITS AND CREDITS		CHECKS AND DEBITS		SERVICE CHARGE	BALANCE THIS STATEMENT
LAST STATEMENT	NO.	TOTAL AMOUNT	NO.	TOTAL AMOUNT		
270,996.11	1	1.64	1	100,000.00	.00	170,997.75

Annual Percentage Yield Earned 0.01 %  
Interest Paid This Year 10.47  
Interest Paid Last Year 27.00  
Average Balance (Collected) 186,621.11+

**ALL CREDIT ACTIVITY**

Date	Description	Amount
05/31/22	INTEREST PAID	1.64

**CHECKS AND OTHER DEBITS**

\* indicates a gap in the check numbers

Date	Check #	Amount	Date	Check #	Amount
05/05/22	117	100,000.00			



**FINANCIAL SERVICES STATEMENT**



Statement Date: 05/31/2022

Account No.: \*\*\*\*\*3016 Page: 2

**DAILY BALANCE SUMMARY**

Beginning Ledger Balance on 04/29/22 was 270,996.11

Date	Balance	Date	Balance	Date	Balance
05/05/22	170,996.11	05/31/22	170,997.75		

**INTEREST RATE SUMMARY**

Date	Rate	Date	Rate	Date	Rate
04/29/22	0.01 %				



# BANK OF THE BLUEGRASS

& TRUST CO.  
"locally owned & independent since 1972"

FDIC  
FINANCIAL SERVICES STATEMENT

101 East High Street  
Lexington, KY 40507  
(859) 233-4500  
www.bankofthebluegrass.com  
(859) 381-8845 - Around the Clock Banking

LEXINGTON LEADERSHIP FOUNDATION INC  
PO BOX 54642  
LEXINGTON KY 40555-4642



Statement Date: 05/31/2022

Account No.: XXXXXX100 Page: 1

## PREMIER MONEY MARKET SUMMARY

Type: REG Status: Active

Category	Number	Amount
Balance Forward From 04/29/22		250,099.68
Debits		0.00
Interest Added This Statement		21.93+
Ending Balance On 05/31/22		250,121.61
Annual Percentage Yield Earned	0.10%	
Interest Paid This Year	113.73	
Interest Paid Last Year	7.88	
Average Balance (Collected)	250,099.68+	

Direct Inquiries About Electronic Entries To:  
BANK OF THE BLUEGRASS & TRUST  
101 EAST HIGH STREET  
LEXINGTON KY 40507  
Phone: (859) 233-4500

## ALL CREDIT ACTIVITY

Date	Description	Amount
05/31/22	INTEREST PAID	21.93

## DAILY BALANCE SUMMARY

Beginning Ledger Balance on 04/29/22 was 250,099.68

Date	Balance	Date	Balance	Date	Balance
05/31/22	250,121.61				

## OVERDRAFT FEE SUMMARY



	Total For This Period	Total Year-To-Date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00



# BANK OF THE BLUEGRASS

& TRUST CO.

"locally owned & independent since 1972"

   
FINANCIAL SERVICES STATEMENT

101 East High Street  
Lexington, KY 40507  
(859) 233-4500  
www.bankofthebluegrass.com  
(859) 381-8845 - Around the Clock Banking

Statement Date: **05/31/2022**

Account No.: **XXXXXX100** Page: **2**

**This Statement Cycle Reflects 32 Days**

**The Interest Earned And The Annual Percentage Yield Earned  
Are Based On The Period 04/30/2022 Through 05/31/2022**

EFFECTIVE 5/10/2022, OUR FEE SCHEDULE WILL REFLECT THE FOLLOWING CHANGES: AOD PAID ITEM FEE AND NON-SUFFICIENT FUNDS FEE, UCF AOD PAID ITEM FEE AND RETURN ITEM FEE(S) WILL CHANGE FROM \$30 PER ITEM TO \$30 PER PRESENTMENT.

## LEASE

**THIS LEASE** ("Lease") is made and entered into effective as of January 1, 2022 by and between **THE MAP FOUNDATION, INC.**, a Kentucky corporation whose principal office address is 1999 Richmond Road, Suite 300, Lexington, Kentucky 40502 (hereinafter referred to as "MAP") and **LEXINGTON LEADERSHIP FOUNDATION, INC.**, a Kentucky corporation whose mailing address is 422 Codell Drive, Lexington, Kentucky 40509 (hereinafter referred to as "Tenant").

**WHEREAS**, MAP currently owns that certain property located at 436 Georgetown Street, Lexington, Fayette County, Kentucky, and known as the Center for Fathers and Families (the "Premises"); and

**WHEREAS**, MAP wishes to lease said Premises to Tenant, and Tenant wishes to lease said Premises from MAP.

**NOW, THEREFORE**, for good and valuable consideration paid, the receipt and sufficiency of which are hereby acknowledged, MAP and Tenant agree as follows:

**1. Premises.** Subject to the terms and conditions set forth in this Lease, MAP leases to Tenant and Tenant leases from MAP the Premises, plus all easements and rights appurtenant thereto and the fixtures thereon, either permanently installed or belonging to or used in connection with the Premises, as well as all furnishings or equipment located and used thereon.

**2. Commencement Date; Term.** The term of this Lease (the "Term") shall commence on January 1, 2022 ("Commencement Date") and shall end on December 31, 2027. The Tenant shall have the right to renew or extend this Lease by giving sixty (60) days' written notice prior to the expiration of the Term of its intention to renew or extend this Lease.

**3. Rent.** During the Term hereof, Tenant shall pay to MAP as rental amount for the Premises (the "Rent") the amount of One Dollar (\$1.00) per year. The Rent shall be payable in advance on or before the 1<sup>st</sup> day of each January during the Term at the address set forth on the first page of this Lease without any deduction of any amount of said rental.

**4. Condition of Premises; Use and Restrictions.**

**A. Compliance.** As of the Commencement Date, MAP represents and warrants that, to the best of its knowledge, the Premises are in material compliance with all laws, statutes, or ordinances applicable to the Premises.

**B. Use.** Tenant shall not do or permit done in or about the Premises anything which is illegal or unlawful, or which is of a hazardous or dangerous nature. Tenant and its employees, guests, invitees, and licensees shall observe all laws applicable to the use, occupancy, or maintenance of the Premises.

**C. Hazardous Materials.** Tenant shall not store, produce, or dispose of any hazardous, toxic, flammable or dangerous waste, substance or material, including, without limitation, petroleum, on or in the Premises, except in compliance with all applicable health, safety, and environmental laws.

**D. No Representations.** Tenant represents that Tenant is leasing the Premises in its "as-is, where is" physical condition on the date hereof, including all existing leasehold improvements. MAP shall have no obligation whatsoever to perform any improvements to the Premises, except as otherwise expressly provided herein. In making and executing this Lease, Tenant has not relied upon or been induced by any statements or representations of any persons, other than those, if any, set forth expressly in this Lease, in respect of the physical condition of the Premises or of any other matter affecting the Premises or this transaction that might be pertinent in considering the leasing of the Premises or the execution of this Lease. Tenant has, on the contrary, relied solely on such representations, if any, as are expressly made herein and on such investigations, examinations and inspections as Tenant has chosen to make or have made. Tenant acknowledges that MAP has afforded Tenant the opportunity for full and complete investigations, examinations and inspections of the Premises.

**E. Alterations.**

(i) Tenant shall not, without the prior written consent of MAP, make any additions, changes, alterations, or improvements ("alterations") to the Premises. MAP may impose reasonable requirements as a condition of such consent including, without limitation, the submission of drawings, plans, and specifications for MAP's prior written approval, affidavits listing all contractors, subcontractors, and suppliers, affidavits from engineers acceptable to MAP stating that the alterations will not adversely affect the systems and equipment or the structure of the property, and requirements as to the manner and times in which such alterations shall be done. Tenant shall give written notice to MAP of any intent to make alterations, together with copies of the plans and specifications, if any, for such alterations. Tenant agrees that alterations shall be performed in a good and workmanlike manner, as coordinated and approved by MAP, and all materials used shall be of a quality comparable to or better than those in the Premises and property and, where required, shall be in accordance with plans and specifications approved by MAP.

(ii) Tenant shall keep the property and Premises free from any mechanic's, materialman's, or similar liens or other such encumbrances in connection with any alterations on or respecting the Premises and shall indemnify and hold MAP harmless from and against any claims, liabilities, judgments, or costs (including attorney fees) arising out of the same or in connection therewith. Tenant shall give MAP notice at least twenty (20) days prior to the commencement of any alterations on the Premises (or such additional time as may be necessary under applicable law) to afford MAP the opportunity of posting and recording appropriate notices of non-responsibility. Tenant shall remove any such lien or encumbrance within fifteen (15) days after written notice by MAP, and if Tenant shall fail to do so, MAP may pay the amount necessary to remove such lien or encumbrance, without being responsible for making any investigation as to the validity thereof, and the amount so paid shall be deemed additional rent reserved under this Lease due and payable upon demand, without limitation as to other remedies available to MAP under this Lease. Any claim to a lien or encumbrance upon the property or Premises arising in connection with any alterations on or respecting the Premises not performed by or at the request of MAP, shall be null and void, or at MAP's option shall attach only against Tenant's interest in the Premises and shall in all respects be subordinate to MAP's title to the property and Premises.

## 5. Utility Expenses and Taxes.

**A. Utilities.** Tenant shall make all arrangements for, and shall pay when due, all charges for all utilities and services furnished to the Premises or used by Tenant, including but not limited to: electricity, gas, fuel, heat, water, sewer, telephone, power, sanitary services, and trash collection. Tenant shall also make all arrangements for, and shall pay when due, all charges for connection of any such utility or service to the Premises. It is specifically understood and agreed that Tenant shall be responsible for and shall pay all security deposits required by any utility company. MAP shall have no liability for any interruption or failure in the supply of any such utilities to the Premises.

### **B. Taxes.**

(i) **Definition.** "Taxes and Assessments" shall mean any and all of the following levied, assessed, or imposed with respect to the Premises or any part of the Premises in any calendar year: real property ad valorem taxes, assessments, charges made by any public or quasi-public authority for the land and all improvements or betterments related directly or indirectly to the Premises, sanitary taxes or charges, sewer or water taxes or charges, encumbrances, levies, assessments or taxes of any nature whatsoever, whether special or general, whether ordinary or extraordinary and whether payable in installments or not. If, at any time during this Lease, the laws concerning the method of real property taxation prevailing on the date of this Lease are changed so that a tax or excise on rents or any other tax, however described, is levied, assessed, or imposed against MAP or the Premises as a direct or indirect substitution in whole or in part for any of the Taxes and/or Assessments described above, then the term "Taxes and Assessments" shall also include the substituted tax or excise on rents or other substituted tax.

(ii) **Real Estate Taxes.** MAP shall pay directly to the appropriate collecting authority before delinquency all Taxes and Assessments for each calendar year during the term of this Lease.

(iii) **Personal Property Taxes.** Tenant shall pay all taxes and assessments on Tenant's personal property on the Premises. If MAP has paid any such taxes in the first instance, as required by the applicable authorities, Tenant shall reimburse MAP immediately upon Tenant's receipt of paid invoices for such taxes; provided, however, MAP shall use reasonable efforts to give Tenant notice of any such tax prior to payment of same.

## 6. Indemnity; Insurance.

**A. Indemnity by Tenant.** Tenant shall indemnify and hold MAP harmless from and against any and all loss, damage, liability, or expense, including reasonable attorneys' fees, resulting from any injury to or death of any person, or any loss of or damage to any property, caused by, arising out of, or related to any act or omission of Tenant or of any officer, agent, employee, guest, invitee, or licensee of Tenant on, in or about the Premises.

**B. Public Liability Insurance.** Tenant shall maintain, at Tenant's sole expense, public liability insurance with respect to the operations conducted within the Premises, insuring against liability for events occurring during the term of this Lease, and further insuring against injury to or death of any person or loss of or damage to any property as a result of such

operations. MAP shall maintain, at MAP's sole expense, similar public liability insurance with respect to the Premises.

**C. Fire Insurance.** MAP shall maintain fire and extended coverage insurance against the Premises equal in amount to the full replacement value of said Premises, including all fixtures and personal property affixed to the Premises. Tenant shall maintain fire and extended coverage insurance against its personal property contents located in or about the Premises.

**D. Combined Coverage.** The parties shall be authorized to maintain the insurance coverage required under this Section 6 under a combined/umbrella policy naming both MAP and Tenant as the primary insured parties.

**E. Certificate of Insurance.** As soon as reasonably practicable, Tenant shall provide MAP with a Certificate of Insurance confirming that Tenant has procured all insurance required under this Lease.

**F. Waiver of Subrogation.** MAP and Tenant each release and relieve the other, and on behalf of their insurers waive their right of recovery against the other for loss or damage arising out of or incident to the casualties covered by the insurance required by this Lease, regardless of whether loss or damage arises out of the negligence of the party released, its agents, invitees, employees, or otherwise. Both MAP and Tenant shall require that their respective insurance policies contain a waiver of subrogation clause or endorsement.

## **7. Repair, Maintenance, Damage or Destruction.**

**A. Tenant's obligations.** Tenant shall keep and maintain the entire Premises and appurtenances, including, ceilings, walls, carpet, doors, interior glass, light fixtures and bulbs, keys and locks, fire extinguishers and other fixtures, in good order and sanitary condition and shall bear the cost associated therewith.

**B. MAP's obligations.** MAP shall maintain and make all repairs to the Premises and appurtenances, including the roofs, structural components, landscaping, HVAC, electrical and plumbing systems during the Term of this Lease and shall bear the risk of loss with respect to such repairs unless they are caused by the neglect or intentional act or omission of Tenant or its agents, employees or guests, in which case such repairs shall be the responsibility of Tenant. Upon receipt of notice by Tenant that a repair is required, MAP shall commence such repair within a reasonable amount of time given the nature and urgency of the instant repair.

**C. Personal Property.** All personal property, including trade fixtures, of Tenant located in or about the Premises shall be the sole responsibility of Tenant, who shall bear the risk of loss with respect to that property. Unless loss of or damage to that property is caused by the negligent or intentional act or omission of MAP or its agents or employees, MAP shall not be responsible for such loss or damage.

**D. Restoration of damage.** If the Premises or any part hereof shall be damaged by fire or other casualty, Tenant shall give prompt notice to MAP. In such event and within 120 days from the date of such casualty, MAP shall commence to restore the Premises and thereafter diligently complete such restoration. Such repair shall substantially restore the condition of the Premises prior to the casualty, except for modifications required by zoning and

building codes and other laws, and except that MAP shall not be required to repair or replace any of Tenant's furniture, furnishings, fixtures, or equipment. MAP shall not be liable for any inconvenience or annoyance to Tenant or its visitors, or injury to Tenant's business resulting in any way from such damage or the repair thereof, except that MAP shall allow Tenant a proportionate abatement of rent during the time and to the extent the Premises are unfit for occupancy and not occupied by Tenant as a result of such damages.

**E. Termination of Lease for substantial damage.** Notwithstanding the foregoing to the contrary, if the property shall be damaged by fire or other casualty, MAP shall notify Tenant within 90 days after the fire or other casualty, and within 15 days after such notice, MAP or Tenant, may at either's option, terminate, without liability to the other party, this Lease by giving notice to the other of such termination in the event that any of the following conditions occur: (i) in MAP's reasonable opinion, repairs cannot be completed within 120 days after being commenced without the payment of overtime or other premiums; (ii) in MAP's reasonable opinion, more than 50% of the rentable area of the property is damaged to any material extent (which shall include damage by smoke or water) whether or not the Premises shall have been damaged by such fire or other casualty; (iii) any holder (as defined in Article XXVI) shall require that the insurance proceeds of any portion thereof be used to retire the mortgage debt; or (iv) the damage is not covered by appropriate insurance policies.

**8. Assignment and Subletting; Subordination.** Tenant shall not assign this Lease or sublet the Premises without the prior written consent of MAP, which consent shall not be unreasonably withheld. Tenant's rights under this Lease shall be subordinate to the rights of any mortgagee or purchaser of the Premises, whether that mortgagee or purchaser's rights are prior or subsequent in time to those of Tenant, provided such mortgagee or purchaser agrees that it will honor Tenant's rights hereunder for so long as Tenant is not in default under this Lease.

**9. Surrender.** Upon the termination of this Lease for whatever reason, Tenant shall surrender the Premises to MAP in good condition and repair (including, without limitation, all additions and alterations constructed on the Premises, and all fixtures affixed to the Premises, except trade fixtures and furniture installed by Tenant), reasonable wear and tear and casualty not attributable to Tenant's act or omission excepted. In the event that the Premises are damaged at the time of surrender due to an act or omission of Tenant, Tenant's responsibility for that damage shall be limited to that portion of the repair or restoration not paid by casualty insurance maintained by Tenant. In removing its trade fixtures and personal property from the Premises, Tenant shall completely repair any and all damage to the Premises resulting from that removal. If Tenant fails to remove any of such property or to adequately repair damage caused by the removal, MAP may at MAP's option remove the property or repair the damage, in which event the cost of removal or repair shall be due and payable by Tenant to MAP upon demand.

**10. Default.**

**A. Events of Default.** Each of the following shall constitute an Event of Default under the terms of this Lease:

(i) Tenant's failure to pay any sum due under this Lease within ten (10) days following written notice from MAP;

(ii) Tenant shall apply for or consent to the appointment of a receiver, trustee or liquidator of Tenant or of all or a substantial part of its assets, file a voluntary petition

in bankruptcy, or admit in writing its inability to pay its debts as they become due, make a general assignment for the benefit of creditors, file a petition or an answer seeking reorganization or an arrangement with creditors or to take advantage of any insolvency law, or if an order, judgment or decree shall be entered by a court of competent jurisdiction, on the application of a creditor, adjudicating Tenant a bankrupt or insolvent or approving a petition seeking reorganization or appointing a receiver, trustee or liquidator of Tenant or of all or a substantial part of its assets;

Tenant's failure to cure any material event of noncompliance with this Lease within thirty (30) days (or such longer period, not to exceed ninety (90) days, as is necessary to cure such failure provided that (i) the failure is capable of being cured and (ii) the Tenant has made a good faith effort to cure such failure at all times following written notice from MAP of such failure) after receiving written notice from MAP specifying the event of non-compliance.

**B. MAP's Rights.** Upon the occurrence of any Event of Default, MAP shall have the right, at its sole option, (i) to terminate this Lease, and notwithstanding such termination, to exercise such other rights and remedies as are provided by law or in equity, (ii) without terminating the Lease, to enter upon the Premises and remove Tenant's personal property therefrom and to re-let all or any portion thereof for any term, at such rent and upon such conditions as may be determined by MAP in its sole discretion, and Tenant shall be liable to MAP for the difference between the sums received by MAP as a result of such re-letting and the amounts due from Tenant under this Lease, together with all costs and expenses (including reasonable attorney's fees) incurred by MAP in connection with such re-letting. The rights, options, elections, powers, and remedies contained in this Lease and those at law and equity shall be construed as cumulative and no one of them shall be exclusive of any of the others. The exercise by MAP of any one right or remedy shall not impair any other right or remedy until all obligations upon the part of Tenant shall have been fully performed.

**C. Non-waiver.** Either party's failure to give notice of any event of non-compliance with any provision of this Lease to the other party, or either party's failure to avail itself of any right or remedy available to it upon the occurrence of any Event of Default shall not constitute a waiver of the right to exercise any or all of its rights or remedies upon the subsequent occurrence of a similar or different Event of Default. No waiver of either party's rights or remedies hereunder shall be effective unless set forth in a writing signed by such party, and then only to the extent set forth therein.

**11. Quiet Enjoyment.** MAP covenants that upon the observance and performance of all the terms, covenants, and conditions of this Lease on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the Premises, subject, nevertheless, to the terms and conditions of this Lease.

**12. Notice.** Whenever written notice, consent, or approval is required or permitted hereunder, that communication shall be in writing and shall be deposited in the United States mail, certified or registered mail, to the party to whom the communication is directed at the addresses set forth at the beginning of this Lease. Notice shall be deemed received when hand delivered or two (2) business days after being mailed in accordance with this Section.

**13. Miscellaneous.**

**A. Time of Essence.** Time is of the essence with respect to the performance of all of the obligations of MAP and Tenant contained in this Lease.

**B. Benefit.** This Lease shall be binding upon and inure to the benefit of the parties, their respective heirs, executors, administrators, and permitted successors and assigns.

**C. Headings.** The headings of the sections contained in this Lease are for convenience only and shall not be considered or referred to in resolving questions or interpretation or construction of this Lease.

**D. Complete Agreement/Amendment.** This Lease contains all of the covenants and agreements between the parties relating to the Premises. No prior agreement or understanding pertaining to the same shall be valid or of any force and effect. This Lease may not be altered, changed, modified, or added to except in a writing signed by the party sought to be charged.

**E. Applicable Law.** This Lease shall be governed in accordance with the laws of the Commonwealth of Kentucky.

**F. Severability.** The provisions of this Lease are severable, and if any clause or provision of this Lease shall be held invalid or unenforceable in whole or in part, then such clause or provision shall be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability or the remaining provisions hereof.

**G. Jurisdiction and Venue; Service.** The parties agree that the sole proper venue for the determination of any litigation commenced by MAP against Tenant or Tenant against MAP on any basis shall be in a court of competent jurisdiction which is located in Fayette County, Kentucky, and the parties hereby expressly declare that any other venue shall be improper and MAP and Tenant expressly waive any right to a determination of any such litigation against such party by a court in any other venue. MAP and Tenant further agree that service of process by any judicial officer or by registered or certified U.S. mail shall establish personal jurisdiction over such MAP and Tenant and MAP and Tenant waive any rights under the laws of any state to object to jurisdiction within the Commonwealth of Kentucky. The aforesaid means of obtaining personal jurisdiction and perfecting service of process are not intended to be exclusive but are cumulative and in addition to all other means of obtaining personal jurisdiction and perfecting service of process now or hereafter provided by the laws of the Commonwealth of Kentucky.

**H. Counterpart Execution.** This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Lease.

**I. Dispute Resolution.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Lease, or the breach thereof, the parties hereto shall use their best efforts to settle such dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests,



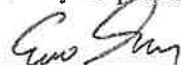
attempt to reach a just and equitable resolution satisfactory to both parties. If the parties are unable to reach such resolution within sixty (60) days, then upon notice by either party to the other, any such claim, controversy, question, disagreement or dispute arising out of or relating to this Lease, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association, or such other organization or individual(s) as the parties hereto may mutually agree, in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over such claim, controversy or dispute. Notwithstanding anything in this Section 14.I to the contrary and without regard to the 60-day time period set forth above in this Section 14.I, any party may at any time apply for or seek arbitration administered by the American Arbitration Association for the purpose of seeking injunctive relief until a final arbitration award can be rendered or the controversy can be otherwise resolved. Either party may also, without waiving any rights or remedy under this Lease, seek from any court having jurisdiction, interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of an arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy). Any arbitration proceeding held under or pursuant to this Lease shall be conducted in Lexington, Kentucky. The prevailing party in any action or proceeding between the parties hereto with respect to this Agreement and the transactions contemplated hereby shall be entitled to have and recover all costs, expenses and reasonable attorneys' fees incurred in connection therewith.

**J. Joint and Several.** The terms, covenants, conditions and obligations contained in this Lease shall be applicable to and binding upon Tenant, jointly and severally.

**IN TESTIMONY WHEREOF, WITNESS** the signatures of the parties hereto as of the day and year first above written.

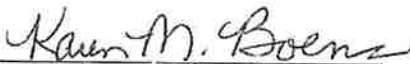
**LEXINGTON LEADERSHIP  
FOUNDATION, INC.**

a Kentucky corporation

By:   
Name: Eric Gerry  
Title: CEO

**THE MAP FOUNDATION, INC.**

a Kentucky corporation

By:   
Name: Karen M. Boens  
Title: Corporate Secretary

## Narrative Project 2 - Facility Improvements: Woodhill Community Center

### Section 1 – Provision of Services

Lexington Leadership Foundation, (LLF) is a 501(c)(3) Nonprofit Community Entity in good standing with Kentucky Secretary of State and has obtained a Gold Seal of approval from GuideStar.org (Appendix 2). Since inception in 1999, LLF has operated programs that serve low-income, marginalized, and underserved residents of Fayette County through multiple initiatives. Our mission is to *connect, unify, and mobilize leaders so Lexington is transformed into a city where all can thrive*. We are engaged in meeting family well-being, personal growth and improvement, social welfare, and economic growth needs for the disadvantaged through the Amachi mentoring program, Fatherhood Initiative (FI) education and enrichment services, Urban Impact youth leadership programs, and the Woodhill Community Center (WCC). LLF operates in diverse communities of Lexington representing multiple ethnic groups, most of which fall below the poverty line and have an increased risk of negative social and environmental outcomes, lack of transportation, under-resourced schools, food insecurity, and lack of meaningful employment. LLF involves community members in assessing and addressing local needs through its Board of Directors, more than 70 active community partners, more than 650 leaders and volunteers annually, and over 3,000 people served in a typical year.

Facility Project 2 proposal request outlines facility expansion and upgrades at Woodhill Community Center (WCC). This 20,000 sq. ft. facility located at 422 Codell Drive in Lexington is the hub for all LLF's youth and family programs. WCC offers community

members a full-sized gymnasium and basketball court, full kitchen and café and an educational center. Housed within the education center are a computer learning lab, library, arts educational space, recording studio, and fitness center. These safe spaces create opportunities for often overlooked and marginalized community members in the Woodhill neighborhood that they otherwise would not have. LLF's services through WCC include youth basketball, futsal leagues, college readiness classes, audio recording teaching, after school programming, reading programs, summer camps, back-to-school rallies, a fresh product market and much more.

If awarded, funding will be used solely for capital improvement and not to proselytize or advance the religious purposes of Lexington Leadership Foundation, which is a faith-based agency. LLF agrees to administer grant funding in accord with applicable local, state and federal laws.

## **Section 2 – Demonstrate Need**

The Woodhill Community Center (WCC) serves the children of Breckinridge Elementary, Crawford Middle School and either Douglas, Henry Clay, Bryan Station or MLK school. These programs serve youth ages 5-18, 85% of which are African American or Hispanic, and are at risk of growing up in poverty. The youth we serve have been identified as having a high likelihood of perpetuating or becoming a victim of violence. Many of the children and youth we serve are on free or reduced lunch. For example, at Breckinridge elementary school, 88% of students receive free or reduced lunch.

With increased demand for services, especially post-COVID pandemic height, we are seeing an increased need for community connections and facilitations that will require us to have more day and evening meeting and services at our Center. In the fall of 2022, LLF is launching the Leadership Academy, a comprehensive Youth Violence Prevention program. This is in response to the fact that 39 youth under the age of 18 were shot or killed in Fayette County during 2021. This hit close to home for us as nine of these youth had participated in our programs. This new program will add greater demand and strain to our existing facility, increasing our need for expansion.

Project 2 expands the storage space by 250 square feet at WCC, increasing our capacity to serve by better utilizing current finished space in the facility and organizing materials and equipment to better execute our athletic and arts programming.

Additionally, this expansion will ensure current spaces are used for their intended purposes over and against seasonal storage for coat drives, back to school rallies, food

assistance, etc. Increased storage also creates opportunities for partner resources, equipment, and materials. Project 2 also includes improving facility access and security by providing key fob entry to exterior doors to allow approved volunteers and youth to access WCC during non-traditional hours. We will also install additional outdoor lighting in our parking lot which has experienced repeated vandalism since opening. These enhancements will increase our effectiveness at protecting the children and youth we serve. Finally, Project 2 includes sealing the parking lot, ensuring a welcoming and safe environment for children and families. Work will be conducted by licensed contractors meeting all applicable local, state, and federal codes.

### **Section 3 – Applicant Capacity**

Lexington Leadership Foundation has over 16 years' experience complying with local, state, and federal grant requirements. This includes consecutive LFUCG ESR awards each year dating back to 2014. From 2004-2011 LLF received and successfully managed the federal *Mentoring Children of Prisoners* award from the Department of Health and Human Services (DHHS). Also, from 2011-2015 LLF was awarded and successfully implemented a federal \$2.5-million-dollar *Responsible Fatherhood* grant from DHHS for our Fatherhood work. We have also executed several federal grants as a sub-awardee. Additionally, we received and executed multiple six-figure private grants requiring extensive reporting. LLF has successfully met its annual budget each year since inception and has a board approved budget of \$1.6 million dollars in 2022. Each year an external audit is conducted of our financials, including a single audit each year federal awards surpassed the threshold for that IRS requirement. Currently, LLF's fund balances, including contingency funds are healthy, allowing us the fiscal capacity to navigate the reimbursement structure of ARPA funds (See Appendix 2). LLF has extensive experience managing capital projects, including the design and construction of the Woodhill Community Center, a 20,000 sq. foot facility that serves the Woodhill neighborhood, and the renovation of the Center for Fathers and Families. Both projects required working with architects, designing program space, meeting code requirements, bidding with contractors and subcontractors, managing expenses, and adhering to a project timeline.

Key Staff qualifications for this request include the following:

**ERIC GEARY, Chief Executive Officer** – Eric Geary has worked at LLF since December 2005 and has served as Program Manager, Chief Operating Officer, and Chief Executive Officer, the position he has held since 2007. He received his undergraduate degree in Youth Ministry and Christian Education, and an MA in Global Urban Leadership from Bakke Graduate University. Eric has written and overseen multiple grant awards and grant subawards over his 25 years in non-profit work.

**CHRISTIAN POSTEL, Chief Operations Officer** – Christian was an LLF volunteer for over a decade before joining the staff in 2021. He has worked in the non-profit arena since 2009 and for the last seven years was the Executive Director of a national non-profit with constituents in over half of the U.S. and nine countries. Christian has successfully created and implemented multiple capital projects and provided guidance and oversight of land acquisition, working with municipalities and the Army Corps of Engineers. Christian has bachelor's degrees in Philosophy and Religious Studies from Franklin College.

**DAMON MAZZA, Director of Development** – Damon Mazza has worked at LLF since January of 2016. He received his Bachelor of Arts degree in History from the University of Kentucky. Damon worked as a Realtor in Lexington, KY for ten years, working with contractors, inspectors, and city zoning and ordinance officials. Damon has worked as a fundraising professional since 2011 including at Asbury University, the YMCA, and now LLF. Damon worked with Asbury's \$60 million capital campaign during his tenure there.

**SALLY DAVENPORT, Financial Administrator** - Sally Davenport has a BS in Finance from Northwest Missouri St. University and more than 25 years of experience in financial administration, including accounting and financial reporting for LLF's current

and previous grants with DHHS and DOJ. She works with accounting firms to complete LLF's annual Form 990 return and conduct the annual audit. Her experience in grant compliance includes completion of the DOJ Grants Financial Management Training. Sally has worked for LLF for 23 years.

### Compliance

LLF will comply with Amendment 1, Certification of Compliance for American Rescue Act Expenditures. In selection of contractors, abiding by all ARPA regulations, we will seek out contractors who have experience working with Federal guidelines and specifically with ARPA guidelines. We will ensure MWDBE participation goals are met as outlined in the *LFUCG Statement of Good Faith Efforts* in requests for bids and selection of contractors. Management of the grant award will be done by LLF's experienced staff complying with all required guidelines, including the requirement for work force analysis and documentation of general contractors and subcontractors. Special provisions related to compliance with the *Ethics, Equal Opportunity Agreement* and *General Provisions* will be followed. We will ensure thorough and complete reports are submitted and kept on file to ensure documentation of all regulations associated with ARPA funding. Additionally, we will provide cost reimbursement requests in a timely fashion.



#### **Section 4 – Operational Feasibility**

LLF and its staff of 18 employees are fully capable and have a proven record of city partnership to execute this grant award. The following table outlines our timeline to complete the project by August 2023, giving us adequate time for any unforeseen delays and material sourcing issues.

Repair/Renovation	Bid Period	Start Target Date	Completion Target Date
Construction to expand storage at WCC	September-December 2022	January 2023	May 2023
Install parking lot lighting	September-December 2022	January 2023	May 2023
Parking lot sealing	March-April 2023	August 2023	August 2023
Secure entry system	September 2022	October 2022	October 2022

A construction plan, provided by a local architect and contractors outlines the work to be done related to the storage expansion, lighting, parking lot sealing and the key fob system. If the award amount is less than the cost of the proposal, an evaluation of the difference will be made by the CEO and Board of Directors and additional funds will be raised from supporters, if viable. Given our history with capital projects, we are confident we can execute a funding strategy that ensures implementation of the project.

**Section 5 – Cost Analysis**

The cost estimates received in preparation for Project 2 total \$131,504 (See Appendix 2 for itemized estimates for all costs). We are also requesting an additional 10% cost overrun margin of \$13,150 in case supply chain issues, inflation, or other extenuating circumstances drive costs higher during implementation. This makes our total project cost for Project 2 equal to \$144,654.

The following project budget itemizes the expenses associated with this project.

Repair/Renovation	Bidder	Estimated Cost
Construction to expand storage at WCC Concrete floor and footers (Move existing HVAC, metal studs and rafters, siding to be Hardie panel type, opening through existing storage closet, lighting as needed, insulation installed, shingle roof, interior walls to be plywood)	Hayden Construction	\$52,127
Install parking lot lighting	Hayden Construction	\$57,600
Parking lot sealing	APM Paving	\$ 5,484
Secure entry system	Burdine Security	\$16,293
Cost overrun margin	Est. 10%	\$13,150

Cost estimates for all expenses have been deemed reasonable and cost effective and were received by local architects, contractors, and subcontractors.

Commonwealth of Kentucky  
Michael G. Adams, Secretary of State

NARP  
0479585  
Michael G. Adams  
KY Secretary of State  
Received and Filed  
3/14/2022 3:43:36 PM  
Fee receipt: \$15.00

Michael G. Adams  
Secretary of State  
P. O. Box 1150  
Frankfort, KY 40602-1150  
(502) 564-3490  
<http://www.sos.ky.gov>

Annual Report  
Online Filing

ARP

**Company:** LEXINGTON LEADERSHIP FOUNDATION, INC.  
**Company ID:** 0479585  
**State of origin:** Kentucky  
**Formation date:** 8/31/1999 12:00:00 AM  
**Date filed:** 3/14/2022 3:43:36 PM  
**Fee:** \$15.00

**Principal Office**

422 CODELL DRIVE  
P.O. BOX 54642  
LEXINGTON, KY 40555

**Registered Agent Name/Address**

ERIC GEARY  
422 CODELL DRIVE  
LEXINGTON, KY 40555

**Current Officers**

CEO	Eric Geary	LLF P.O. Box 54642 Lexington, KY 40555
President	John W. Withers	LLF P.O. Box 54642 Lexington, KY 40555
Treasurer	Steve Allen	LLF P.O. Box 54642 Lexington, KY 40555
Vice President	Biff Buckley	LLF P.O. Box 54642 Lexington, KY 40555

**Directors**

Director	Kevin Edmonds	LFUCG Black & Wms Ctr. 498 Georgetown St Lexington, KY 40508
Director	Anthony Humphress	LLF P O Box 54642 Lexington, KY 40555
Director	Rob Stravitz	LLF P O Box 54642 Lexington, KY 40555
Director	Trudi Matthews	LLF P O Box 54642 Lexington, KY 40555
Director	Breck Withers	LLF P O Box 54642 Lexington, KY 40555
Director	Richard Gaines	Consolidated Baptist 1625 Russell Cave Rd Lexington, KY 40505
Director	Bart Borkosky	LLF P O Box 54642 Lexington, KY 40555
Director	Jack Ditto	LLF P O Box 54642 Lexington, KY 40555
Director	Dawn Runyon	LLF P O Box 54642 Lexington, KY 40555

**Signatures**

<b>Signature</b>	Sally Davenport
<b>Title</b>	Administrator

# LEXINGTON LEADERSHIP FOUNDATION INC



LEXINGTON LEADERSHIP FOUNDATION



aka Urban Impact; Amachi Central Kentucky; Fatherhood Initiative  
Lexington, KY  
www.lexlf.org  
(859)277-3087

[View GuideStar Profile](#)

## MISSION

Through Christ and the power of the Holy Spirit we connect leaders, unify the body, and mobilize people to transform Lexington into a city for God.

## EIN

61-1359956

## RULING YEAR

2000

## IRS SUBSECTION

501(c)(3) Public Charity

## FOUNDING YEAR

1999

## MAIN ADDRESS

PO Box 54642  
Lexington, KY  
40555

## AFFILIATION TYPE

Independent Organization

## CONTACT

Sally Davenport, Administrator  
(859) 277-3087  
sdavenport@lexlf.org

## CEO

Eric Geary

## BOARD CHAIR

John Withers

## SUBJECT AREA

Elementary and secondary education

Leadership development

Religion

## NTEE Code

Leadership Development (W70)

Elementary, Secondary Ed (B20)

Alliance/Advocacy Organizations (X01)



June 16, 2022

Lexington Leadership Foundation  
422 Codell Drive  
Lexington, KY 40509

**Proposal for Construction Project**

The Hayden Company, Inc. wishes to submit a proposal to furnish material, labor and equipment necessary to complete the following scope of work:

**422 Codell Drive**

**Building a storage room between the two buildings for equipment storage.**

- Concrete floor and footers.
- Move existing HVAC.
- Metal studs and rafters.
- Siding to be Hardie panel type.
- Opening through existing storage closet.
- Lighting as needed.
- Insulation installed.
- Shingle roof.
- Interior walls to be plywood.

**Total: \$52,127.00**

**Woodhill Center parking lot lighting.**

- Install new parking lot light poles to code.
- Pricing: 9,600 per pole installed with a suggested number needed of 6.

**Total of 6: \$57,600.00**

**The Hayden Company, Inc. appreciates the opportunity to submit this proposal to you. If you have any questions, please feel free to give us a call.**

**Thank you,  
Tony Hayden**

Project 2 – Woodhill Community Center





P.O. Box 22605  
 Lexington, KY 40522  
 apmpaving.com  
 859.299.8111

### Project Agreement

**Submitted to:** Damon Mazza  
 Lexington Leadership Foundati  
 422 Codell Drive  
 Lexington, KY 40509

**Proposal Date:** 06/02/2022  
**Job Number:** 220516  
**Job Site:** Lex Leadership - Codell - Seal & Stripe Budget  
 422 Codell Drive  
 Lexington, KY 40509

#### Base Bid Scope of Work

**Comments:** The following items outline the base bid scope of work. If you have any questions, please call me at 859-621-9265. Due to current economic conditions pricing is only valid for 15 days.

<i>Specifications</i>	<i>Description</i>	<i>Areas</i>	<i>Total Units</i>	<i>Investment</i>	<i>Initials</i>
2.1 Cracksealing	Clean and apply thermo-clastic sealer to all non-alligator cracked cracks greater than 1/4".	1	150 LF	\$613.00	_____
2.2 Standard Sealcoat	2-coats High Solids (51%) Sealer (30% dilution, 4 lbs/gal sand).	1	2,155 SY	\$3,180.00	_____
6.2 Striping (Restriping)	Stripe the lot to the previous layout.	1	1 LS	\$1,691.00	_____
<b>Total Base Bid Investment</b>				<b>\$5,484.00</b>	

WE HEREBY propose to furnish material and labor, in accordance with the above specifications, for the sum of: **\$5,484.00**

PAYMENT TERMS: Net 10 Days, 2% Late Charge, 1.5% per month carry charge. PROPOSED PRICE DOES NOT INCLUDE OPTIONAL AMOUNT. Failure to pay within the terms of this proposal voids warranty.

APM AUTHORIZED SIGNATURE  
 Peter Kramer

Our workers are fully insured. All material and workmanship is guaranteed to be as specified for a period of 12 months. This has been bid for one mobilization unless stated otherwise. All applicable discounts and special offers are included in the pricing of this project. Pricing reflects the acceptance of all base bid items and may be adjusted if individual line items are deleted. Not responsible for delays caused by strikes, accidents, weather, unmarked private utilities, or other contingencies beyond our control; if encountered the cost of these issues will be added to the final invoice. Due to current economic conditions, a material and/or fuel surcharge may apply at the time of service.

#### **Acceptance of Proposal**

The above prices, specifications, terms and conditions are satisfactory and are hereby accepted. You are authorizing to do the work as specified. Payment will be made as outlined above,  
 SIGNATURE for: Lexington Leadership Foundation

SIGNATURE

SIGNING DATE

# Specifications

**For** Lexington Leadership Foundation

**Job Number** 220516

## **2.2 Standard Sealcoat**

We will sealcoat the specified amount of pavement surface with two coats of our premium 51% solids coal tar emulsion sealer which has been cut 30% per the manufacturer's specification. First, we will thoroughly clean the pavement surface using brooms, air blowers, and a power sweeper unit (where necessary). All bad petroleum stains will be primed. The sealer will contain 3 -5 lbs. of silica sand aggregate per gallon, along with a 2% sealer fortifier, which is designed for increased strength over conventional sealcoatings. After the first coat has dried, a second coat of sealer will be applied. All vehicles are to be removed from the work area by others and the area must be barricaded for 24 hours before introducing traffic.

## **2.1 Cracksealing**

We will crack seal the specified amount of pavement cracks exceeding 1/4" and excludes areas of alligator cracking. First, we will remove dirt and vegetation from the cracks. Thermo-seal rubberized crack sealer will be heated to a pourable consistency and then applied directly to the crack. Thermo-seal exceeds Federal Spec ASTM D3405-78, which calls for a material that will bond and be flexible to -20°F and will not melt and become sticky until 140° F. All vehicles are to be removed from the work area by others.

## **6.2 Striping (Restriping)**

We will layout and paint all parking lines and symbols to the existing layout using heavy duty traffic paint conforming to Federal Specification TTP-1952B or TTP-115E.



# CONTRACT AGREEMENT TERMS AND CONDITIONS

<b>Submitted To:</b>	<b>For Job Site:</b>	<b>Quote #:</b>	220516
Damon Mazza Lexington Leadership Foundation 422 Codell Drive	422 Codell Drive Lexington, KY 40509	<b>By:</b>	Peter Kramer

- 1. CONTRACT DOCUMENTS** Specification sheets, drawings and other documentation presented in this proposal shall be part of the contract. It is the responsibility of the customer's authorized representative to be aware of the terms and conditions stated herein and of the other contract documentation.
- 2. PAYMENT TERMS** Billing will be completed upon final completion of the job. Net 10 days. There is a 2% late charge and a 1.5% per month service charge on all past due amounts.
- 3. PERMITS AND FEES** Unless noted otherwise, this quotation excludes the cost of CITY PERMITS, BONDS, and LISCENSES or plans required to obtain the aforementioned.
- 4. UNMARKED / UNDOCUMENTED UTILITIES** The client shall be responsible for repairing any private utility lines damaged by APM during the course of this project which were un-marked, un-documented and non-conforming to prevailing codes. While APM shall be responsible for repairing utilities in situations where APM damaged marked, conforming private utility lines, APM shall not be held liable for additional costs associated with utility interruption regardless of whether the lines were marked and / or documented properly or not.
- 5. ARBITRATION** Any claim arising out of or related to this contract shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. We participate in BBB Care, a customer assistance program of the Better Business Bureau. We will cooperate with BBB efforts to assist in the resolution of market place disputes that may arise under this contract. Upon your request, we will cooperate with BBB mediation efforts and will agree to mutually binding arbitration of certain unresolved disputes. There is a per instance usage fee of \$350.00 per mediation and/or arbitration. The parties shall share the mediator's fee and any filing fees equally. For further information call the BBB at (859)259-1008 or 1-800-866-6668.
- 6. WORK ACCESSIBILITY** The price(s) quoted herein is contingent upon the work area being free of any obstructions (vehicles, dumpsters, etc.) at the scheduled project start date and time. APM reserves the right to adjust the agreed upon project price if the job conditions prevent the APM work crews from starting on time and proceeding without interruption.
- 7. EXCLUSIONS** The proposed price is contingent on the existing subsoil or base being adequate to support the pavement work. APM shall not be held liable for failure due to poor subgrade, moisture or other unforeseen circumstances such as underground water springs, contaminated soil, etc. If failure does occur, APM will notify agent or owner for inspection On removal and replacement projects where the natural fall of the land is less than 2%, and on all patching projects, APM can not guarantee that there will be total water drainage on pavements after repair and APM shall not be held liable for ponding or retention in surrounding areas. The owner understands that the work called for in this agreement is a messy process. The parties agree that APM is not responsible for cleaning, repairing, or replacing any concrete, carpet, floor, passageway, etc., that is soiled or stained by anyone other than APM employees. APM is not responsible for sodding and seeding unless stated otherwise in the body of this proposal.
- 8. INDEMNITY** Following installation, customer shall be responsible for all materials and shall be held solely liable for all personal injuries, deaths, property damage, losses, or expenses related to or in any way connected with the materials or services provided by APM. The customer hereby agrees to indemnify and hold APM and its agents harmless from any and all loss, expense, liability, or attorney's fee in connection with such events.

As a duly authorized representative of \_\_\_\_\_ I agree to these Terms & Conditions.

Initialed \_\_\_\_\_



## Total Security Solutions

Lexington Leadership Foundation  
422 Codell Drive  
Lexington, KY  
Attn: Christian & Damon

June 3, 2022

RE: 422 Codell Dr.

Proposal: Install new access control system throughout the property.

Description: Install new access control system on five entry doors in facility. One new proximity reader, access control panel and electronic locking system will be installed for each door. In order to enter into the space, a person must have an authorized proximity fob and present it to the reader. This will momentarily unlock the door, allowing entry. Door will lock back upon closure. System administrators can now access the system with any web browser and proper login credentials. New system has a 10,000 user capacity, 25,000 built in event buffer and allows for programming of automatic openings, employee access restrictions, etc. Management software and firmware updates are free from the manufacturer.

Materials:

- 3 CDVI Access Control Panels
- 5 Proximity Readers
- 1 Electronic Strike
- 4 Exit Device Electrification Kits
- 1 Storeroom Function Lever Lock
- 1 Power Supply
- 75 Proximity Keyfobs
- Software/Training
- Cable/Labor
- Misc. Equip. (connectors, conduit, etc.)

Total Installed: \$16,293

Notes: A network connection will be required on both properties. Systems can be integrated into each other or operated separately.

Prepared by:

Will Burdine

**1475 Leestown Road | Lexington, KY 40511**  
**(859)254-2084 | burdinesecuritygroup.com**



**FIFTH THIRD BANK**  
(CENTRAL KENTUCKY)  
P.O. BOX 630900 CINCINNATI OH 45263-0900

LEXINGTON LEADERSHIP FOUND  
PO BOX 54642  
LEXINGTON KY 40555-4642



0

194

Statement Period Date: 4/23/2022 - 5/23/2022  
Account Type: NON-PROFIT CHECKING  
Account Number: 64212379

Banking Center: Harrodsburg Road  
Customer Service: 800-972-3030  
Internet Banking & Bill Payment: 53.com

THANK YOU FOR BEING A FIFTH THIRD CUSTOMER. WE GREATLY VALUE YOUR TRUST AND CONFIDENCE AND SINCERELY APPRECIATE THE OPPORTUNITY TO SERVE YOU.

**Account Summary - 64212379**

04/23	Beginning Balance	\$160,547.80	Number of Days in Period	31
35	Checks	\$(12,681.24)		
22	Withdrawals / Debits	\$(105,414.70)		
29	Deposits / Credits	\$198,161.92		
05/23	Ending Balance	\$240,613.78		

**Checks**

35 checks totaling \$12,681.24

\* Indicates gap in check sequence i = Electronic Image s = Substitute Check

Number	Date Paid	Amount	Number	Date Paid	Amount	Number	Date Paid	Amount
3119 i	05/12	120.90	9245*i	05/05	375.25	9258 i	05/09	82.00
9217*i	04/27	52.75	9246 i	05/06	464.11	9259 i	05/06	498.50
9227*i	05/03	300.00	9247 i	05/05	25.00	9261*i	05/06	25.01
9233*i	05/11	45.20	9248 i	05/04	97.90	9262 i	05/05	62.50
9234 i	05/03	145.82	9249 i	05/04	730.07	9263 i	05/12	240.00
9235 i	05/03	67.11	9250 i	05/06	288.89	9265*i	05/16	52.00
9236 i	05/03	125.51	9251 i	05/04	55.00	9266 i	05/19	453.75
9237 i	05/03	348.00	9252 i	05/05	221.87	9267 i	05/19	1,256.55
9238 i	05/03	1,259.00	9254*i	05/05	389.44	9268 i	05/20	145.96
9240*i	05/02	69.00	9255 i	05/10	2,750.00	9269 i	05/20	225.00
9242*i	05/03	220.00	9256 i	05/06	75.00	9273*i	05/20	127.50
9243 i	05/03	1,200.00	9257 i	05/11	86.65			

**Withdrawals / Debits**

22 items totaling \$105,414.70

Date	Amount	Description
04/25	254.95	Kentucky Utiliti PAYMENT 350007681470 042522
04/25	310.05	Kentucky Utiliti PAYMENT 350007681488 042522
04/25	2,997.99	Kentucky Utiliti PAYMENT 300039108349 042522
04/25	99.37	5/3 ONLINE TRANSFER TO CC: XXXXXXXXXXXX0497 REF # 00800993903
04/27	809.30	THE GUARDIAN MAY GP INS 76200600CC20000 Lexington Leadership F 042722
04/28	135.00	KENTUCKY NONPROF KYNONPROFI M63679277123 LEXINGTON LEADERSHIP F 042822
04/28	58,974.71	PAYCHEX INC. PAYROLL 97028200026416X LEXINGTON LEADERSHIP F 042822
04/29	53.43	KENTUCKY-AMERICA PAYMENT 220021679559 042922
04/29	85.93	KENTUCKY-AMERICA PAYMENT 220024772433 042922
04/29	240.22	PAYCHEX EIB INVOICE X97037300011307 LEXINGTON LEADERSHIP F 042922
04/29	19,868.74	PAYCHEX TPS 36044 TAXES 97032000012086X LEXINGTON LEADERSHIP F 042922
05/02	10,000.00	5/3 ONLINE PYMT TO CITIBUSINE- ACCT XXXXXXXXXXXX8271
05/03	102.20	WEB INITIATED PAYMENT AT Metro Fibernet L MetFibeNet 050322
05/03	4,703.83	000 GPURCHRSTR 000 INVESTMENT 000000763910012 LEXINGTON LEADERSHIP 050322
05/03	5,393.38	5/3 ONLINE PYMT TO CITIBUSINE- ACCT XXXXXXXXXXXX8271
05/04	135.00	WEB INITIATED PAYMENT AT KENTUCKY NONPROF KYNONPROFI M63690334713 050422
05/06	149.61	LEXSERV 9128183001 WATER 0220766300 LEXINGTON LEADERSHIP F 050622
05/06	525.02	WEB INITIATED PAYMENT AT SALSALABS INC WEB PMTS PW90MJ 050622

For additional information and account disclosures, please visit [www.53.com](http://www.53.com)



FIFTH THIRD BANK

Withdrawals / Debits - continued

Date	Amount	Description
05/09	17.21	KENTUCKY-AMERICA PAYMENT 220036234378 050922
05/09	391.27	SPECTRUM SPECTRUM 1968070 050922
05/17	35.29	LEXSERV 9128183001 WATER 0168869301 LEXINGTON LEADERSHIP F 051722
05/17	132.20	WEB INITIATED PAYMENT AT Metro Fibernet L MetFibeNet 051722

Deposits / Credits

29 items totaling \$198,161.92

Date	Amount	Description
04/26	200.00	NCF ACH22425 104402 LEXINGTON LEADERSHIP F 042622
04/27	700.24	NCF ACH22426 104402 LEXINGTON LEADERSHIP F 042722
04/27	964.85	PAYPAL TRANSFER 1019761640199 042722
04/27	1,392.39	DEPOSIT
04/29	9,106.00	DEPOSIT
04/29	9,612.92	Knoxville Leade 1000234612 Airbase 449075 Lexington Leadership F 042922
05/02	11.62	UKOGF FOUNDATION Payments 7VW82JLN9D LEXINGTON LEADERSHIP F 050222
05/02	998.32	BENEVITY FUND DONATION 7Y9G21SNPZ LEXINGTON LEADERSHIP F 050222
05/02	4,797.72	Youth Collaborat Receivable 025BAJSWLY7ETDX Lexington Leadership F 025BAJSWLY7ETDX Youth Collaborat Bill.com Inv #SMFR_Mar2022 050222
05/02	8,250.00	MAPFOUNDATION PAYMENT NO ID Lexington Leadership F MONTHLY EXPENSE ALLOWANCE - WOODHILL COMMUNITY CENTER 050222
05/03	275.00	NCF ACH2252 104402 LEXINGTON LEADERSHIP F 050322
05/04	600.00	NCF ACH2253 104402 LEXINGTON LEADERSHIP F 050422
05/04	6,650.00	DEPOSIT
05/04	100,000.00	DEPOSIT
05/06	6,600.00	DEPOSIT
05/11	1,127.13	NCF ACH22510 104402 LEXINGTON LEADERSHIP F 051122
05/11	1,550.00	DEPOSIT
05/12	200.00	NCF ACH22511 104402 LEXINGTON LEADERSHIP F 051222
05/13	1,475.00	DEPOSIT
05/16	99.00	GiveGab.com GiveGab.co ST-W3E7W8S4U9M2 LEXINGTON LEADERSHIP F 051622
05/17	1,500.00	NCF ACH22516 104402 LEXINGTON LEADERSHIP F 051722
05/17	1,975.00	GiveGab.com GiveGab.co ST-U3T8G7M4H2G3 LEXINGTON LEADERSHIP F 051722
05/17	3,316.67	DEPOSIT
05/17	27,956.79	DEPOSIT
05/18	4,378.30	GiveGab.com GiveGab.co ST-X9M9J9D9Q8J2 LEXINGTON LEADERSHIP F 051822
05/19	23.97	STRIPE TRANSFER ST-K7J8I0C1E9Y1 LEXINGTON LEADERSHIP F 051922
05/20	775.06	NCF ACH22519 104402 LEXINGTON LEADERSHIP F 052022
05/20	3,475.00	DEPOSIT
05/23	150.94	STRIPE TRANSFER ST-J8P2O2K3N4N7 LEXINGTON LEADERSHIP F 052322

Daily Balance Summary

Date	Amount	Date	Amount	Date	Amount
04/25	156,885.44	05/04	195,272.60	05/13	199,391.30
04/26	157,085.44	05/05	194,198.54	05/16	199,438.30
04/27	159,280.87	05/06	198,772.40	05/17	234,019.27
04/28	100,171.16	05/09	198,281.92	05/18	238,397.57
04/29	98,641.76	05/10	195,531.92	05/19	236,711.24
05/02	102,630.42	05/11	198,077.20	05/20	240,462.84
05/03	89,040.57	05/12	197,916.30	05/23	240,613.78

IMPORTANT FEE CHANGE FOR FIFTH THIRD CONSUMER ACCOUNTS: THE OVERDRAFT - RETURNED ITEM FEE WILL NO LONGER BE CHARGED AS OF 6/23/22. THEREFORE, BEGINNING JUNE 23, WE WILL NO LONGER CHARGE A FEE WHEN A CHECK OR PAYMENT CAUSES AN OVERDRAFT AND IS RETURNED. PLEASE NOTE: THE OVERDRAFT FEE OF \$37 HAS NOT CHANGED AND CAN STILL BE CHARGED IF WE PAY AN ITEM THAT RESULTS IN AN OVERDRAFT TO YOUR ACCOUNT.

**FINANCIAL SERVICES STATEMENT**



LEX LEADERSHIP FOUNDATION INC  
 PO BOX 54642  
 LEXINGTON KY 40555-4642

*Reconciled 6/7/22 Sjo*

Statement Date: 05/31/2022

Account No.: \*\*\*\*\*3016 Page: 1

This Statement Cycle Reflects 32 Days

The Interest Earned And The Annual Percentage Yield Earned  
 Are Based On The Period 04/30/2022 Through 05/31/2022

MONITOR YOUR CREDIT SCORE FOR FREE  
 AT MYCREDIT.FSNB.NET

*paid EB 6-7-22*

**MONEY MARKET SUMMARY**

Type: REG Status: Active

BALANCE LAST STATEMENT	DEPOSITS AND CREDITS		CHECKS AND DEBITS		SERVICE CHARGE	BALANCE THIS STATEMENT
	NO.	TOTAL AMOUNT	NO.	TOTAL AMOUNT		
270,996.11	1	1.64	1	100,000.00	.00	170,997.75

Annual Percentage Yield Earned 0.01 %  
 Interest Paid This Year 10.47  
 Interest Paid Last Year 27.00  
 Average Balance (Collected) 186,621.11+

**ALL CREDIT ACTIVITY**

Date	Description	Amount
05/31/22	INTEREST PAID	1.64

**CHECKS AND OTHER DEBITS**

\* indicates a gap in the check numbers

Date	Check #	Amount	Date	Check #	Amount
05/05/22	117	100,000.00			

Visit us online at [www.fsnb.net](http://www.fsnb.net).

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

**FINANCIAL SERVICES STATEMENT**



Statement Date: 05/31/2022

Account No.: \*\*\*\*\*3016 Page: 2

**DAILY BALANCE SUMMARY**

Beginning Ledger Balance on 04/29/22 was 270,996.11

Date	Balance	Date	Balance	Date	Balance
05/05/22	170,996.11	05/31/22	170,997.75		

**INTEREST RATE SUMMARY**

Date	Rate	Date	Rate	Date	Rate
04/29/22	0.01 %				



# BANK OF THE BLUEGRASS

& TRUST CO.  
"locally owned & independent since 1972"

   
FINANCIAL SERVICES STATEMENT

101 East High Street  
Lexington, KY 40507  
(859) 233-4500  
www.bankofthebluegrass.com  
(859) 381-8845 - Around the Clock Banking

LEXINGTON LEADERSHIP FOUNDATION INC  
PO BOX 54642  
LEXINGTON KY 40555-4642



Statement Date: **05/31/2022**

Account No.: **XXXXXX100** Page: **1**

## PREMIER MONEY MARKET SUMMARY

Type: REG Status: Active

Category	Number	Amount
Balance Forward From 04/29/22		250,099.68
Debits		0.00
Interest Added This Statement		21.93+
Ending Balance On 05/31/22		250,121.61
Annual Percentage Yield Earned	0.10%	
Interest Paid This Year	113.73	
Interest Paid Last Year	7.88	
Average Balance (Collected)	250,099.68+	

Direct Inquiries About Electronic Entries To:  
BANK OF THE BLUEGRASS & TRUST  
101 EAST HIGH STREET  
LEXINGTON KY 40507  
Phone: (859) 233-4500

## ALL CREDIT ACTIVITY

Date	Description	Amount
05/31/22	INTEREST PAID	21.93

## DAILY BALANCE SUMMARY

Beginning Ledger Balance on 04/29/22 was 250,099.68

Date	Balance	Date	Balance
05/31/22	250,121.61		

## OVERDRAFT FEE SUMMARY

	Total For This Period	Total Year-To-Date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

# BANK OF THE BLUEGRASS

& TRUST CO.  
*"locally owned & independent since 1972"*

 Member  
FDIC  
FINANCIAL SERVICES STATEMENT

101 East High Street  
Lexington, KY 40507  
(859) 233-4500  
www.bankofthebluegrass.com  
(859) 381-8845 - Around the Clock Banking

Statement Date: **05/31/2022**

Account No.: **XXXXXX100** Page: **2**

**This Statement Cycle Reflects 32 Days**

**The Interest Earned And The Annual Percentage Yield Earned  
Are Based On The Period 04/30/2022 Through 05/31/2022**

EFFECTIVE 5/10/2022, OUR FEE SCHEDULE WILL REFLECT THE FOLLOWING CHANGES: AOD PAID ITEM FEE AND NON-SUFFICIENT FUNDS FEE, UCF AOD PAID ITEM FEE AND RETURN ITEM FEE(S) WILL CHANGE FROM \$30 PER ITEM TO \$30 PER PRESENTMENT.



## LEASE

**THIS LEASE** ("Lease") is made and entered into effective as of January 1, 2022 by and between **THE MAP FOUNDATION, INC.**, a Kentucky corporation whose principal office address is 1999 Richmond Road, Suite 300, Lexington, Kentucky 40502 (hereinafter referred to as "MAP") and **LEXINGTON LEADERSHIP FOUNDATION, INC.**, a Kentucky corporation whose mailing address is 422 Codell Drive, Lexington, Kentucky 40509 (hereinafter referred to as "Tenant").

**WHEREAS**, MAP currently owns that certain property located at 422 Codell Drive, Lexington, Fayette County, Kentucky, and known as Woodhill Community Center (the "Premises"); and

**WHEREAS**, MAP wishes to lease said Premises to Tenant, and Tenant wishes to lease said Premises from MAP.

**NOW, THEREFORE**, for good and valuable consideration paid, the receipt and sufficiency of which are hereby acknowledged, MAP and Tenant agree as follows:

**1. Premises.** Subject to the terms and conditions set forth in this Lease, MAP leases to Tenant and Tenant leases from MAP the Premises, plus all easements and rights appurtenant thereto and the fixtures thereon, either permanently installed or belonging to or used in connection with the Premises, as well as all furnishings or equipment located and used thereon.

**2. Commencement Date; Term.** The term of this Lease (the "Term") shall commence on January 1, 2022 ("Commencement Date") and shall end on December 31, 2027. The Tenant shall have the right to renew or extend this Lease by giving sixty (60) days' written notice prior to the expiration of the Term of its intention to renew or extend this Lease.

**3. Rent.** During the Term hereof, Tenant shall pay to MAP as rental amount for the Premises (the "Rent") the amount of One Dollar (\$1.00) per year. The Rent shall be payable in advance on or before the 1<sup>st</sup> day of each January during the Term at the address set forth on the first page of this Lease without any deduction of any amount of said rental.

**4. Condition of Premises; Use and Restrictions.**

**A. Compliance.** As of the Commencement Date, MAP represents and warrants that, to the best of its knowledge, the Premises are in material compliance with all laws, statutes, or ordinances applicable to the Premises.

**B. Use.** Tenant shall not do or permit done in or about the Premises anything which is illegal or unlawful, or which is of a hazardous or dangerous nature. Tenant and its employees, guests, invitees, and licensees shall observe all laws applicable to the use, occupancy, or maintenance of the Premises.

**C. Hazardous Materials.** Tenant shall not store, produce, or dispose of any hazardous, toxic, flammable or dangerous waste, substance or material, including, without limitation, petroleum, on or in the Premises, except in compliance with all applicable health, safety, and environmental laws.

**D. No Representations.** Tenant represents that Tenant is leasing the Premises in its "as-is, where is" physical condition on the date hereof, including all existing leasehold improvements. MAP shall have no obligation whatsoever to perform any improvements to the Premises, except as otherwise expressly provided herein. In making and executing this Lease, Tenant has not relied upon or been induced by any statements or representations of any persons, other than those, if any, set forth expressly in this Lease, in respect of the physical condition of the Premises or of any other matter affecting the Premises or this transaction that might be pertinent in considering the leasing of the Premises or the execution of this Lease. Tenant has, on the contrary, relied solely on such representations, if any, as are expressly made herein and on such investigations, examinations and inspections as Tenant has chosen to make or have made. Tenant acknowledges that MAP has afforded Tenant the opportunity for full and complete investigations, examinations and inspections of the Premises.

**E. Alterations.**

(i) Tenant shall not, without the prior written consent of MAP, make any additions, changes, alterations, or improvements ("alterations") to the Premises. MAP may impose reasonable requirements as a condition of such consent including, without limitation, the submission of drawings, plans, and specifications for MAP's prior written approval, affidavits listing all contractors, subcontractors, and suppliers, affidavits from engineers acceptable to MAP stating that the alterations will not adversely affect the systems and equipment or the structure of the property, and requirements as to the manner and times in which such alterations shall be done. Tenant shall give written notice to MAP of any intent to make alterations, together with copies of the plans and specifications, if any, for such alterations. Tenant agrees that alterations shall be performed in a good and workmanlike manner, as coordinated and approved by MAP, and all materials used shall be of a quality comparable to or better than those in the Premises and property and, where required, shall be in accordance with plans and specifications approved by MAP.

(ii) Tenant shall keep the property and Premises free from any mechanic's, materialman's, or similar liens or other such encumbrances in connection with any alterations on or respecting the Premises and shall indemnify and hold MAP harmless from and against any claims, liabilities, judgments, or costs (including attorney fees) arising out of the same or in connection therewith. Tenant shall give MAP notice at least twenty (20) days prior to the commencement of any alterations on the Premises (or such additional time as may be necessary under applicable law) to afford MAP the opportunity of posting and recording appropriate notices of non-responsibility. Tenant shall remove any such lien or encumbrance within fifteen (15) days after written notice by MAP, and if Tenant shall fail to do so, MAP may pay the amount necessary to remove such lien or encumbrance, without being responsible for making any investigation as to the validity thereof, and the amount so paid shall be deemed additional rent reserved under this Lease due and payable upon demand, without limitation as to other remedies available to MAP under this Lease. Any claim to a lien or encumbrance upon the property or Premises arising in connection with any alterations on or respecting the Premises not performed by or at the request of MAP, shall be null and void, or at MAP's option shall attach only against Tenant's interest in the Premises and shall in all respects be subordinate to MAP's title to the property and Premises.

## 5. Utility Expenses and Taxes.

**A. Utilities.** Tenant shall make all arrangements for, and shall pay when due, all charges for all utilities and services furnished to the Premises or used by Tenant, including but not limited to: electricity, gas, fuel, heat, water, sewer, telephone, power, sanitary services, and trash collection. Tenant shall also make all arrangements for, and shall pay when due, all charges for connection of any such utility or service to the Premises. It is specifically understood and agreed that Tenant shall be responsible for and shall pay all security deposits required by any utility company. MAP shall have no liability for any interruption or failure in the supply of any such utilities to the Premises.

### **B. Taxes.**

(i) **Definition.** "Taxes and Assessments" shall mean any and all of the following levied, assessed, or imposed with respect to the Premises or any part of the Premises in any calendar year: real property ad valorem taxes, assessments, charges made by any public or quasi-public authority for the land and all improvements or betterments related directly or indirectly to the Premises, sanitary taxes or charges, sewer or water taxes or charges, encumbrances, levies, assessments or taxes of any nature whatsoever, whether special or general, whether ordinary or extraordinary and whether payable in installments or not. If, at any time during this Lease, the laws concerning the method of real property taxation prevailing on the date of this Lease are changed so that a tax or excise on rents or any other tax, however described, is levied, assessed, or imposed against MAP or the Premises as a direct or indirect substitution in whole or in part for any of the Taxes and/or Assessments described above, then the term "Taxes and Assessments" shall also include the substituted tax or excise on rents or other substituted tax.

(ii) **Real Estate Taxes.** MAP shall pay directly to the appropriate collecting authority before delinquency all Taxes and Assessments for each calendar year during the term of this Lease.

(iii) **Personal Property Taxes.** Tenant shall pay all taxes and assessments on Tenant's personal property on the Premises. If MAP has paid any such taxes in the first instance, as required by the applicable authorities, Tenant shall reimburse MAP immediately upon Tenant's receipt of paid invoices for such taxes; provided, however, MAP shall use reasonable efforts to give Tenant notice of any such tax prior to payment of same.

## 6. Indemnity; Insurance.

**A. Indemnity by Tenant.** Tenant shall indemnify and hold MAP harmless from and against any and all loss, damage, liability, or expense, including reasonable attorneys' fees, resulting from any injury to or death of any person, or any loss of or damage to any property, caused by, arising out of, or related to any act or omission of Tenant or of any officer, agent, employee, guest, invitee, or licensee of Tenant on, in or about the Premises.

**B. Public Liability Insurance.** Tenant shall maintain, at Tenant's sole expense, public liability insurance with respect to the operations conducted within the Premises, insuring against liability for events occurring during the term of this Lease, and further insuring against injury to or death of any person or loss of or damage to any property as a result of such

operations. MAP shall maintain, at MAP's sole expense, similar public liability insurance with respect to the Premises.

**C. Fire Insurance.** MAP shall maintain fire and extended coverage insurance against the Premises equal in amount to the full replacement value of said Premises, including all fixtures and personal property affixed to the Premises. Tenant shall maintain fire and extended coverage insurance against its personal property contents located in or about the Premises.

**D. Combined Coverage.** The parties shall be authorized to maintain the insurance coverage required under this Section 6 under a combined/umbrella policy naming both MAP and Tenant as the primary insured parties.

**E. Certificate of Insurance.** As soon as reasonably practicable, Tenant shall provide MAP with a Certificate of Insurance confirming that Tenant has procured all insurance required under this Lease.

**F. Waiver of Subrogation.** MAP and Tenant each release and relieve the other, and on behalf of their insurers waive their right of recovery against the other for loss or damage arising out of or incident to the casualties covered by the insurance required by this Lease, regardless of whether loss or damage arises out of the negligence of the party released, its agents, invitees, employees, or otherwise. Both MAP and Tenant shall require that their respective insurance policies contain a waiver of subrogation clause or endorsement.

#### **7. Repair, Maintenance, Damage or Destruction.**

**A. Tenant's obligations.** Tenant shall keep and maintain the entire Premises and appurtenances, including, ceilings, walls, carpet, doors, interior glass, light fixtures and bulbs, keys and locks, fire extinguishers and other fixtures, in good order and sanitary condition and shall bear the cost associated therewith.

**B. MAP's obligations.** MAP shall maintain and make all repairs to the Premises and appurtenances, including the roofs, structural components, landscaping, HVAC, electrical and plumbing systems during the Term of this Lease and shall bear the risk of loss with respect to such repairs unless they are caused by the neglect or intentional act or omission of Tenant or its agents, employees or guests, in which case such repairs shall be the responsibility of Tenant. Upon receipt of notice by Tenant that a repair is required, MAP shall commence such repair within a reasonable amount of time given the nature and urgency of the instant repair.

**C. Personal Property.** All personal property, including trade fixtures, of Tenant located in or about the Premises shall be the sole responsibility of Tenant, who shall bear the risk of loss with respect to that property. Unless loss of or damage to that property is caused by the negligent or intentional act or omission of MAP or its agents or employees, MAP shall not be responsible for such loss or damage.

**D. Restoration of damage.** If the Premises or any part hereof shall be damaged by fire or other casualty, Tenant shall give prompt notice to MAP. In such event and within 120 days from the date of such casualty, MAP shall commence to restore the Premises and thereafter diligently complete such restoration. Such repair shall substantially restore the condition of the Premises prior to the casualty, except for modifications required by zoning and

building codes and other laws, and except that MAP shall not be required to repair or replace any of Tenant's furniture, furnishings, fixtures, or equipment. MAP shall not be liable for any inconvenience or annoyance to Tenant or its visitors, or injury to Tenant's business resulting in any way from such damage or the repair thereof, except that MAP shall allow Tenant a proportionate abatement of rent during the time and to the extent the Premises are unfit for occupancy and not occupied by Tenant as a result of such damages.

**E. Termination of Lease for substantial damage.** Notwithstanding the foregoing to the contrary, if the property shall be damaged by fire or other casualty, MAP shall notify Tenant within 90 days after the fire or other casualty, and within 15 days after such notice, MAP or Tenant, may at either's option, terminate, without liability to the other party, this Lease by giving notice to the other of such termination in the event that any of the following conditions occur: (i) in MAP's reasonable opinion, repairs cannot be completed within 120 days after being commenced without the payment of overtime or other premiums; (ii) in MAP's reasonable opinion, more than 50% of the rentable area of the property is damaged to any material extent (which shall include damage by smoke or water) whether or not the Premises shall have been damaged by such fire or other casualty; (iii) any holder (as defined in Article XXVI) shall require that the insurance proceeds of any portion thereof be used to retire the mortgage debt; or (iv) the damage is not covered by appropriate insurance policies.

**8. Assignment and Subletting; Subordination.** Tenant shall not assign this Lease or sublet the Premises without the prior written consent of MAP, which consent shall not be unreasonably withheld. Tenant's rights under this Lease shall be subordinate to the rights of any mortgagee or purchaser of the Premises, whether that mortgagee or purchaser's rights are prior or subsequent in time to those of Tenant, provided such mortgagee or purchaser agrees that it will honor Tenant's rights hereunder for so long as Tenant is not in default under this Lease.

**9. Surrender.** Upon the termination of this Lease for whatever reason, Tenant shall surrender the Premises to MAP in good condition and repair (including, without limitation, all additions and alterations constructed on the Premises, and all fixtures affixed to the Premises, except trade fixtures and furniture installed by Tenant), reasonable wear and tear and casualty not attributable to Tenant's act or omission excepted. In the event that the Premises are damaged at the time of surrender due to an act or omission of Tenant, Tenant's responsibility for that damage shall be limited to that portion of the repair or restoration not paid by casualty insurance maintained by Tenant. In removing its trade fixtures and personal property from the Premises, Tenant shall completely repair any and all damage to the Premises resulting from that removal. If Tenant fails to remove any of such property or to adequately repair damage caused by the removal, MAP may at MAP's option remove the property or repair the damage, in which event the cost of removal or repair shall be due and payable by Tenant to MAP upon demand.

**10. Default.**

**A. Events of Default.** Each of the following shall constitute an Event of Default under the terms of this Lease:

(i) Tenant's failure to pay any sum due under this Lease within ten (10) days following written notice from MAP;

(ii) Tenant shall apply for or consent to the appointment of a receiver, trustee or liquidator of Tenant or of all or a substantial part of its assets, file a voluntary petition

in bankruptcy, or admit in writing its inability to pay its debts as they become due, make a general assignment for the benefit of creditors, file a petition or an answer seeking reorganization or an arrangement with creditors or to take advantage of any insolvency law, or if an order, judgment or decree shall be entered by a court of competent jurisdiction, on the application of a creditor, adjudicating Tenant a bankrupt or insolvent or approving a petition seeking reorganization or appointing a receiver, trustee or liquidator of Tenant or of all or a substantial part of its assets;

Tenant's failure to cure any material event of noncompliance with this Lease within thirty (30) days (or such longer period, not to exceed ninety (90) days, as is necessary to cure such failure provided that (i) the failure is capable of being cured and (ii) the Tenant has made a good faith effort to cure such failure at all times following written notice from MAP of such failure) after receiving written notice from MAP specifying the event of non-compliance.

**B. MAP's Rights.** Upon the occurrence of any Event of Default, MAP shall have the right, at its sole option, (i) to terminate this Lease, and notwithstanding such termination, to exercise such other rights and remedies as are provided by law or in equity, (ii) without terminating the Lease, to enter upon the Premises and remove Tenant's personal property therefrom and to re-let all or any portion thereof for any term, at such rent and upon such conditions as may be determined by MAP in its sole discretion, and Tenant shall be liable to MAP for the difference between the sums received by MAP as a result of such re-letting and the amounts due from Tenant under this Lease, together with all costs and expenses (including reasonable attorney's fees) incurred by MAP in connection with such re-letting. The rights, options, elections, powers, and remedies contained in this Lease and those at law and equity shall be construed as cumulative and no one of them shall be exclusive of any of the others. The exercise by MAP of any one right or remedy shall not impair any other right or remedy until all obligations upon the part of Tenant shall have been fully performed.

**C. Non-waiver.** Either party's failure to give notice of any event of non-compliance with any provision of this Lease to the other party, or either party's failure to avail itself of any right or remedy available to it upon the occurrence of any Event of Default shall not constitute a waiver of the right to exercise any or all of its rights or remedies upon the subsequent occurrence of a similar or different Event of Default. No waiver of either party's rights or remedies hereunder shall be effective unless set forth in a writing signed by such party, and then only to the extent set forth therein.

**11. Quiet Enjoyment.** MAP covenants that upon the observance and performance of all the terms, covenants, and conditions of this Lease on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the Premises, subject, nevertheless, to the terms and conditions of this Lease.

**12. Notice.** Whenever written notice, consent, or approval is required or permitted hereunder, that communication shall be in writing and shall be deposited in the United States mail, certified or registered mail, to the party to whom the communication is directed at the addresses set forth at the beginning of this Lease. Notice shall be deemed received when hand delivered or two (2) business days after being mailed in accordance with this Section.

**13. Miscellaneous.**

**A. Time of Essence.** Time is of the essence with respect to the performance of all of the obligations of MAP and Tenant contained in this Lease.

**B. Benefit.** This Lease shall be binding upon and inure to the benefit of the parties, their respective heirs, executors, administrators, and permitted successors and assigns.

**C. Headings.** The headings of the sections contained in this Lease are for convenience only and shall not be considered or referred to in resolving questions or interpretation or construction of this Lease.

**D. Complete Agreement/Amendment.** This Lease contains all of the covenants and agreements between the parties relating to the Premises. No prior agreement or understanding pertaining to the same shall be valid or of any force and effect. This Lease may not be altered, changed, modified, or added to except in a writing signed by the party sought to be charged.

**E. Applicable Law.** This Lease shall be governed in accordance with the laws of the Commonwealth of Kentucky.

**F. Severability.** The provisions of this Lease are severable, and if any clause or provision of this Lease shall be held invalid or unenforceable in whole or in part, then such clause or provision shall be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of the remaining provisions hereof.

**G. Jurisdiction and Venue; Service.** The parties agree that the sole proper venue for the determination of any litigation commenced by MAP against Tenant or Tenant against MAP on any basis shall be in a court of competent jurisdiction which is located in Fayette County, Kentucky, and the parties hereby expressly declare that any other venue shall be improper and MAP and Tenant expressly waive any right to a determination of any such litigation against such party by a court in any other venue. MAP and Tenant further agree that service of process by any judicial officer or by registered or certified U.S. mail shall establish personal jurisdiction over such MAP and Tenant and MAP and Tenant waive any rights under the laws of any state to object to jurisdiction within the Commonwealth of Kentucky. The aforesaid means of obtaining personal jurisdiction and perfecting service of process are not intended to be exclusive but are cumulative and in addition to all other means of obtaining personal jurisdiction and perfecting service of process now or hereafter provided by the laws of the Commonwealth of Kentucky.

**H. Counterpart Execution.** This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Lease.

**I. Dispute Resolution.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Lease, or the breach thereof, the parties hereto shall use their best efforts to settle such dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests,

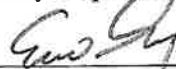
attempt to reach a just and equitable resolution satisfactory to both parties. If the parties are unable to reach such resolution within sixty (60) days, then upon notice by either party to the other, any such claim, controversy, question, disagreement or dispute arising out of or relating to this Lease, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association, or such other organization or individual(s) as the parties hereto may mutually agree, in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over such claim, controversy or dispute. Notwithstanding anything in this Section 14.I to the contrary and without regard to the 60-day time period set forth above in this Section 14.I, any party may at any time apply for or seek arbitration administered by the American Arbitration Association for the purpose of seeking injunctive relief until a final arbitration award can be rendered or the controversy can be otherwise resolved. Either party may also, without waiving any rights or remedy under this Lease, seek from any court having jurisdiction, interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of an arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy). Any arbitration proceeding held under or pursuant to this Lease shall be conducted in Lexington, Kentucky. The prevailing party in any action or proceeding between the parties hereto with respect to this Agreement and the transactions contemplated hereby shall be entitled to have and recover all costs, expenses and reasonable attorneys' fees incurred in connection therewith.

**J. Joint and Several.** The terms, covenants, conditions and obligations contained in this Lease shall be applicable to and binding upon Tenant, jointly and severally.

**IN TESTIMONY WHEREOF, WITNESS** the signatures of the parties hereto as of the day and year first above written.

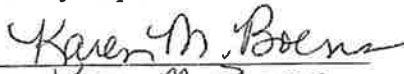
**LEXINGTON LEADERSHIP  
FOUNDATION, INC.**

a Kentucky corporation

By:   
Name: ERIC GRAY  
Title: CEO

**THE MAP FOUNDATION, INC.**

a Kentucky corporation

By:   
Name: Karen M. Boens  
Title: Corporate Secretary



**Agency Budget**

**2022 Annual Budget**  
Lexington Leadership Foundation, Inc.

Revenue	Total Projected	%
Federal Government	219,629	14%
Local Government	147,820	9%
Foundations	129,300	8%
Contributions	871,825	56%
Supplemental Fundraising	0	0%
Grant Applications Outstanding	32,500	2%
United Way Allocation	0	0%
Program Service fees	8,500	1%
Indirect Cost Reimbursement	81,200	5%
Other revenue - Events	80,000	5%
<b>Total Revenue - All Resources</b>	<b>1,570,774</b>	<b>100%</b>

Does not include non-cash items (in-kind, depreciation, etc.)

**Urban Impact (youth development)** includes operation of our Woodhill Community Center. **Youth Violence Prevention Initiative** seeks to preemptively engage youth at greatest risk of engaging in violent behavior. **Amachi** is one-to-one mentoring for children impacted by incarceration and opioids. **Fatherhood Initiative** equips dads for positive impact on their families and the community. **Prayer Ministry** includes operation of the Prayer Room, housed separately.

**Direct Program Expense**

Expense & Cash Disbursements	Total Projected	%	Fundraise	Gen & Adm	Urban Im/WCC	Youth Vio. Prevent	Amachi	Father-hood	Prayer Ministry
Program Materials & Supplies	95,900	6%			44,500	15,000	10,400	25,000	1,000
Salaries, Tax & Benefits	1,153,381	70%	86,125	271,369	202,282	105,415	206,078	199,662	82,450
Professional Fees	20,075	1%	5,000	15,075					
Occupancy	124,420	8%			82,700			24,000	17,720
Travel/Transportation	35,420	2%		1,500	17,070		8,750	5,400	2,700
Office Expenses	45,940	3%	5,000	21,860	5,214		6,402	6,964	500
Membership Fees & Dues	5,500	0%		5,500					
Indirect Cost Reimbursement	81,200	5%			34,000	12,000	12,000	18,000	5,200
Other - Event Expense	36,000	2%	27,000					9,000	
Other - Misc.	59,290	4%		43,750	3,900		3,100	4,100	4,440
<b>Total Expenses</b>	<b>1,657,126</b>	<b>100%</b>	<b>123,125</b>	<b>359,054</b>	<b>389,666</b>	<b>132,415</b>	<b>246,730</b>	<b>292,126</b>	<b>114,010</b>
<b>Excess Revenues Over Expenses</b>	<b>-86,352</b>								
<b>Beginning Cash Reserves</b>	<b>458,768</b>								
<b>Est. Ending Cash Balance</b>	<b>372,416</b>								

