

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT COMMUNITY PROJECT AGREEMENT

THIS COMMUNITY PROJECT AGREEMENT ("Agreement") is made and entered into on the 8th day of Jan 2026, 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 GREENHOUSE17, a Kentucky nonprofit corporation ("Organization"), with offices located at P.O. BOX 55190, LEXINGTON, KENTUCKY 40555-5190.

WITNESSETH

WHEREAS, the Organization is a 501(c)(3) nonprofit organization, as defined by the Internal Revenue Code, that owns the property (or properties) located at P.O. BOX 55190, located in Lexington, Kentucky ("Property" or "Properties");

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

WHEREAS, LFUCG issued Request for Proposal (RFP) No. 28-2025, for its "Nonprofit Capital Grants Program," which offers grant awards to Fayette County 501(c)(3) nonprofit organizations who directly provide, or indirectly facilitate, the provision of services to low-income, underserved, or marginalized Lexington-Fayette County residents, and is designed to better position local government in recognizing the strains upon infrastructure within our local network of community agency partners which are affecting their service delivery to residents;

WHEREAS, the Organization submitted a response to Proposal (RFP) No. 28-2025, seeking funding from LFUCG for operational investment projects and/or capital improvement projects so it can budget appropriate funds to continue providing needed services to Fayette County residents;

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

- 1. EFFECTIVE DATE; TERM.** This Agreement shall commence on January 1, 2026, and shall last until April 30, 2027, unless terminated by LFUCG at an earlier date.
- 2. RELATED DOCUMENTS.** This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

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

To the extent there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of **Exhibit A**, then **Exhibit B**, in that order.

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

4. PAYMENT. LFUCG shall pay Organization a total amount not to exceed Sixty-Eight, Four Hundred and Sixty-Three Dollars (\$68,463.00) ("Funds") for the completion of the Project. The total amount of Funds the Organization shall receive is divided into separate amounts which shall be allocated for each Project. Thus, the total amount paid for each Project ("Sum") shall not exceed the amounts stated herein:

PROJECT # AND DESCRIPTION	SUM	CAPITAL
1) Emergency Shelter Fire System Panel Replacement	1) \$20,750.00	1) FACILITIES IMPROVEMENTS
2) Emergency Shelter Interior Repainting	2) \$47,713	2) FACILITIES IMPROVEMENTS

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

- a. LFUCG shall make payment under this Agreement upon timely submission of approved invoice(s) from Organization specifying that nature of work performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for work completed to date. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that any of the work performed on the Projects is inadequate or defective.
- b. LFUCG also reserves the right to reject any invoice submitted for services more than sixty (60) days after the services were rendered.

5. **CONSTRUCTION TERMS.** If applicable, the following terms shall apply to any of the Project(s) above that require construction costs.
- a. **Project to be Completed in Workmanlike Manner.** Organization shall bid, contract for, and cause to prosecute to completion, the Projects described herein in a good, safe and workmanlike manner, and in compliance with all applicable codes, ordinances, laws and regulations. Organization shall take necessary action to protect the life, health, safety, and property of all personnel on the job site, members of the public, and personnel.
 - b. **Permits.** Organization agrees to obtain all necessary local, state, and federal permits, encroachments, permissions, approvals, etc. in a timely manner and prior to start of construction.
 - c. **Building Regulations.** Organization asserts that it is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Organization becomes out of compliance with any of these provisions, it will provide written notice to LFUCG immediately. Failure to notify LFUCG and resolve any such matters to the satisfaction of LFUCG may lead to termination of this Agreement for cause.
 - d. **No Liens.** Organization will cause all work to be performed, including all labor, materials, supervision, supplies, equipment, architectural, and engineering services necessary to complete the improvements, in accordance with all applicable standards in the construction industry. The Organization will complete the improvements free from all materialmen's liens and all mechanic's liens and claims. All contracts with subcontractors and materialmen will contain, upon the request of LFUCG, a provision for not less than ten percent (10%) retainage to ensure adequate and complete performance in connection with interim or progress payments hereunder.
 - e. **Right of Inspection.** Organization will permit access by LFUCG to the books and records of Organization related to the Project at reasonable times. In the event LFUCG determines that any work or materials are not substantially in conformance with applicable standards in the construction industry, or are not in conformance with any applicable laws, regulations, permits, requirements or rules of any governmental authority having or exercising jurisdiction thereover or are not otherwise in conformity with sound building practices, LFUCG may stop the work and order replacement or correction of any such work or materials. Such inspection

will not be construed as a representation or warranty by LFUCG to any third party that the improvements are, or will be, free of faulty materials or workmanship.

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

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

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

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

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

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

8. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN. Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable

federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

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

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

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

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

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

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

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

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

15. ANNUAL AUDIT. Organization shall comply with the audit requirements of 2 CFR Part 200, Subpart F, if applicable. LFUCG shall also have the option to request an audit of all revenue and expenditures related to this Agreement. If such an audit is requested by LFUCG, the audit shall be conducted by independent certified public accountants at Organization's expense, who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. For any audit performed, including a 2 CFR Part 200 audit, a copy of the audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted 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, 2029. 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:

Darlene Thomas, Executive Director
GreenHouse17, Inc.
PO Box 55190
Lexington, KY 40555-5190

For Government:

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

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

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 agreement between the parties on the same subject matter.

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SIGNATURE PAGE TO FOLLOW

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:

Deputy *Mackenzie Galt*
Clerk of the Urban County Council

GREENHOUSE17, INC.

BY: *[Signature]*
DARLENE THOMAS, Executive Director

COMMONWEALTH OF KENTUCKY)

COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this the 8th day of January, 2026, by Letitia A Marshall, a Kentucky nonprofit organization.

My commission expires: 10/24/2026

Commission number: KY.NP61118



Letitia A Marshall
Notary Public, State-at-Large, Kentucky

EXHIBIT A

Request for Proposal, Risk Management Provisions, and Scope of Project

Request for Proposal



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #28-2025 Nonprofit Capital Grants Program – Facilities Improvement** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **October 7, 2025**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

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

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

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status.

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 contractor is expressly required to comply with the Kentucky Equal Opportunity Act of 1978 (KRS 45.560 to KRS 45.640)

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Procurement shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Procurement will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

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

SELECTION CRITERIA:

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

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

The LFUCG reserves the right to request clarification of any proposal from prospective vendors, or to interview any vendor to further discuss their submitted proposal. The LFUCG further reserves the right to select more than one vendor as a preliminary finalist that will be required to make an oral presentation to the LFUCG. The LFUCG reserves the right to amend its final scoring of the proposals based upon information provided during such a presentation as long as the proposal does not materially differ from the written proposal submitted by the vendor.

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

AFFIDAVIT

Comes the Affiant, DARLENE THOMAS, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is DARLENE THOMAS and he/she is the individual submitting the proposal or is the authorized representative of GREENHOUSE17 INC, the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Proposer has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

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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.

[Signature]
STATE OF Kentucky
COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Darlene Thomas on this the 8th day of January, 2024

My Commission expires: 10/24/2026



[Signature]
NOTARY PUBLIC, STATE AT LARGE

PER PREVIOUS GUIDANCE FROM TODD SLATIN IN PURCHASING, THIS AFFIDAVIT WILL BE SIGNED AND NOTARIZED UPON NOTIFICATION OF AWARD.

Firm Submitting Proposal: GREENHOUSE17 INC

Complete Address: 4400 BRIAR HILL RD, LEXINGTON, KY 40516
Street City Zip

Contact Name: DARLENE THOMAS Title: EXECUTIVE DIRECTOR

Telephone Number: 859-519-1903 Fax Number: N/A

Email address: dthomas@greenhouse17.org

GENERAL PROVISIONS

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

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

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

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

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

A. Termination for Cause

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

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

B. At Will Termination

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

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

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



Signature

10/5/2025

Date

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

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

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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



Lexington-Fayette Urban County Government
Request for Proposals

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

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

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

- **NOTE: Agencies who received funding from a Nonprofit Capital Grant Program in 2024 are not eligible to apply or to receive funds.**

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

Instructions

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

Proposal Deadline – 2 P.M. on October 7, 2025

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

For More Information:

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

1.0 GENERAL PROVISIONS

1.1 Funding

The funding is a **ONE TIME** grant. LFUCG will conduct ongoing evaluation of the project to determine effectiveness. Funds must be expended **April 30, 2027**.

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

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

The Subrecipient agrees that it shall spend the entire amount of funds provided under this Agreement before April 30, 2027.

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

If it becomes apparent to the grant recipient that it will be unable to complete the Project either in the manner or for the amount described in this Agreement, then the grant recipient must immediately provide written notice to the LFUCG with a complete and detailed explanation of its inability to comply with the terms of the Agreement, any proposed changes, and the reasons for those changes. If the grant recipient fails to use any amount of funds provided under the Agreement within the time of performance (by April 30, 2027), grant recipient forfeits those funds.

1.2 Proposal Submission

In order to be considered, proposals must be received by **October 7, 2025 at 2 PM**. The proposal must contain the required documents and respond to each of the required narrative/application questions to be complete.

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

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

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

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

1.3 Acceptance/Rejection of Applications

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

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

Inquiries/Questions

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

Todd Slatin, Director
Division of Central Purchasing 200 E. Main Street, Lexington, KY 40507
E-mail: tslatin@lexingtonky.gov Phone: (859) 258-3320
Deadline for questions is October 1, 2025 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 September 3, 2025, and is made available to the public and all potentially eligible applicants. **An informational and question and answer meeting will be held on Zoom on Thursday, September 11, 2025 at 2 PM EST**

[Click here to Join September 11, 2025 at 2 PM Technical Q&A TEAMS Meeting](#)

Meeting LINK: [Join the meeting now](#)

Meeting ID: 229 729 603 779 0

Passcode: K5kq7Hz3

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 October 7, 2025. **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 in November 2025. This timeline is subject to change without notice.

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

1.6 Evaluation

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

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

Scoring criteria are outlined in Section 4.0 Evaluation.

1.7 Selection

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

1.8 Reporting

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

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

2.0 PROPOSAL FORMAT

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

A complete proposal contains each of the following components:

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

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

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

1. Facility Improvement location is located in Fayette County must be for the purpose of serving Fayette County residents with these grant funds
2. Be in good standing with the Kentucky Secretary of State
3. Responders shall be registered and have a current, complete 2025 Gold Seal of Transparency or higher level agency portrait on [Candid.org](https://www.candid.org).
[Learn how to earn your 2025 Gold Seal of Transparency on Candid here.](#)
4. Funds for the projects cannot be used to teach, advance, advocate or promote any religion
5. Applying organization agrees to comply with all applicable local, state, and federal laws

Section 2: Demonstrated Need

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

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

Section 3: Applicant Capacity for Project

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

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

Section 4: Operational Feasibility

The application must include:

1. Clear and complete plans and timeline for implementing and completing the project
2. An adequate strategy for securing additional support and commitment if needed. If applicable, include letters of commitment for other funding that will be used to implement the project
3. Adequate number of qualified staff to carry out the proposed project
4. Indicators that demonstrate that the project can be completed by April 30, 2027

Section 5: Cost Analysis – and attachments

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

3.0 SCOPE

Agencies may apply for a grant to assist with a capital project of a **minimum of \$30,000 of Facility Improvements** (*Agencies may bundle Facility Improvement projects to meet the \$30,000 minimum*). **Maximum Facility Improvement award is \$70,000.**

Who is Eligible?

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

- Grant funds must be invested in facilities located in and serving residents of Lexington-Fayette County.
- Agencies must be recognized by Internal Revenue Service as a 501(c)(3) nonprofit organization.
- **Agencies must either own the facility or have a current long-term lease (*with at least 3 years remaining on the terms of the lease*) with a private landlord for which improvements are being requested.**
- Agencies that are primarily affiliated with, or funded through, an educational institution (e.g., a public or private school or the Fayette County Board of Education) are not eligible to receive funds.
- **All funds awarded must be spent by grantees before April 30, 2027.**
- ***NOTE: Agencies who received funding from the Nonprofit Capital Grant Program in 2024 are not eligible to apply or to receive funds.***

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

Facility Improvements

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

Grant Award Allocation

Facility Improvements

Funding Pool *	\$421,600
Minimum Request **	\$30,000
Maximum Request	\$70,000

*****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).***

LFUCG reserves the right to adjust funding amounts.

4.0 EVALUATION & CRITERIA

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

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

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

1. Facility Improvement location is located in Fayette County and Facility Improvements must be for the purpose of serving Fayette County residents with these grant funds
2. Be in good standing with the Kentucky Secretary of State
3. Responders shall be registered and have a current, complete 2025 Gold Seal of Transparency or higher level agency portrait on [Candid.org](https://www.candid.org)
If you haven't updated your 2025 Gold Seal, you will need to log into Candid and do so. Learn how to earn your 2025 Gold Seal of Transparency on Candid:
<https://help.candid.org/s/article/Go-for-the-Gold>
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 law

4.2 Demonstrated Need

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

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

4.3 Applicant Capacity for Project

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

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

4.4 Operational Feasibility

The application must include:

1. Clear and complete plans and timeline for implementing and completing the project
2. An adequate strategy for securing additional support and commitment if needed. If applicable, include letters of commitment for other funding that will be used to implement the project
3. Adequate number of qualified staff to carry out the proposed project
4. Indicators that demonstrate that the project can be completed by April 30, 2027

4.5 Cost Analysis – and attachments

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

LFUCG reserves the right to adjust funding amounts.

EXHIBIT B

Response to Request for Proposal



PROPOSAL SUBMITTAL COVER SHEET

Agency Information

Agency Name: GreenHouse17 Inc

Mailing Address: P.O. Box 55190, Lexington, KY 40555-5190

Street Address: 4400 Briar Hill Road, Lexington, KY 40516

Phone: (800) 544 - 2022

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 Candid.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*):
Darlene Thomas, Executive Director, (859) 519-1903, dthomas@greenhouse17.org

Person Completing Application (*Name, Title, Phone, Email*):
Corissa Phillips, External Relations Director, (859) 519-1904, cphillips@greenhouse17.org

Project Information

Funding Requested by Project, if bundling multiple Projects:

Project: Emergency Shelter Fire System Panel Replacement Request \$ 20,750
Facility Improvement project

Project: Emergency Shelter Interior Repainting Request \$ 47,713
Facility Improvement project

Project: _____ Request \$ _____
Facility Improvement project

Project: _____ Request \$ _____
Facility Improvement project

Total Funding Amount Requested: \$ 68,463

- **Save this PDF formatted Proposal Submittal Cover Form to your hard drive before beginning to enter responses in it to ensure your responses are saved to the form.**
- **Total Funding Pool is \$421,600. Minimum Total Request per agency is \$30,000; Maximum Total Request per Agency is \$70,000.**
- **If applying for/bundling multiple projects, submit a 5 section narrative for each project.**

LFUCG NCG FACILITIES IMPROVEMENT PROJECT 1 OF 2

GREENHOUSE17 EMERGENCY SHELTER FIRE SYSTEM PANEL REPLACEMENT

SECTION 1: MISSION & OBJECTIVES

GreenHouse17 is a nonprofit organization committed to ending intimate partner abuse. This mission is carried out every hour of every day through trauma-informed services that foster physical and emotional safety for victims and their children. As the state-designated provider of domestic violence services for Fayette County, GreenHouse17 operates the community's only emergency shelter providing critical safety, healing, and stability for victims and their children during the dangerous period after escaping abuse.

Located on a 40-acre rural property in Fayette County, the emergency shelter provides refuge for 42 adults and children each night of the year. Residents are provided basic needs—including daily meals, clothing, and hygiene supplies—and voluntary access to services as they establish safety and begin to reimagine their lives after surviving abuse. Examples include safety planning, legal advocacy, emergency protective orders, individual and group counseling, children's safe exchange and visitation, transportation assistance, parenting support, budget assistance, credit repair, and supportive housing assistance.

Shelter programming and administrative functions are monitored by several external entities each year for compliance with best practices. Additionally, shelter services adhere to best-practice standards established by ZeroV, Kentucky's coalition of

domestic violence programs. GreenHouse17 confirms the organization and proposed project are aligned with the following eligibility requirements for NCG Facilities Improvement funds:

- The proposed project will directly serve low-income, underserved, and marginalized residents of Lexington-Fayette County, with specific outcomes supporting homeless survivors of intimate partner abuse and their children.
- The project further responds to Lexington's Consolidated Plan, which identifies the high-priority need for emergency shelter, public services, and affordable housing to serve victims of domestic violence.
- GreenHouse17 is in good standing with the Kentucky Secretary of State and holds the Platinum Seal of Transparency on Candid.org.
- No funds will be used to teach, advance, advocate or promote any religion.
- The emergency shelter facility meets or exceeds requirements of habitability and accessibility established by federal, state, and local regulations.

SECTION 2: DEMONSTRATED NEED

GreenHouse17 requests funding to replace the outdated fire alarm system control panel and related components at the organization's emergency shelter to ensure continued compliance with fire safety standards. The shelter's existing fire alarm control panel, installed more than 12 years ago, has reached the end of its service life and is no longer supported by the manufacturer. Replacement parts are limited, restricting future expansion and increasing the risk of malfunction and false alarms. Replacement of the fire panel and connected devices is necessary to maintain reliable protections, meet Kentucky fire codes, and ensure ongoing compliance with inspection requirements.

Mission Connection:

A reliable fire alarm control panel ensures that every smoke detector, pull station, and alarm strobe functions properly to alert shelter residents and staff of danger. This reliability is essential in a residential setting where adults and children may need extra time to evacuate safely. Federal fire-safety guidance confirms that reliable fire-protection systems are essential to protect life and property. According to the U.S. Fire Administration, the effectiveness and dependability of fire alarm systems also strengthen first-responder confidence during emergencies, reducing the likelihood of injury or loss of life.¹ Kentucky's Office of the State Fire Marshal enforces inspection and testing requirements under 815 KAR 010:060, which mandates annual inspection of fire systems in existing buildings.² The Kentucky Revised Statutes Chapter 227 further authorize enforcement actions when required systems are outdated or inoperable.³ The proposed replacement will ensure full compliance with these standards, prevent costly or dangerous system failures, and protect the lives of emergency shelter residents and staff.

Facility Description

The GreenHouse17 emergency shelter is an 18,000-square-foot facility situated on a beautiful 40-acre property on Briar Hill Road in rural Fayette County. The shelter can accommodate up to 42 adults and children each night across 16 bedrooms, including one fully accessible bedroom with attached bathroom. Four additional bathrooms located in corridors near shelter bedrooms offer a dozen showers and two tubs. Shared spaces in

¹ U.S. Fire Administration. (2001). *Residential fire alarm systems: The verification and reliability of alarm signals* (Report No. TR-02PF). Federal Emergency Management Agency.

² Kentucky Administrative Regulation 815 KAR 010:060. (2023). *Inspection, testing, and maintenance of fire alarm systems*. Kentucky Legislature.

³ Kentucky Revised Statutes Chapter 227. (2023). *Fire prevention and protection*. Kentucky Legislature.

the shelter include two laundry rooms, commercial kitchen, dining room, family living room, toddler playroom, group room, art room, sewing room, and additional restrooms. A secure lobby connects to a central office that serves as the shelter hub and houses the organization's 24-hour crisis hotline operations. Several staff offices of various sizes and configurations are scattered throughout the facility. A large conference room equipped with audio-visual technology provides a space for meetings, community training events, and large support groups.

Project Scope

The proposed project will replace the existing Simplex 4008 zone fire alarm control panel with a Simplex 4007ES hybrid panel, and as necessary, install new compatible smoke and heat detectors, duct sensors, and pull stations. Existing alarm strobes and horns will remain in service. The upgraded system will provide room-specific alarm identification, faster emergency response, and improved maintenance features. All equipment installation, programming, and testing will be completed by Johnson Controls Fire Protection LP, a licensed fire-safety contractor and the organization's long-time vendor for fire safety equipment installation and repair.

SECTION 3: APPLICANT CAPACITY

GreenHouse17 currently manages a \$4.8 million annual budget composed of private and public funding from federal, state, and local sources. The organization has successfully implemented more than a hundred federal grant awards since receiving its nonprofit designation 20 years ago, consistently meeting compliance requirements. Federally required single audits to test financial statements, internal controls, and compliance with federal regulations are performed annually. The organization maintains

a long history of audits with unmodified opinion and no findings. Further, GreenHouse17 has a proven record of strong grant management with LFUCG. Prior city-funded projects were completed in compliance with reporting and spending requirements. GreenHouse17 understands and affirms the following requirements of the NCG Facilities Improvement grant:

- Funds are one-time only and must be fully expended before April 30, 2027;
- LFUCG may conduct ongoing evaluation of the project to determine effectiveness;
- Timely submission of bids, invoices, contracts, receipts, and related documentation will be necessary; and
- Project expenses will be reimbursed and no funds will be disbursed in advance.

Adequate Staff & Experience

Darlene Thomas, Executive Director, will oversee the project. Ms. Thomas brings more than 30 years of progressively responsible leadership in domestic violence advocacy and organizational oversight, including management of facility improvement and capital projects. In 2016, Ms. Thomas oversaw a new 24-unit scattered-site housing development funded by a mix of low-income tax credits, federal grants, and low-interest loans made possible through partnership with ZeroV, the state coalition of domestic violence programs. Three years later, she managed a \$420,000 renovation of the emergency shelter, funded by a Community Development Block Grant awarded through the Lexington Continuum of Care. Both were completed on time and within budget.

Ms. Thomas is supported by a leadership team contributing nearly 75 years of combined experience. Diane Fleet, Associate Director, oversees delivery of direct services for victims and their children and supervises the emergency shelter manager.

Ms. Fleet is also the current President for the Lexington-Fayette Domestic and Sexual Violence Prevention Coalition and Continuum of Care. Corissa Phillips, External Relations Director, holds the Certified Fund Raising Executive (CFRE) credential, an internationally recognized designation for rigorous commitment to ethical fundraising practices, and supervises a team of fundraising and marketing specialists. Diane Willoughby, Finance Director, has extensive experience managing federal pass-through grants and capital project funds from award announcement to timely closeout, including recent funding governed by COVID-19 response regulations. She supervises three finance assistants and a facilities maintenance specialist.

Shelter services are delivered 24-hours a day, every day of the year, by 20 full- and part-time employees committed to providing best-practice advocacy for victims and their children. Shelter staff complete 40 hours of training in their first year and at least 12 hours of annual continuing education to maintain the Certified Domestic Violence Advocate (CDVA) credential issued by ZeroV. A Board of Directors comprised of community leaders representing diverse professional sectors governs the organization. With this infrastructure and experience, GreenHouse17 is fully prepared to implement the proposed project efficiently, on schedule, and in compliance with all requirements.

SECTION 4: OPERATIONAL FEASIBILITY

GreenHouse17 will begin project pre-planning upon award notification. The fire-panel replacement project is expected to take approximately four weeks to complete, inclusive of planning, installation, inspection, and certification. Following award notification, GreenHouse17 will coordinate a pre-installation meeting with Johnson Controls to confirm scheduling and site logistics. Prior to project initiation, GreenHouse17

and Johnson Controls will coordinate with the Lexington Fire Marshal’s Office to obtain all required permits, inspections, and plan approvals for the fire alarm system replacement.

Although project work will be completed in a manner to minimize interruption of shelter services and fire safety protections, some system downtime will be unavoidable. In accordance with the “Life Safety Fire Watch Procedure” issued by the Lexington Division of Fire and Emergency Services, if the fire system is out of service for more than four hours, shelter staff will conduct fire watch rounds and maintain documentation for Fire Marshal review. Fire watch procedures and documentation will be supervised by the shelter program manager and leadership team. Upon project completion, Johnson Controls will train shelter management staff on daily operation and system-reset procedures. Final documentation will be provided to the Fire Marshal as required by law.

Timeline

The following implementation schedule demonstrates the feasibility of completing the project within four weeks, well in advance of the April 2027 deadline:

Task/Week	0	1	2	3	4
Project pre-planning, informing residents about project, developing schedule for work					
Pre-meeting with contractor for planning discussions; permits obtained per regulations					
Panel equipment installed; fire watch procedures active in accordance with regulations					
Testing, equipment training, inspections					

Adequate Funding & Qualifications

GreenHouse17 requests NCG Facilities Improvement funds in the amount of \$20,750 to support 91% of total estimated project costs of \$22,825. The remaining \$2,075, equal to the project contingency, will be met through charitable annual fundraising conducted by the organization. No additional project costs are expected. Should unanticipated costs exceeding the contingency be encountered during project implementation, GreenHouse17 has a strong track record for securing public support through private foundations and charitable donations. Diverse sources of funding compose the organization's annual operating budget and, if necessary, provide flexibility to ensure project completion. GreenHouse17 also maintains a modest reserve account with a minimum balance requirement of \$45,000, per oversight of the Board of Directors, and a line of credit with Central Bank providing up to \$170,000 to support expenses before NCG reimbursement payments are received. As evidenced in the "Applicant Capacity" section, GreenHouse17 leadership, finance, and direct service staff are well prepared to implement the proposed project on time and budget with no interruption to core services.

Attachments

- The emergency shelter lease with leaseholder improvement clauses highlighted.
- GreenHouse17 FY26 Operating Budget, approved by Board of Directors, demonstrating diverse funding and strong financial structure. (Please note funding budgeted for facility maintenance reflects the average annual costs for standard upkeep of the facility and is not adequate to fund the fire panel replacement.)

SECTION 5: COST ANALYSIS & ATTACHMENTS

Total project costs have been estimated to be \$22,825 inclusive of equipment, installation, programming, testing, and commissioning. Costs were estimated by bid from Johnson Controls Fire Protection LP, the certified vendor for the shelter's fire protection systems. Although sole-source procurement will be necessary for continuation and warranty of the system's existing and interconnected equipment, the estimate has been verified as reasonable through equipment catalog listings, online project calculators, and previous consultations with fire department personnel:

- \$7,750 Equipment: Simplex 4007ES fire alarm system control panel and addressable modules, smoke and heat detectors, duct sensors, pull stations, etc.
- \$2,500 Supplies: Conduit, wire, mounting hardware, batteries, and materials
- \$10,000 Labor: Installation, programming, testing, and commissioning
- \$500 Fees: Estimated permits, inspections, and alarm system registration
- \$2,075 Contingency: 10% direct project costs of \$20,750

NCG Facilities Improvement Funds will support 91% of project costs (\$20,750), with the remaining 9% (\$2,075) supported by GreenHouse17 fundraising. Upon award notification, per the organization's policies, sole source procurement will be confirmed to meet requirements of funding allowability and an up-to-date bid will be obtained from Johnson Controls. Coordination with the Fire Marshal and local authorities will ensure compliance with all permitting and inspection requirements prior to final project close-out.

Attachments

- Line-item budget for the project
- Johnson Controls Fire Protection LP Bid

LFUCG NCG FACILITIES IMPROVEMENT PROJECT 2 OF 2

GREENHOUSE17 EMERGENCY SHELTER INTERIOR REPAINTING

SECTION 1: MISSION & OBJECTIVES

GreenHouse17 is a nonprofit organization committed to ending intimate partner abuse. This mission is carried out every hour of every day through trauma-informed services that foster physical and emotional safety for victims and their children. As the state-designated provider of domestic violence services for Fayette County, GreenHouse17 operates the community's only emergency shelter providing critical safety, healing, and stability for victims and their children during the dangerous period after escaping abuse.

Located on a 40-acre rural property in Fayette County, the emergency shelter provides refuge for 42 adults and children each night of the year. Residents are provided basic needs—including daily meals, clothing, and hygiene supplies—and voluntary access to services as they establish safety and begin to reimagine their lives after surviving abuse. Examples include safety planning, legal advocacy, emergency protective orders, individual and group counseling, children's safe exchange and visitation, transportation assistance, parenting support, budget assistance, credit repair, and supportive housing assistance.

Shelter programming and administrative functions are monitored by several external entities each year for compliance with best practices. Additionally, shelter

services adhere to best-practice standards established by ZeroV, Kentucky's coalition of domestic violence programs. GreenHouse17 confirms the organization and proposed project are

aligned with the following eligibility requirements for NCG Facilities Improvement funds:

- The proposed project will directly serve low-income, underserved, and marginalized residents of Lexington-Fayette County, with specific outcomes supporting homeless survivors of intimate partner abuse and their children.
- The project further responds to Lexington's Consolidated Plan, which identifies the high-priority need for emergency shelter, public services, and affordable housing to serve victims of domestic violence.
- GreenHouse17 is in good standing with the Kentucky Secretary of State and holds the Platinum Seal of Transparency on Candid.org.
- No funds will be used to teach, advance, advocate or promote any religion.
- The emergency shelter facility meets or exceeds requirements of habitability and accessibility established by federal, state, and local regulations.

SECTION 2: DEMONSTRATED NEED

GreenHouse17 requests NCG Facilities Improvement funds to repaint the interior of the emergency shelter. With nearly 300 residents each year, the surfaces of the GreenHouse17 emergency shelter bear the marks of heavy use. Some common areas in the facility were repainted six years ago during a shelter renovation project; however, most spaces have not been freshly painted for nearly a decade.

Mission Connection

The emergency shelter is often the first safe place where victims of intimate partner abuse and their children have lived in many years. The violence they have endured includes both physical and emotional harm, and a trauma-informed facility must respond to both. Maintaining well-painted interiors in a domestic violence shelter is not a luxury. It is an investment in a space where our community's most vulnerable adults and children find safety, begin to heal, and rebuild stability after abuse. Research shows that a clean, well-maintained shelter fosters feelings of security and dignity during crisis.¹ A 2020 case study of residents in a Minnesota emergency shelter found that facility conditions influenced the trust residents have for shelter staff.² Further, regular interior painting is a best practice for maintenance of a shared living facility.³ Fresh paint seals walls and ceilings, helps prevent moisture intrusion, and reduces the risk of mold growth that can damage structures and compromise air quality. In high-humidity areas such as kitchens and bathrooms, repainting is especially important for maintaining healthy environments. Washable finishes allow staff to clean surfaces more effectively, extending the life of the walls and reducing costly repairs.

Facility Description

The GreenHouse17 emergency shelter is an 18,000-square-foot facility situated on a beautiful 40-acre property on Briar Hill Road in rural Fayette County. The shelter can

¹ Grieder, M., & Chanmugam, A. (2013). *Exploring the role of shelter environments in the experiences of domestic violence survivors*. *Journal of Family Violence*, 28(7), 647–655.

² Keiser, K. (2020). *Facility conditions and trust dynamics in domestic violence shelters: A qualitative case study*. Whitman College Arminda Institutional Repository.

³ *Painting and Decorating Contractors of America*. (2019, May 28). *PDCA industry standards*. *Painting Contractors Association*.

accommodate up to 42 adults and children each night across 16 bedrooms, including one fully accessible bedroom with attached bathroom. Four additional bathrooms located in corridors near shelter bedrooms offer a dozen showers and two tubs. Shared spaces in the shelter include a commercial kitchen, dining room, family living room, toddler playroom, group room, art room, sewing room, two laundry rooms, and additional restrooms. A secure lobby connects to a central office that serves as the shelter hub and houses the organization's 24-hour crisis hotline operations. Several staff offices of various sizes and configurations are scattered throughout the facility. A large conference room equipped with audio-visual technology provides a space for meetings, community training events, and large support groups.

Project Scope

The proposed project will repaint all interior corridors, walls, ceilings, trim, and doors in common spaces and staff offices in the shelter. Although every attempt is made to repaint shelter bedrooms between resident exits and intakes, the emergency shelter operates at capacity most nights of the year. Vacated beds are often filled by victims and children in need within hours of becoming available. For this reason, up to 10 shelter bedrooms are also expected to require repainting during project implementation.

SECTION 3: APPLICANT CAPACITY

GreenHouse17 currently manages a \$4.8 million annual budget composed of private and public funding from federal, state, and local sources. The organization has successfully implemented more than a hundred federal grant awards since receiving its nonprofit designation 20 years ago, consistently meeting compliance requirements.

Federally required single audits to test financial statements, internal controls, and compliance with federal regulations are performed annually. The organization maintains a long history of audits with unmodified opinion and no findings. Further, GreenHouse17 has a proven record of strong grant management with LFUCG. Prior city-funded projects were completed in compliance with reporting and spending requirements. GreenHouse17 understands and affirms the following requirements of the NCG Facilities Improvement grant:

- Funds are one-time only and must be fully expended before April 30, 2027;
- LFUCG may conduct ongoing evaluation of the project to determine effectiveness;
- Timely submission of bids, invoices, contracts, receipts, and related documentation will be necessary; and
- Project expenses will be reimbursed and no funds will be disbursed in advance.

Adequate Staff & Experience

Darlene Thomas, Executive Director, will oversee the project. Ms. Thomas brings more than 30 years of progressively responsible leadership in domestic violence advocacy and organizational oversight, including management of facility improvement and capital projects. In 2016, Ms. Thomas oversaw a new 24-unit scattered-site housing development funded by a mix of low-income tax credits, federal grants, and low-interest loans made possible through partnership with ZeroV, the state coalition of domestic violence programs. Three years later, she managed a \$420,000 renovation of the emergency shelter, funded by a Community Development Block Grant awarded through the Lexington Continuum of Care. Both were completed on time and within budget.

Ms. Thomas is supported by a leadership team contributing nearly 75 years of

combined experience. Diane Fleet, Associate Director, oversees delivery of direct services for victims and their children and supervises the emergency shelter manager. Ms. Fleet is also the current President for the Lexington-Fayette Domestic and Sexual Violence Prevention Coalition and Continuum of Care. Corissa Phillips, External Relations Director, holds the Certified Fund Raising Executive (CFRE) credential, an internationally recognized designation for rigorous commitment to ethical fundraising practices, and supervises a team of fundraising and marketing specialists. Diane Willoughby, Finance Director, has extensive experience managing federal pass-through grants and capital project funds from award announcement to timely closeout, including recent funding governed by COVID-19 response regulations. She supervises three finance assistants and a facilities maintenance specialist.

Shelter services are delivered 24-hours a day, every day of the year, by 20 full- and part-time employees committed to providing best-practice advocacy for victims and their children. Shelter staff complete 40 hours of training in their first year and at least 12 hours of annual continuing education to maintain the Certified Domestic Violence Advocate (CDVA) credential issued by ZeroV. A Board of Directors comprised of community leaders representing diverse professional sectors governs the organization. With this infrastructure and experience, GreenHouse17 is fully prepared to implement the proposed project efficiently, on schedule, and in compliance with all requirements.

SECTION 4: OPERATIONAL FEASIBILITY

GreenHouse17 will begin project pre-planning upon award notification. Painting will commence on or before April 1, 2026 and require approximately six weeks to complete from preparation to clean up. No interruption of shelter services is expected. A

schedule will be developed in coordination with the contracted vendor, shelter staff, and residents to provide advance notice and mitigate disruptions.

Following a pre-project site walkthrough with the contractor to ensure readiness to begin, minor wall repairs and surface preparation will be completed as necessary. Per the agreed upon painting schedule, wall hangings will be removed and floors and furnishings covered with drop cloths in each space before painting begins. Industrial fans will help to decrease drying times. Use of low-VOC paint and opened windows and doors during painting will help ensure healthy air quality during the project. Additional security measures, such as heightened screening of visitors entering the property from the gated roadside entry, will foster safety while shelter windows and doors are opened for ventilation. Temporary confidential hotel rooms will be secured for any residents who suffer respiratory or other health conditions that could be compromised because of the painting.

After painting of a space is completed, intermittent walkthroughs with the contractor will identify any necessary touchups and, after those matters have been resolved, protective coverings will be removed, furniture returned to place, and the space cleaned before being made available for service use. Upon completion of painting in all designated spaces, a final walkthrough will confirm even coverage, clean lines, and readiness for immediate use. All materials and debris will be disposed of in accordance with health and safety standards.

Project Timeline

The following implementation schedule demonstrates the feasibility of completing the project within six weeks, well in advance of the April 2027 deadline:

Task/Week	0	1	2	3	4	5	6
Project pre-planning, informing residents, developing schedule							
Site walk-through with contractor, communicate scheduling, identify surfaces requiring repairs before painting begins							
Remove wall hangings and curtains; move/cover furniture in the middle of the space; repair walls for paint as needed.							
Spaces are repainted per schedule, cleaned, and furnishings replaced for service use							
Intermittent walkthroughs of repainted spaces for inspection and touch ups							
Final walkthrough of completed project, disposal of any debris or supplies per regulations.							

Adequate Funding & Qualifications

GreenHouse17 requests NCG Facilities Improvement funds in the amount of \$47,713 to support 91% of total estimated project costs of \$52,484. The remaining \$4,771, equal to project contingency, will be met through charitable annual fundraising conducted by the organization. No additional project costs are expected. Should unanticipated costs exceeding the contingency be encountered during project implementation, GreenHouse17 has a strong track record for securing public support. Further, diverse sources of funding compose the organization's annual operating budget

and, if necessary, could provide flexibility to ensure project completion. GreenHouse17 also maintains a modest reserve account with a minimum balance requirement of \$45,000, per oversight of the Board of Directors, and a line of credit with Central Bank providing up to \$170,000 to support NCG project expenses before reimbursement payments are received. As evidenced in the “Applicant Capacity” section, GreenHouse17 leadership, finance, and direct service staff are well prepared to implement the proposed project on time and budget with no interruption to core services.

Attachments

- The emergency shelter lease with leaseholder improvement clauses highlighted.
- GreenHouse17 FY26 Operating Budget, approved by Board of Directors, demonstrating diverse funding and strong financial structure. (Please note funding budgeted for facility maintenance reflects the average annual costs for standard upkeep of the facility and is not adequate to fund the shelter repainting project.)

SECTION 5: COST ANALYSIS & ATTACHMENTS

Estimated project costs of \$52,484 include supplies, equipment, labor, and contingency necessary to repaint interior walls, ceilings, trim, and doors throughout the emergency shelter. These costs have been calculated using a \$2.75 per square foot rate, and have been verified as reasonable through bids from two qualified local contractors:

- \$33,000 Common Areas: 12,000 sq ft of common areas including corridors, bathrooms, kitchen, dining room, and group spaces
- \$8,938 Bedrooms: 3,250 sq feet of bedroom spaces across 10 rooms of varying size and configurations

- \$5,775 Advocacy & Staff Offices: 2,100 sq ft of office spaces across 17 offices with varying sizes and configurations
- \$4,771 Contingency: 10% direct project costs of \$47,713

NCG Facilities Improvement funds will support 91% of project costs (\$47,713), with the remaining 9% (\$4,771) supported with fundraising conducted by GreenHouse17. Upon award notification, in accordance with the organization's procurement policy, up-to-date bids will be obtained from both previously responding vendors and an additional third vendor. Requests for project bids will define need for per square footage estimates by type of space to ensure accurate comparison across vendors. The determination of contractor that will perform project work will be based on criteria that considers cost, timeliness, and experience related to communal residential shelter facilities.

Attachments:

- Line-item budget for the project
- Two previously obtained bids used for cost analysis

ATTACHMENTS

Budget – Emergency Shelter Fire System Panel Replacement 2

Budget – Emergency Shelter Interior Repainting 3

GreenHouse17 FY26 Operating Budget 4

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BUDGET 1 OF 2

**LFUCG NCG FACILITIES IMPROVEMENT PROJECT
GREENHOUSE17 EMERGENCY SHELTER FIRE SYSTEM PANEL REPLACEMENT**

\$20,750 in LFUCG NCG Facilities Improvement funds are requested to support 91% of total project costs. GreenHouse17 fundraising of \$2,075, an amount equal to the project contingency, will support remaining costs:

Category	Description	Estimated Cost	% Project	Funding Source
Equipment	Simplex 4007ES hybrid fire alarm control panel, addressable modules, smoke and heat detectors, duct sensors, pull stations, and related accessories	\$7,750	34%	LFUCG NCG
Supplies	Conduit, wire, mounting hardware, batteries, and installation materials	\$2,500	11%	LFUCG NCG
Labor	Certified technician labor for installation, programming, testing, and system certification	\$10,000	44%	LFUCG NCG
Permits / Fees	Local Fire Marshal permits, inspections, and required alarm system registration	\$500	2%	LFUCG NCG
Contingency	10% of direct project costs of \$20,750 as allowance for unforeseen costs or adjustments	\$2,075	9%	GreenHouse17
Total Estimated Project Cost		\$22,825	100%	LFUCG NCG + GreenHouse17

BUDGET 2 OF 2

**LFUCG NCG FACILITIES IMPROVEMENT PROJECT
GREENHOUSE17 EMERGENCY SHELTER INTERIOR REPAINTING**

\$47,713 in LFUCG NCG Facilities Improvement funds are requested to support 91% of total project costs. GreenHouse17 fundraising of \$4,771, an amount equal to the project contingency, will support remaining costs:

Space	Description	Estimated Sq Ft	Cost at \$2.75/sq ft	% Project	Funding Source
Common Areas	including corridors, bathrooms, kitchen, dining room, and group spaces	12,000	\$33,000	63%	LFUCG NCG
Bedrooms	Spaces across 10 rooms of varying size and configurations	3,250	\$8,938	17%	LFUCG NCG
Staff Offices	Private advocacy and meeting spaces across 17 offices of varying sizes and configurations	2,100	\$5,775	11%	LFUCG NCG
Contingency	10% of direct project costs of \$47,713 as allowance for unforeseen costs or adjustments	---	\$4,771	9%	GreenHouse17
Total Estimated Project Cost			\$52,484	100%	LFUCG NCG + GreenHouse17

FY26 Board Approved Operating Budget

July 1, 2025 - June 30, 2026

FY26 REVENUE	DIRECT			INDIRECT	FY26 TOTAL \$ REVENUE	FY26 TOTAL % REVENUE
	CHFS	FEDERAL	LOCAL			
KY General Fund (<i>standard</i>)	\$ 601,159	\$ -	\$ -	\$ 90,174	\$ 691,333	14%
KY General Fund (<i>extra</i>)	\$ 468,378	\$ -	\$ -	\$ 70,257	\$ 538,635	11%
KY Trust & Agency	\$ 16,522	\$ -	\$ -	\$ 2,478	\$ 19,000	0%
Family Violence Prevention Fund	\$ 121,853	\$ -	\$ -	\$ 18,278	\$ 140,131	3%
Temporary Assistance for Needy Families	\$ 128,159	\$ -	\$ -	\$ 19,224	\$ 147,383	3%
CHFS Victims of Crime Act (<i>VOCA</i>) Bridge	\$ 637,460	\$ -	\$ -	\$ 95,619	\$ 733,079	15%
FVPSA Emergency Preparedness & Response	\$ 129,695	\$ -	\$ -	\$ 19,454	\$ 149,149	3%
VOCA	\$ -	\$ 411,266	\$ -	\$ 64,701	\$ 475,967	10%
VAWA (<i>Violence Against Women Act</i>) STOP Formula Grant	\$ -	\$ 43,478	\$ -	\$ 6,522	\$ 50,000	1%
LFUCG HUD Emergency Solutions Grant (<i>shelter</i>)	\$ -	\$ 49,620	\$ -	\$ -	\$ 49,620	1%
VAWA OVW Transitional Housing Grant	\$ -	\$ 157,743	\$ -	\$ 23,661	\$ 181,405	4%
VAWA OVW Justice for Families Program	\$ -	\$ 195,652	\$ -	\$ 29,348	\$ 225,000	5%
LFUCG COC HUD DVBI	\$ -	\$ 246,711	\$ -	\$ -	\$ 246,711	5%
LFUCG COC HUD DVBI (<i>Supportive Services Only</i>)	\$ -	\$ 42,377	\$ -	\$ -	\$ 42,377	1%
BRASS HUD DVBI Subcontract	\$ -	\$ 133,437	\$ -	\$ 20,015	\$ 153,452	3%
LFUCG Extended Social Resources (<i>shelter</i>)	\$ -	\$ -	\$ 190,000	\$ -	\$ 190,000	4%
LFUCG Extended Social Resources (<i>food/nutrition</i>)	\$ -	\$ -	\$ 40,000	\$ -	\$ 40,000	1%
LFUCG Extended Social Resources (<i>wellness/safety</i>)	\$ -	\$ -	\$ 39,000	\$ -	\$ 39,000	1%
LFUCG Office of Homelessness Prevention	\$ -	\$ -	\$ 24,178	\$ -	\$ 24,178	1%
United Way of Bluegrass	\$ -	\$ -	\$ -	\$ 30,000	\$ 30,000	1%
Heart of Kentucky United Way	\$ -	\$ -	\$ 15,000	\$ -	\$ 15,000	0%
Berea College Appalachian Fund	\$ -	\$ -	\$ 12,500	\$ -	\$ 12,500	0%
Flower & Products Sales	\$ -	\$ -	\$ 50,000	\$ -	\$ 50,000	1%
Fundraising & Donations	\$ -	\$ -	\$ 287,493	\$ 169,587	\$ 457,080	10%
CHFS Projected Carryover	\$ -	\$ -	\$ 67,826	\$ 10,174	\$ 78,000	2%
FY25 Expired Funding	\$ -	\$ -	\$ -	\$ -	\$ -	0%
DIRECT REVENUE	\$ 2,103,225	\$ 1,280,284	\$ 725,997	\$ 669,492	\$ 4,778,998	-
INDIRECT REVENUE APPLIED	\$ 315,484	\$ 144,247	\$ 209,761	\$ (669,492)	\$ -	-
TOTAL REVENUE	\$ 2,418,709	\$ 1,424,532	\$ 935,758	\$ -	\$ 4,778,998	100%

FY26 EXPENSES	DIRECT			INDIRECT	FY26 TOTAL \$ EXPENSES	FY26 TOTAL % EXPENSES
	CHFS	FEDERAL	LOCAL			
PERSONNEL						
Base salaries	\$ 1,292,385	\$ 627,668	\$ 473,134	\$ 272,957	\$ 2,666,144	56%
Cafeteria benefit	\$ 226,757	\$ 165,574	\$ 94,578	\$ 58,740	\$ 545,649	11%
Employer taxes	\$ 110,807	\$ 53,607	\$ 40,317	\$ 23,244	\$ 227,975	5%
Employee life insurance policy	\$ -	\$ -	\$ -	\$ 3,000	\$ 3,000	0%
Subtotal Personnel	\$ 1,629,948	\$ 846,849	\$ 608,029	\$ 357,942	\$ 3,442,769	72%
TRAVEL						
Staff mileage reimbursements	\$ 25,000	\$ -	\$ -	\$ -	\$ 25,000	1%
OVW grant-approved travel for required training	\$ -	\$ 6,000	\$ -	\$ -	\$ 6,000	0%
Subtotal Travel	\$ 25,000	\$ 6,000	\$ -	\$ -	\$ 31,000	1%
OPERATING						
Facilities	\$ 25,000	\$ 49,620	\$ -	\$ 10,000	\$ 84,620	2%
Utilities	\$ -	\$ -	\$ -	\$ 71,500	\$ 71,500	1%
Communication	\$ 12,500	\$ 12,500	\$ 13,500	\$ 45,500	\$ 84,000	2%
Programming	\$ 185,206	\$ 325,300	\$ 61,031	\$ 38,000	\$ 609,537	13%
Office Supplies	\$ 10,000	\$ -	\$ -	\$ 10,000	\$ 20,000	0%
Maintenance	\$ 60,664	\$ -	\$ 16,936	\$ 31,000	\$ 108,600	2%
Equipment	\$ 90,599	\$ -	\$ -	\$ -	\$ 90,599	2%
Training	\$ 3,500	\$ -	\$ 2,500	\$ 1,000	\$ 7,000	0%
Professional Fees	\$ 60,808	\$ 40,015	\$ 8,000	\$ 94,500	\$ 203,322	4%
Printing, Postage, Misc	\$ -	\$ -	\$ 16,000	\$ 10,050	\$ 26,050	1%
Subtotal Operating	\$ 448,277	\$ 427,435	\$ 117,967	\$ 311,550	\$ 1,305,229	27%
DIRECT EXPENSES	\$ 2,103,225	\$ 1,280,284	\$ 725,997	\$ 669,492	\$ 4,778,998	-
INDIRECT EXPENSES APPLIED	\$ 315,484	\$ 144,247	\$ 209,761	\$ (669,492)	\$ -	-
TOTAL EXPENSES	\$ 2,418,709	\$ 1,424,532	\$ 935,758	\$ -	\$ 4,778,998	100%

SUMMARY DATA	DIRECT			INDIRECT	TOTAL	% TOTAL
	CHFS	FEDERAL	LOCAL			
Revenue	\$ 2,418,709	\$ 1,424,532	\$ 935,758	\$ -	\$ 4,778,998	100%
Expenses	\$ 2,418,709	\$ 1,424,532	\$ 935,758	\$ -	\$ 4,778,998	100%
REVENUE - EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -	-

The FY26 annual operating budget was approved by vote of the Board of Directors during standard bimonthly meeting in May 2025.





Johnson Controls Fire Protection LP Quotation

To:
Green House 17
4400 Briar Hill Rd
LEXINGTON, KY 40516-9729

Project: Green House 17 Addressable Device Upgrade -
CPQ-467977
Johnson Controls Reference: 650467977
Proposal #: 1
Date: 09/09/2025
Page: 1 of 14

Johnson Controls is pleased to offer for your consideration this quotation for the above project

Scope of Work

SCOPE:

Name: Greenhouse 17 Addressable Upgrade
Address: 4400 Briar Hill Rd - Lexington
Contact: Mike Dreher
Phone:
E-Mail: mdreher@greenhouse17.org

Johnson Controls Fire Protection (JCFP) Contact: **Hunter Burlew 859-509-1836**

Scope:

Upgrade the existing 4008 zone panel with a 4007ES hybrid panel and upgrade the existing zone devices with addressable devices.

All initiation devices (smoke/heat/duct detectors, pull stations, sprinkler monitoring points) will be replaced with addressable devices that have the ability to be specifically named with room numbers or locations for easy troubleshooting or location during a fire event. All existing notification will remain in place as is.

Material list counts are based on inspection reports. Any devices found not listed on inspection reports will be additional.

All installation, programming and testing are included.

Any issues with existing circuits (troubles) are not included in this proposal.

COVID 19 and general "supply chain" issues have caused dramatic delays in material delivery time. No guarantees will be made on any material delivery time until manufacturing and supply chains are returned to normal. No liquified damages will be assessed to JCFP because of these delays.

This proposal is valid for 30 days only unless otherwise noted above. After 30 days, please have the proposal updated by your JCFP representative.

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America



Johnson Controls Fire Protection LP
973 Beasley Street, Suite 100
Lexington , KY 40505

This project may fall under progress billing terms with invoices being NET30. The total project may not be invoiced at one time and the customer may be invoiced for stored material and labor as that material is purchased or labor is applied to the job. This includes Design or CAD labor or programming and project management labor that may take place off site. The price shown is fully discounted and no additional discounts will be given.

Prevailing wage is not included unless otherwise noted above.

Price Adjustments. The pricing set forth in this Agreement is based on Johnson Controls' quoted scope of work and known site conditions ("Scope of Work"). If the Customer requests additional work beyond that set forth in the Scope of Work, the price will be increased accordingly. Prices for products covered may also be adjusted by Johnson Controls to reflect any increase in Johnson Controls' cost of raw materials (e.g., steel, aluminum) incurred after issuance of Johnson Controls' applicable proposal or quotation. Pricing for Equipment and material covered by this Agreement does not include any amounts for changes in taxes, tariffs, duties or other similar charges imposed and/or enacted by a government.

We are submitting this bid subject to our being able to work out a mutually satisfactory definitive agreement as to the parties obligations under the Specifications. Our submission of the bid is based upon the assumption that if we are the successful bidder, then such a mutually satisfactory, definitive agreement between the parties will be entered into. In the event that you are not agreeable to the acceptance of this bid pursuant to the conditions set forth above and below, or, if we are awarded the bid but are unable to negotiate a mutually satisfactory definitive agreement with you, then our bid will be deemed null and void and the same shall be withdrawn from consideration by you without penalty.

Delays, Costs and Extensions of Time.

JCFP's time for performance of the Work shall be extended for such reasonable time as JCFP is delayed due to causes reasonably beyond JCFP's control, whether such causes are foreseeable or unforeseeable, including pandemics such as coronavirus (provisionally named SARS-CoV-2, with its disease being named COVID-19) including, without limitation, labor, parts or equipment shortages. To the extent JCFP or its subcontractors expend additional time or costs related to conditions or events set forth in this provision, including without limitation, expedited shipping, hazard pay associated with site conditions, additional PPE requirements, additional time associated with complying with social distancing or hygiene requirements, or additional access restrictions, the Contract Sum shall be equitably adjusted.

Thank you,

Hunter Burlew
Johnson Controls Fire Protection
Phone:859-509-1836
Fax:859-294-0922
Hunter.burlew@jci.com

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America



QTY	MODEL NUMBER	DESCRIPTION
1	4007-9101	4007ES HYBRID FACP, RED
1	4007-9806	SDACT MODULE
2	4606-9205	4007ES COLOR LCD ANNUN, PLAT
2	2081-9274	BATTERY 10AH
40	4098-9714	PHOTO SENSOR
46	4098-9792	SENSOR BASE
10	4099-9004	STATION-LED, SA ADDR
5	4098-9756	DUCT SENSOR HOUSING-4-WIRE
5	4098-9856	"SAMPLING TUBE 49"', PLASTIC"
1	2975-9462	4602-9205 SURFACE BOX PLATINUM
6	4098-9733	HEAT SENSOR
5	4090-9001	SUPERVISED IAM
1	4090-9002	RELAY IAM
QTY	MODEL NUMBER	DESCRIPTION
	PM LAB	PROJECT/CONSTRUCTION MGMT
	COMM LAB	COMMISSIONING LABOR
	INST LAB	INSTALLATION LABOR

Total net selling price, FOB shipping point, \$22,806.71

To the extent applicable, Johnson Controls has included an estimate only for all state and local sales tax for this quote. The actual sales tax due will be calculated and billed upon issuance of an invoice, unless a valid exemption and/or resale certificate is received by Johnson Controls. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

Payment Options:

Johnson Controls Capital Funding Solutions

Offering flexible solutions for your business needs! Allows for payment over time for products and installation costs with no down payment requirement. We offer a fast turnaround time with a simple web-based application and closing process.

For more information on JC Capital funding solutions, please forward this proposal along with any questions to your sales representative.



IMPORTANT NOTICE TO CUSTOMER

This Agreement is contingent on credit approval, which may be checked at JCI's discretion and requires final approval of a JCI authorized manager before any equipment/ services may be provided. Should credit and/or approval be declined, this Agreement will be terminated and JCI's only obligation to customer will be to notify Customer of such termination and refund any amounts paid in advance.

For Customers located in Canada, this Fire Domain Sale and Installation Agreement has been drawn up and executed in English at the request of and with the full concurrence of Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

CUSTOMER ACCEPTANCE:

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Proposal and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized by the parties in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values set forth below. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and Johnson Controls will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. The remaining portion of the total price will be progress billed through completion of the work. Johnson Controls progress based billing can also include any services performed on-site or off-site. All invoices will be delivered via Email(), paid via Electronic Funds Transfer and are due Net 30 from the date of invoice. Electronic Funds Transfer details will be provided upon contract execution. The proposed total price is contingent upon Customer agreeing to these payment and invoicing terms.

Planned Monthly Progress Billing Schedule of Values		
Item #	Description	%
1	Deposit	50%
2	Mobilization	10%
3	Engineering	TBD*
4	Material	TBD*
5	Installation	TBD*
6	Commissioning	TBD*

*To be mutually agreed upon in writing at a later date



This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: NO: This signed contract satisfies requirement
 YES: Please reference this PO Number: _____

Deposit Invoice accepted (%):

No

Yes



<p>Offered By:</p> <p>Johnson Controls Fire Protection LP</p> <p>973 Beasley Street, Suite 100</p> <p>Lexington , KY 40505</p> <p>Telephone:</p> <p>Representative: _____</p> <p>Email: hunter.burlew@jci.com</p>	<p>Accepted By: (Customer)</p> <p>Company: _____</p> <p>Address: _____</p> <p>Signature: _____</p> <p>Title: _____</p> <p>Date: _____</p>
---	---

FROM

Caballero's Painting, LLC
108 Rolling Hills
Danville, KY 40422
(805) 329-8055 (859) 583-5457



QUOTE

Customer: Name, Address, Phone, & Email

GreenHouse17
4400 Briar Hill
Lexington, KY 40516
dwilloughby@greenhouse17.org

Estimate #: 0105

Estimate Date: 09/03/2025

Due Date: _____

QTY	Description	Unit Price	Amount
	Prep and paint the shelter's walls, frames, ceilings, etc.		55,000
	This is based on 18,000 sqft of area that will be prepped and painted.		
	We propose to furnish all paint, materials, equipment, and labor required to complete the work listed above.		

Subtotal	\$55,000.00
Sales Tax (6%)	
Total	\$55,000.00

Terms and Conditons

You have until date: _____ to "Accept or Reject" this estimate.
All checks are to payable to : Caballero's Painting, LLC
Thank you for your business!



WINNER'S CIRCLE PAINTING

PROPOSAL

ATTN: Diane Willoughby
TO: Green House 17

PROJECT: Green House 17
LOCATION:

DATE: 10/9/2024

We propose to furnish all materials, equipment, and labor, subject to any exclusions listed below, required to complete the following:

- | | |
|---|--------------------|
| 1. Office Repaints | \$7,150.00 |
| <i>Description of Services:</i>
Caulk and spackle walls as needed.
Lightly sand walls and finish with 1 coat of paint
Spot prime hollow metal frames and repaint

This includes work in 17 office spaces | |
| 2. Common Areas | \$29,700.00 |
| <i>Description of Services:</i>
This is based on 18,000 sqft of area that will be prepped and painted.
Includes minor drywall works and painting 1 coat of finish on the walls. | |
| 3. Resident Units | \$4,375.00 |
| <i>Description of Services:</i>
Prep and paint walls and door frames in 11 resident rooms | |
| 4. Resident Four Plex Units | \$2,595.00 |
| <i>Description of Services:</i>
Prep and paint walls and frames in 4 units | |
| 5. ADA Bathrooms | \$675.00 |
| <i>Description of Services:</i>
Prep and paint walls, frames and ceilings in 2 bathrooms. | |

Winners Circle Painting · 121 Dewey Drive · Nicholasville, KY 40356

Total Proposal Value: \$44,495.00

The above price is valid for 30 days. Winners Circle Painting agrees that they will enter into a standard AIA subcontract with General Contractor, and that basic provisions such as insurance and W-9 shall be in place prior to start.

Contractor: Paul Carter 10/9/2024
Winners Circle Painting Date

ACCEPTANCE OF PROPOSAL: The above prices, scope, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work specified.

ACCEPTED BY: _____

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 27th day of January, 1998, by and between the COMMONWEALTH OF KENTUCKY, acting by and through John P. McCarty, Secretary of the Finance and Administration Cabinet for the use and benefit of the Cabinet for Families and Children, hereinafter called the "Lessor," and the MARY G. COPELAND FOUNDATION, INC., hereinafter called the "Lessee."

W I T N E S S E T H:

WHEREAS, the Lessor has a statutory obligation to provide protective services for the children of Kentucky who are neglected, abused or dependent; and,

WHEREAS, the Lessor has through contractual arrangements with private agencies met its statutory obligation to provide such protective services in the past and intends to do so in the future; and,

WHEREAS, the Lessee has previously through a contractual relationship with the Commonwealth of Kentucky heretofore provided services to such children and is willing to do so in the future; and,

WHEREAS, the Lessee has the ability to provide additional and expanded services to such children.

NOW, THEREFORE, for and in consideration of the foregoing premises and in further consideration of the covenants, terms and conditions hereinafter set forth, the Lessor hereby leases, lets and demises unto the Lessee the following described real property, with improvements thereon, located in Fayette County, Kentucky, to wit:

Being all that tract or parcel of land lying on the south side of Briar Hill Road between the Cleveland Road and the Bryan Station Road in Lexington, Fayette County, Kentucky, and being more particularly bounded and described as follows, to wit:

Beginning at P.K. nail found in the center line of Briar Hill Road, said nail being N 82° 14' 57" E 527.26 feet from the found RR spike marking the Vanmeter line and being corner to the Jerry and Beverly Johnson property, thence with the centerline of Briar Hill Road N 82° 34' 24" E 865.23 feet to a P.K. nail found and S 89° 08' 01" E 178.81 feet to a

P.K. nail found at the Briar Hill properties line; thence leaving the Briar Hill Road and running with the Briar Hill properties line S 05° 22' 00" W 437.71 feet to a steel pin found at the Quantro Partner, L.T.D. corner; thence continuing with Quantro partners, L.T.D. property S 00° 46' 31" E 1392.31 feet to a fence post, a corner to Vanmeter; thence with Vanmeter N 84° 18' 24" W 825.71 feet to an aluminum monument set at a corner to Jerry and Beverly Johnson, thence with Jerry and Beverly Johnson, for six calls; N 10° 57' 41" W 177.26 feet to an aluminum monument set; N 18° 33' 35" W 531.19 feet to an aluminum monument set; N 24° 00' 40" W 335.64 feet to an aluminum monument set; N 04° 39' 54" E 271.97 feet to an aluminum monument set; N 33° 20' 33" E 187.01 feet to an iron pin set; and N 05° 27' 41" E 225.97 feet to the point of beginning and containing 40.25 acres of land.

It is hereby acknowledged by the parties that the leased premises are improved with two, class DPOLE Morton prefabricated metal structures, consisting of a wooden frame with anodized metal panels for sides and a roof. There is a slab foundation under the apartment in the first barn and under the office and feed storage area in the second barn, more particularly described as follows:

Barn 1 - 30' x 105' containing 10 stalls, plus two tack areas. The stalls are of varying size and configurations, but are essentially set up to average 10' x 10' and are an adaptation of portable stalls consisting of plywood panels on the bottom half and chain link fencing on the top.

This barn also contains a two-bedroom apartment with one bath and a great room located in the front portion. Like the rest of the barn, the finish is low cost and it is in average condition. It does have a heat pump to provide central HVAC.

Barn 2 - Consisting of varying dimensions, contains 8 stalls, an open wash bay, a hay-feed storage area with slab floor and an office.

TERMS AND CONDITIONS

1. The initial lease term shall be for a period of ninety-nine (99) years commencing on January 16, 1998, and ending on January 15, 2097; provided, however, that this Lease Agreement may be renewed for an additional ten (10) year term upon the written mutual agreement of the parties to this Agreement, provided that the Lessee utilizes the said property to provide child care services for dependent, abused, or neglected children (budget bill limited use of the property). Either party to this Lease may cancel this Lease by giving ninety (90) days written notice calculated from the date of mailing of notice. Termination under this paragraph shall not be considered effective until the last day of the month in which the notice period ends.

2. The Lessee shall construct, at its sole expense, on the subject premises a building to meet the needs of the Lessee. Upon construction of any buildings upon the premises by the Lessee, the Lessee shall be responsible for maintaining insurance thereon, furnishing same, interior decoration of same, and the custodianship, maintenance and repair of same. The Lessee additionally will install all necessary equipment for the operation of said building; and all items purchased with the Lessee's funds, including building systems and attachments to the real property, will remain the Lessee's property upon termination of this Lease. The buildings to be constructed upon said premises shall, upon the termination of this Lease, become the property of the Lessor.

3. The Lessee shall be entitled to quiet, peaceable and uninterrupted possession of the property for and during the lease term established by paragraph 1, conditioned upon the Lessee's performing and abiding by all terms and conditions herein.

4. In further consideration of this Lease Agreement, the Lessee agrees to pay for the cost of running electrical, water and sewer lines to the aforementioned building, plus the costs incurred as a result of having electrical, water and sewer service metered separately in the Lessee's own name. The Lessee also agrees that it shall be responsible for all costs incurred in site preparation and landscaping.

5. The Lessee agrees that the leased premises shall be used for those purposes and organizations ancillary to the assistance and furtherance of the Lessee's mission as established under paragraph 1; however, the Lessee may sublease any part of the demised premises for agricultural purposes without further approval of the Cabinet for Families and Children and the Finance and Administration Cabinet.

6. The Lessee shall pay all taxes and assessments levied federal, state, county, city or any other taxing authorities against the leased premises.

7. The Lessee shall be responsible for paying all utility charges incurred in connection with its occupancy of the leased premises, including electricity, natural or propane gas, water, sanitary sewer, telephone, cable television service, and any other utility services necessary for operation of the leased premises, and for maintenance and repair of the heating and air conditioning systems, roof structure(s), carpet and other floor finishes, ceilings, partitioning and wall finishes, and glass reglazing or replacement, and groundskeeping.

8. It is understood and agreed by the parties that as a part of the consideration given by the Lessee for leasing the subject property, all permanent improvements and/or additions to the property shall become the sole property of the Lessor upon termination of this Lease for any reason. Upon the expiration or termination of this Lease Agreement, all of the Lessee's equipment and inventory, excluding fixtures and inventory belonging to the Lessee, shall be removed from the lease premises at its expense prior to such expiration or termination.

9. The Lessee shall maintain the property in good repair and shall, at the expiration of the Lease Agreement, return the premises in as good an order and condition as received, normal wear, tear and acts of God excepted.

10. The Lessor, by its officers, employees or agents, shall have the right to enter upon the leased premises for the purpose of inspecting same at all reasonable times during the term of this Lease.

11. The Lessee agrees to indemnify and hold harmless the Lessor from any and all claims, demands, damages, actions, costs and charges, including attorneys' fees, to which the Lessor may be subject, or which the Lessor may have to pay by reason of injury to any person or property or loss of life on the property resulting from or in any way connected with the character, condition or use of the leased premises or any means of ingress thereto or egress therefrom, unless such injury or loss arises directly from the negligence of the Lessor, any of its departments or agencies or any of their officers, agents or employees, while acting within the scope of their employment. The Lessee further agrees to procure and maintain a policy of liability insurance in amounts of no less than Five Hundred Thousand Dollars (\$500,000.00) for any one individual in any one claim, and an aggregate of One Million Dollars (\$1,000,000.00) for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, and One Hundred Thousand Dollars (\$100,000.00) for property damage suffered or alleged to have been suffered by any person or persons resulting from the operations conducted on the leased premises. The Lessee shall be responsible for supplying the Lessor with proof of such insurance within ten (10) days of the execution of this Lease.

The Lessee shall also, at its sole expense, keep insured during the term hereof and any extension thereof, the buildings, structures, and improvements on the above-described premises, against loss or damage by fire, lightning, windstorm, or other casualty, in an amount not less than one hundred percent (100%) of the replacement value thereof.

The Lessee shall be responsible for furnishing annually to the Cabinet for Families and Children a copy of the certificate of renewal for each insurance policy provided pursuant to the first and second paragraphs of this paragraph 11.

The insurance policies purchased under the first and second paragraphs of this paragraph 11 shall name the Lessor as an additional insured, and shall also provide that said policy will not be subject to cancellation, termination, or change until after sixty (60) days' prior written notice to the Lessor.

12. The Lessee shall keep any and all buildings, structures, and other improvements located on the leased premises (interior and exterior) and all equipment and personal property within said buildings and structure in good repair, and shall not suffer or permit any waste to be committed or anything to be done on the leased premises that would constitute a nuisance.

The Lessee shall also be responsible for all trash and garbage removal from the leased premises and for providing and paying for all custodial services which are required to keep the entire leased premises in a clean and sanitary condition.

The Lessee shall do those acts as necessary to: (i) maintain the property in a reasonably attractive, clean, efficient, and safe condition; (ii) prolong the useful life of the property; and (iii) cause the property to be in conformity with all federal, state and local regulatory standards. All damages or destruction by accident, fire, flood, hail, wind, or other casualty, not resulting from the negligence of the Lessee, shall be excepted from the provision of this section.

13. If at any time during the period in which this Agreement is in effect, the Lessee defaults on any obligation incurred hereunder, then this Agreement shall be subject to termination by the Lessor, with no right of recourse remaining in the Lessee. All rights and benefits herein conferred shall be deemed forfeited, and the Lessee shall quietly surrender possession of the leased premises to the Lessor; provided, however, that before any termination shall occur under this paragraph, the Lessee shall be given written notice and be allowed thirty (30) days in which to cure such default or noncompliance. If said default or noncompliance is cured within the above time period, then this Agreement shall remain in full force and effect.

14. The Lessee shall comply with all standards set by the State Fire Marshal's Office and those standards of the Kentucky Occupation Safety and Health Standards Board, only as they relate to the Lessee's facilities.

15. It is agreed by the parties to this Lease Agreement that all prior negotiations have been merged into this Agreement, which may not be modified, altered or amended, except by an "Amendment to Lease Agreement" signed by all parties to this Lease.

16. The Lessee acknowledges that this Lease Agreement is subject to all easements and restrictions as to use of said property, whether recorded or unrecorded, and agrees to abide by the terms of said easements and/or restrictions.

17. If any provision of this Lease Agreement be declared invalid or unenforceable, then the remainder of said Agreement shall continue in full force and effect.

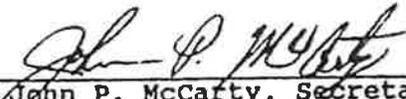
18. This Lease Agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which may be brought on the basis of this Agreement shall be filed in the courts of Franklin County, Kentucky.

IN TESTIMONY WHEREOF, the parties hereto have subscribed their names the day and year first above written.

LESSOR:

COMMONWEALTH OF KENTUCKY

BY


John P. McCarty, Secretary
Finance and Administration Cabinet

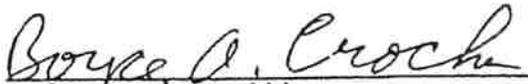
LESSEE:

MARY G. COPELAND FOUNDATION, INC.

BY


Genie A. Hart
President

APPROVED AS TO FORM & LEGALITY:


Andy Crocker, Attorney
Legal and Legislative Services

I, Donald W Blevins, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.



By: Marcia DERR, dc

199802180145

February 18, 1998

11:07:32 AM

Fees \$17.00

Tax \$0.00

Total Paid \$17.00

THIS IS THE LAST PAGE OF THE DOCUMENT

8 Pages

31

38

CONSENT TO SUBLEASE
CLR- 1190 - FAYETTE COUNTY

This Consent to Sublease is entered into and effective as of July 1, 2005, by and among (i) the Bellewood Presbyterian Home for Children, Inc., a Kentucky non-profit corporation ("Bellewood"); (ii) Bluegrass Domestic Violence Program, Inc., whose address is P.O. Box 1685, Lexington, Kentucky, 40588 ("Bluegrass"); and (iii) the Commonwealth of Kentucky, acting by and through Robbie Rudolph, Jr., Secretary of the Finance and Administration Cabinet, for the use and benefit of the Cabinet for Health and Family Services, hereinafter referred to as the "Commonwealth" or the "Lessor".

WITNESSETH:

WHEREAS, Bellewood is the lessee and the Lessor is the lessor of certain property described in Exhibit A attached hereto and made a part hereof ("the Property"), under that certain Lease Agreement, made and entered into on January 27, 1998, originally by and between the Lessor and the James H Akin Foundation for Kids, Inc. ("Akin"), and amended by the First Amendment to Lease Agreement, dated May 12, 1999, by and between the Lessor and Akin and later assigned by Akin to Bellewood pursuant to the certain Assignment of Lease dated February 21, 2000 and consented to by Lessor pursuant to that certain Consent to Assignment dated February 15, 2000 (as later assigned to Bellewood and amended, the "Lease") a copy of which is attached hereto as Exhibit B; and,

WHEREAS, Bellewood and Bluegrass desire to enter into that certain Sublease Agreement (the "Sublease"), a copy of which has been delivered to the Lessor, pursuant to which Bellewood would sublet to Bluegrass the Property described in the Lease, subject to the consent of the Lessor thereto.

NOW, THEREFORE, the parties hereby agree as follows:

1. CONSENT. Lessor hereby (i) consents to the Sublease between Bellewood and Bluegrass, and agrees that Bellewood and Bluegrass may enter into same, and (ii) further consents to the assignment of the leasehold interest from Bellewood to Bluegrass as provided in, and subject to the terms of, the Sublease, including the payment of the described amounts from Bluegrass to Bellewood. .
2. ACCEPTANCE AND ASSUMPTION. In consideration of the foregoing assignment, Bluegrass hereby accepts the Sublease from Bellewood and expressly assumes and agrees to become responsible for all the terms, covenants, conditions, and obligations under the Sublease and the Lease which accrue from and after the date hereof (exclusive of any obligations arising under the Lease as a result of any breach, default or failure of Bellewood to perform any obligations required to be performed by Bellewood prior to the date hereof), including the obligations of the lessee under the Lease if Bluegrass obtains an assignment of the leasehold interest from Bellewood.
3. AMENDMENT. The parties hereto hereby agree to amend the Lease to allow the permitted use by the lessee thereunder to be as follows: "to provide services to dependent, abused or neglected adults and children".
4. BINDING EFFECT. This Agreement shall be binding upon, and inure to the benefit of, Lessor, Bellewood and Bluegrass and their respective successors and assigns.

Except as specifically provided herein, the aforesaid Lease Agreement of January 27, 1998, as amended, shall remain in full force and effect and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this assignment and amendment on the day and year above written.

BELLEWOOD:

BELLEWOOD PRESBYTERIAN HOME
FOR CHILDREN, INC.

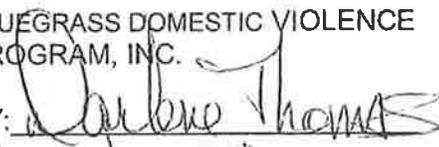
BY: 

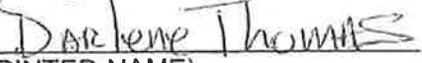
LESSOR:
RECOMMENDED AND CONSENTS:

BY: 
CABINET FOR HEALTH AND FAMILY
SERVICES

BLUEGRASS:

BLUEGRASS DOMESTIC VIOLENCE
PROGRAM, INC.

BY: 


(PRINTED NAME)

COMMONWEALTH OF KENTUCKY:

BY: 
ROBBIE RUDOLPH JR.
SECRETARY
FINANCE & ADMINISTRATION CABINET

DATE: 7/8/05

EXAMINED:


PATRICK MCGEE
, ASSISTANT GENERAL COUNSEL
OFFICE OF LEGAL SERVICES FOR
FINANCE & ADMINISTRATION CABINET

APPROVED:


ERNIE FLETCHER
GOVERNOR

DATE: _____

COUNSEL TO GOVERNOR:

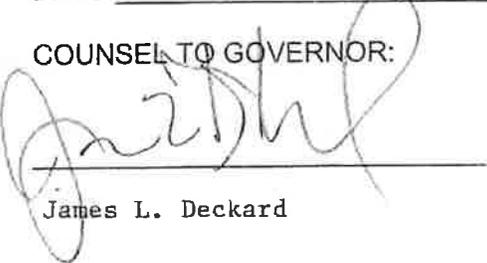

James L. Deckard

Exhibit A

Property

1. Lease on Briar Hill Property described as:

Being all that tract or parcel of land lying on the south side of Briar Hill Road between the Cleveland Road and the Bryan Station Road in Lexington, Fayette County, Kentucky, and being more particularly bounded and described as follows, to wit:

Beginning at P.K. nail found in the center line of Briar Hill Road, said nail being N 82° 14' 57" E 527.26 feet from the found RR spike marking the Vanmeter line and being a corner to the Jerry and Beverly Johnson property, thence with the centerline of Briar Hill Road N 82° 34' 24" E 865.23 feet to a P.K. nail found and S 89° 08' 01" E 178.81 feet to a P.K. nail found at the Briar Hill properties line; thence leaving the Briar Hill Road and running with the Briar Hill properties line S 05° 22' 00" W 437.71 feet to a steel pin found at the Quantro Partner, L.T.D. corner; thence continuing with Quantro partners, L.T.D. property S 00° 46' 31" E 1392.31 feet to a fence post, a corner to Vanmeter; thence with Vanmeter N 84° 18' 24" W 825.71 feet to an aluminum monument set at a corner to Jerry and Beverly Johnson, thence with Jerry and Beverly Johnson, for six calls; N 10° 57' 41" W 177.26 feet to an aluminum monument set; N 18° 33' 35" W 531.19 feet to an aluminum monument set; N 24° 00' 46" W 335.64 feet to an aluminum monument set; N 04° 39' 54" E 271.97 feet to an aluminum monument set; N 33° 20' 33" E 187.01 feet to an iron pin set; and N 05° 27' 41" E 225.97 feet to the point of beginning and containing 40.25 acres of land.

It is hereby acknowledged by the parties that the leased premises are improved with two, class DPOLE Morton prefabricated metal structures, consisting of a wooden frame with anodized metal panels for sides and a roof. There is a slab foundation under the apartment in the first barn and under the office and feed storage area in the second barn, more particularly described as follows:

Barn 1 — 30' x 105' containing 10 stalls, plus two tack areas. The stalls are of varying size and configurations, but are essentially set up to average 10' x 10' and are an adaptation of portable stalls consisting of plywood panels on the bottom half and chain link fencing on the top.

This barn also contains a two-bedroom apartment with one bath and a great room located in the front portion. Like the rest of the barn, the finish is low cost and it is in average condition. It does have a heat pump to provide central HVAC.

Barn 2 — Consisting of varying dimensions, contains 8 stalls, an open wash bay, a hay feed storage area with slab floor and an office.

Exhibit B

Lease

LOU:538168.1

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the "Amendment"), made and entered into this 12 day of May, 1999, by and between the **COMMONWEALTH OF KENTUCKY**, acting by and through the Finance & Administration Cabinet for the use and benefit of the Cabinet for Families and Children (the "Lessor"), and the **MARY G. COPELAND FOUNDATION, INC.** (the "Lessee").

WITNESSETH:

WHEREAS, the Lessor and Lessee entered into a Lease Agreement on January 27, 1998, under the terms of which the Lessor leased and demised unto the Lessee, Lessor's real property (the "Demised Premises") located on Briar Hill Road between the Cleveland Road and the Bryan Station Road, in Lexington, Fayette County, Kentucky, which real property was more particularly described in the Lease Agreement, for the purposes of erecting a facility to provide services for dependent, abused or neglected children (the "Restricted Use"), the use of the Demised Premises being so restricted by certain language contained in the Budget Bill enacted by the General Assembly in 1996; and

WHEREAS, in order for the Lessee to construct this facility on the Demised Premises to provide the Restricted Use services so as to carry out the mandate of the Commonwealth of Kentucky to provide for abused, neglected or dependent children, it has become necessary and desirable for Lessee to secure a loan(s) for the purpose of financing this construction (the "Loan"); and

WHEREAS, in order to induce a lender to make the Loan to the Lessee, it is necessary to amend the Lease Agreement; and

WHEREAS, the Lessor has determined that it is essential, in order to facilitate the ability of the Lessee to continue to provide the Restricted Use services to and for the benefit of the Lessor, that this First Amendment to Lease Agreement (the Lease Agreement and the First Amendment to Lease Agreement being hereinafter collectively referred to as the "Lease") be entered into by the Lessor and the Lessee:

NOW, THEREFORE, for and in consideration of the foregoing premises, the terms, conditions and covenants hereinafter set forth and for the public benefit to be realized for dependent, abused and neglected children, the Lessor and the Lessee agree as follows:

1. In paragraph no. 1 of the Lease Agreement under "Terms and Conditions," the language "Either party to this lease may cancel this lease by giving ninety (90) days written notice calculated from the date of mailing of notice.

Return To:
Frank L. Wilford, Esq.
Stoll Keenon & Park
207 E. Main St. Suite

[320] C:\Work\142\Porter\First Amendment to Lease

Termination under this paragraph shall not be considered effective until the last day of the month in which the notice period ends" is deleted, stricken therefrom and shall no longer be a part of the Lease Agreement.

2. Paragraph no. 5 under "Terms and Conditions" shall be amended to read as follows:

Except as otherwise provided in this Lease Agreement or any amendment thereto, the Lessee agrees that the Demised Premises shall be used for those purposes and organizations ancillary to the assistance and furtherance of the Lessee's mission as established under paragraph 1; however, the Lessee may sublease any part of the Demised Premises for agricultural purposes without further approval of the Cabinet for Families and Children and the Finance & Administration Cabinet.

3. Lessee's Right to Mortgage. Lessee and any assignee of the Lessee is hereby given the right by Lessor, in addition to any other rights herein granted, without Lessor's prior written consent, to mortgage its interest in the Lease or any part or parts thereof, under a leasehold mortgage(s) and to assign its interest under this Lease, or any part or parts thereof, as collateral security for such mortgage. Lessee shall notify Lessor in writing of the name and address of each such leasehold mortgagee.

4. Notice to Leasehold Mortgagee. After Lessor has received written notice of the existence of a mortgage of Lessee's interest, Lessor shall not declare any default under the Lease, or any amendments thereto or extensions thereof, or exercise any rights or remedies in the event of default with respect to the Demised Premises until Lessor shall have given written notice of the default to the leasehold mortgagee. The leasehold mortgagee shall have the same rights as Lessee with respect to cure or otherwise, except that the leasehold mortgagee shall be granted an additional grace period of thirty (30) days from the date of such notice in which to cure any default.

5. No Modifications, Amendments, etc. Upon conveyance by the Lessee of all or any part of Lessee's leasehold interest in the Demised Premises by mortgage, Lessor and Lessee covenant and agree (i) that the Lease shall not be amended, modified, extended, consolidated or restated without the prior written consent of the leasehold mortgagee, and (ii) that neither the Lease nor any part of the Lessee's interest in the Demised Premises shall be assigned or otherwise transferred without the prior written consent of the leasehold mortgagee.

6. Leasehold Mortgagee's Right to Assign. Lessor hereby acknowledges and agrees that upon the granting by the Lessee of a leasehold mortgage of the Lessee's interest in the Demised Premises, the leasehold mortgagee may succeed

to all of the rights and interests of the Lessee under the Lease in accordance with the terms and provisions of the leasehold mortgage and, in such event, does further acknowledge and agree that the leasehold mortgagee shall have the right to assign the Lease to a third party; provided, however, if the rights as set forth in this paragraph are exercised, the entity succeeding to the rights of the Lessee under the Lease will be subject to the Restricted Use for the Demised Premises. Any assignment as provided for herein must be in writing and a copy thereof mailed via registered or certified mail to the Lessor at the address provided herein and shall be subject to all applicable laws and regulations of the Commonwealth of Kentucky and to approval of the Lessor, acting by and through the Cabinet for Families and Children or its successor agency, which approval shall not be unreasonably withheld. Lessor, acting herein through the Finance and Administration Cabinet, makes no representation as to whether such approval might be granted, and shall have no responsibility for obtaining such approval.

7. Option to Purchase. Lessee is hereby granted an option (the "Option") to purchase the Demised Premises which Option may be exercised only under the conditions hereinafter set forth. The purchase price should the Option be exercised, shall be the current appraised value of the Demised Premises as it existed at the time of the acquisition thereof by the Lessor, without consideration for improvements made thereto by Lessee or others, but in no event shall the purchase price be less than the Lessor's acquisition cost of Three Hundred Thousand Dollars (\$300,000.00). The appraisal shall be performed by a qualified independent appraiser to be selected by the Lessee, or the leasehold mortgagee, if the Option has been assigned by Lessee as hereinafter provided, subject to the approval of the Lessor.

(a) The Option granted herein may be exercised only in the event of one or both of the following:

(i) A default by the Lessee under the terms of the Lease, which default has not been cured as provided for under the terms of the Lease. In such event, if the Lessee chooses to exercise the Option, then the Lessee shall do so by giving written notice of the exercise thereof to Lessor within thirty (30) days of the expiration of the final period for cure as provided for under the terms of the Lease.

(ii) Should the Lessee be in default under the terms of any leasehold mortgage, or the note secured thereby, then the Lessee may exercise the Option. In the event that the Lessee chooses to exercise the Option, the Lessee shall do so by giving written notice of the exercise thereof to Lessor.

(b) Should the Option granted herein be exercised, and the Demised Premises, and all improvements thereon and additions thereto, be sold by the Lessor to Lessee or any mortgagee or assignee of Lessee, the Restricted Use shall become null and void, and the sale of the Demised Premises, and all

improvements thereon and additions thereto, shall be free and clear of the Restricted Use.

(c) Notwithstanding the foregoing provisions, upon receipt by Lessor of the written notice of exercise of the Option as therein provided, Lessor shall have the right, but not the obligation, within thirty (30) days from the date of receipt of such notice to pay all sums due and owing by Lessee to the leasehold mortgagee under the terms of any leasehold mortgage against the interests of the Lessee in the Demised Premises and the note secured thereby; and should the Lessor satisfy the entire indebtedness owed by the Lessee to the holder of the leasehold mortgage as provided herein, then the exercise of the Option shall be null and void and of no effect.

8. Assignment of Option.

(a) The Option granted herein may be assigned by the Lessee, with the consent of the Lessor, which consent shall not be unreasonably withheld, to the holder of any leasehold mortgage conveyed by the Lessee pursuant to the terms of the Lease. Provided, that if the Lessee shall assign the Option, then Lessor shall be given notice in writing of such assignment within thirty (30) days of such assignment identifying the entity to which assignment was made.

(b) If the Option is assigned as provided in (a) above, and the right to exercise the Option is triggered by the occurrence of the event specified in paragraph 7(a)(ii), then the assignee of the Option (the "Option Assignee") may proceed either to:

(i) Assign the Lease as provided in paragraph 6, and in such event retain the right to exercise the Option so long as the Option Assignee has a valid and enforceable leasehold mortgage; or

(ii) Exercise the Option by giving written notice of such intent as provided herein.

9. Determination as to Surplus Property. Upon exercise of the Option by Lessor, or any assignee, as provided for herein, then in accordance with KRS 45A.045(4) and KRS 56.463, the Secretary of the Finance & Administration Cabinet shall, within thirty (30) days of receipt of notice that the Option has been exercised, execute an official order (the "Order") declaring that the Demised Premises are surplus to the needs of the Commonwealth and authorizing and approving the conveyance of the Demised Premises, free and clear of the Restricted Use, upon the terms and conditions of the Lease. The Order shall be substantially in the form of the proposed order which is attached hereto as Exhibit "A". Exhibit "A" is for illustrative purposes only, and is not represented by Lessor to be in force.

10. Notices. All notices pursuant to the Lease shall be in writing and shall be given by depositing said notice in the United States Certified or Registered mails, return receipt requested, addressed to the parties hereto, at the addresses set forth in this paragraph, or to such other addresses as may hereafter be specified by notice in writing given in the same manner by any party or parties. All notices given in the manner prescribed by this paragraph shall be properly served:

Notice to Lessor: Division of Real Properties
Attn: Nancy Brownlee
403 Wapping Street
Frankfort, Kentucky 40601

Notice to Lessee: Mary G. Copeland Foundation, Inc.
Gene Hart, President
165 Jefferson Street
Lexington, Kentucky 40555

11. Estoppel Certificate. Lessor hereby agrees to execute, acknowledge and deliver at the request of Lessee or any mortgagee, a certificate certifying (i) that the Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease is in full force and effect, as modified, and stating the modifications); (ii) the dates, if any, to which rent under the Lease has been paid; and (iii) whether or not to the knowledge of the Lessor there is then any uncured breach under the Lease (and, if so, specifying the same).

12. Memorandum of Lease. Lessor or Lessee, upon the request of either party, shall execute a Memorandum of Lease in a form approved for recording by the laws of the Commonwealth of Kentucky. Either party at its sole cost shall be entitled to record the Memorandum of Lease.

IN WITNESS WHEREOF, the parties have executed this instrument by their duly authorized officials and/or representatives as of the day and date first above written.

LESSOR:

COMMONWEALTH OF KENTUCKY

BY: _____

Secretary

Finance & Administration Cabinet

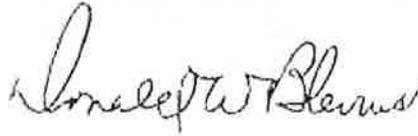
COMMONWEALTH OF KENTUCKY)
) SCT.
COUNTY OF FAYETTE)

I, the undersigned, certify that the foregoing First Amendment to Lease Agreement was produced before me and duly acknowledged and sworn to by Genie A. Hart, as President of the Mary G. Copeland Foundation, Inc., this 12 day of may, 1999.

My commission expires: August 8, 2002

George D. Smith
Notary Public, Kentucky
State at Large

I, Donald W Blevins, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.



By: Doug BRADLEY, dc

199905120330

May 12, 1999

15:56:37 PM

Fees \$20.00

Tax \$0.00

Total Paid \$20.00

THIS IS THE LAST PAGE OF THE DOCUMENT

8 Pages

253

CONSENT TO ASSIGNMENT

THIS CONSENT TO ASSIGNMENT ("Consent") is entered into and effective as of February 15, 2000, by and between COMMONWEALTH OF KENTUCKY acting by and through the Finance & Administration Cabinet for the use and benefit of the Cabinet for Families and Children ("Lessor"), THE MARY G. COPELAND FOUNDATION, INC. ("Assignor"), and BELLEWOOD PRESBYTERIAN HOME FOR CHILDREN, INC. ("Assignee").

RECITALS:

A. WHEREAS, Assignor is the lessee and Lessor is the lessor of certain property described on Exhibit A attached hereto (the "Property"), under that certain Lease Agreement, made and entered into on January 27, 1998, by and between the Lessor and Assignor and amended by the First Amendment to Lease Agreement, dated May 12, 1999, by and between the Lessor and Assignor (as amended, the "Lease") a copy of which is attached hereto as Exhibit B;

B. WHEREAS, Assignor and Assignee have, as of the date first written above, entered into that certain Assignment of Lease (the "Assignment") pursuant to which the Lease is to be assigned by Assignor to Assignee; and

C. WHEREAS, Assignee is assuming the obligations of Assignor under the Lease arising on and after February 15, 2000 (the "Effective Date") subject to the terms of the Assignment.

AGREEMENT:

NOW, THEREFORE, the parties hereby agree as follows:

1. **DEFINITION OF TERMS.** Lessor hereby consents to assignment of the Lease to Assignee, and the term Lessee or Tenant as used in the Lease shall be deemed to refer to the Assignee and its successors and assigns.

2. **REPRESENTATIONS.** Lessor hereby represents that: (a) it is the owner of the Property and has not transferred its interest in the Property or the Lease to any other party; (b) attached hereto as Exhibit B is a true and correct copy of the Lease, which constitute the only agreements between Lessor and Assignor with respect to the Property; (c) the Lease is in full force and effect; and (d) Assignor is not presently in default under any provision of the Lease and there has been no act or omission which would, with notice or the passage of time, constitute a default under the Lease and the assignment will not, in and of itself, constitute a default under the Lease.

3. **ASSUMPTION.** The Assignee hereby assumes, agrees to be bound by, and undertakes to perform each and every one of the terms, covenants and conditions contained in the Lease arising after the Effective Date. Lessor hereby agrees to recognize and acknowledge Assignee as the lessee under the Lease and agrees that Assignee has all the rights and privileges of the Lessee or Tenant under the Lease.

4. COUNTERPARTS. This Consent may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Consent and all of which, when taken together, shall be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have entered into this Consent as of the date first written above.

APPROVED AS TO
FORM & LEGALITY
Loren Sevell
ATTORNEY
FINANCE & ADMINISTRATION CABINET

COMMONWEALTH OF KENTUCKY, acting
by and through the Finance & Administra-
tion Cabinet for the use and benefit of the
Cabinet for Families and Children

By: *John P. McCreary*
Title: *Secretary, Finance Cabinet*
("Lessor")

MARY G. COPELAND FOUNDATION, INC.

By: *Leslie A. Hart*
Title: *President*
("Assignor")

BELLEWOOD PRESBYTERIAN HOME FOR
CHILDREN, INC.

By: *Greg Matthews*
Title: *President / CEO*
("Assignee")

The foregoing instrument was prepared by:

Walter Ashley Hess

Walter Ashley Hess
GREENEBAUM DOLL & MCDONALD PLLC
3300 National City Tower
Louisville, KY 40202-3197
(502) 589-4200
(502) 587-3695

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF)

The foregoing instrument was acknowledged before me this 4th day of February, 2000, by John P. McCarty, Secretary of the Finance & Administration Cabinet, on behalf of the Commonwealth of Kentucky.

My commission expires April 8, 2002.

Wicki M. VanHoose

Notary Public

(Seal)

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this 21st day of February, 2000, by Genie Hart, President of Mary G. Copeland Foundation, Inc., a Kentucky nonprofit corporation for and on behalf of said nonprofit corporation.

My commission expires 5-10-00.

(Seal)

Rebbi Barber
Notary Public

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 7th day of February, 2000, by Greg Mathews, President of Bellewood Presbyterian Home for Children, Inc., a Kentucky nonprofit corporation for and on behalf of said nonprofit corporation.

My commission expires 3-26-00.

(Seal)

Rebbi Barber
Notary Public

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE is entered into and effective as of February 21, 2000, by and between the **JAMES H. AKIN FOUNDATION FOR KIDS, INC. F/K/A THE MARY G. COPELAND FOUNDATION, INC.**, a Kentucky non-profit corporation ("Assignor"), and **BELLEWOOD PRESBYTERIAN HOME FOR CHILDREN, INC.**, a Kentucky non-profit corporation ("Assignee").

RECITALS:

A. WHEREAS, Assignor is the lessee and the Commonwealth of Kentucky acting by and through the Finance & Administration Cabinet for the use and benefit of the Cabinet for Families and Children ("Lessor") is the lessor of certain property described on Exhibit A attached hereto (the "Property"), under that certain Lease Agreement, made and entered into on January 27, 1998, by and between the Lessor and Assignor, and amended by the First Amendment to Lease Agreement, dated May 12, 1999, by and between the Lessor and Assignor (as amended, the "Lease") a copy of which is attached hereto as Exhibit B.

B. WHEREAS, Lessor, Assignor and Assignee have, as of the date first written above, entered into that certain Consent to Assignment ("Consent") pursuant to which the Lessor consents to the assignment of the Lease by Assignor to Assignee; and

C. WHEREAS, Assignee is assuming the obligations of Assignor under the Lease arising on and after February 15, 2000 (the "Effective Date") subject to the terms of this Assignment.

AGREEMENT:

NOW, THEREFORE, the parties hereby agree as follows:

1. ASSIGNMENT. Assignor, in consideration of the sum of Ten Thousand Dollars (\$10,000) cash in hand paid and other good and valuable consideration paid by Assignee, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, CONVEY, ASSIGN, TRANSFER, BARGAIN and SET OVER, absolutely and unconditionally, unto Assignee, its successors and assigns, all of Assignor's right, title, interest and estate in, under and to the Lease and Assignor's entire leasehold estate under the Lease, together with all rights of Assignor to recoup any advance or minimum royalties paid under the Lease, and all issues, profits, payments and other amounts with respect thereto, all of Assignor's improvements on and to its leasehold under the Lease, all revenue and income accruing thereunder, and all rights, titles, options and privileges conferred thereby.

2. ACCEPTANCE AND ASSUMPTION. In consideration of the foregoing assignment, Assignee hereby accepts the Lease from Assignor and expressly assumes and agrees to become responsible for all the terms, covenants, conditions and obligations under the Lease which accrue from and after the date hereof (exclusive of any obligations arising under the Lease as a result of any breach, default or failure of the Assignor to perform any obligations required to be performed by Assignor prior to the date hereof), and Assignee assumes no other obligations of Assignor of any kind or nature whatsoever.

date hereof), and Assignee assumes no other obligations of Assignor of any kind or nature whatsoever.

3. REPRESENTATIONS. Assignor hereby represents and warrants unto Assignee that: (a) Assignor is the lessee under the Lease and has not previously assigned, sublet or encumbered any of its rights or obligations thereunder nor permitted by any other possession of the Property as of the date hereof; (b) Assignor has performed no act or executed any instrument which might prevent Assignee from enjoying and exercising any of the rights of lessee under any of the Lease; (c) true and correct copies of the Lease and all amendments thereto are attached as Exhibit B hereto and Assignor has not executed, granted or agreed to (in writing or orally) any modifications or extensions whatsoever of the Lease (except as noted in Exhibit A hereto); (d) Assignor has obtained and attached hereto as Exhibit C all consents from the Lessor as are necessary to assign and transfer the Lease to the Assignee; (e) the Lease is in full force and effect; and (f) there are no defaults on the part of Assignor or any other party under the Lease now existing, and no event has occurred and no condition exists which, with the passage of time or the giving of notice, or both, would constitute such a default on the part of Assignor or any other party under the Lease.

4. BINDING EFFECT. The representations, covenants and warranties contained herein shall be binding upon, and inure to the benefit of, Assignor and Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have entered into this Assignment of Lease as of the date first written above.

**JAMES H. AKIN FOUNDATION FOR KIDS, INC. F/K/A
THE MARY G. COPELAND FOUNDATION, INC.**

By: Genie A. Hart, President

Genie A. Hart, President
("Assignor")

**BELLEWOOD PRESBYTERIAN HOME FOR CHILDREN,
INC.**

By: Greg Matthews

Greg Matthews, President
("Assignee")

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this 21st day of February, 2000, by Genie Hart, President of the James H. Akin Foundation for Kids, Inc. f/k/a The Mary G. Copeland Foundation, Inc., a Kentucky nonprofit corporation, for and on behalf of said nonprofit corporation.

My commission expires 5-10-00

(Seal)

Robin Rankin
Notary Public

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 21st day of February, 2000, by Greg Mathews, President of Bellewood Presbyterian Home for Children, Inc., a Kentucky nonprofit corporation, for and on behalf of said nonprofit corporation.

My commission expires 3/21/02

(Seal)

Greg Mathews
Notary Public

The foregoing instrument was prepared by:

Walter Ashley Hess, Esq.
Walter Ashley Hess, Esq.
GREENEBAUM DOLL & MCDONALD PLLC
3300 National City Tower
101 South Fifth Street
Louisville, KY 40202-3197
(502) 589-4200

SECOND AMENDMENT TO LEASE

This **SECOND AMENDMENT TO LEASE** (this "Amendment") is entered into as of the 8 day of June 2009, by and between the Commonwealth of Kentucky, acting by and through the Finance and Administration Cabinet for the use and benefit of the Cabinet for Families and Children ("Lessor") and Bluegrass Domestic Violence Program, Inc. ("Lessee").

RECITALS:

A. The JAMES H. AKIN FOUNDATION FOR KIDS, INC. F/K/A THE MARY G. COPELAND FOUNDATION, INC, a Kentucky non-profit corporation ("Original Lessee"), entered into a ninety-nine (99) year lease (the "Lease") on the property described on Exhibit A attached hereto (the "Property") with Lessor pursuant to a Lease dated January 27, 1998, a copy of which is recorded in Lease Book 1962, Page 31 in the Fayette County Clerk's Office, and amended by the First Amendment to Lease Agreement, dated May 12, 1999, by and between the Lessor and Original Lessee, and recorded at Deed Book 2051, Page 260 in the aforementioned office.

B. The Lease, was assigned to BELLEWOOD PRESBYTERIAN HOME FOR CHILDREN, INC., a Kentucky non-profit corporation, by Assignment of Lease dated as of February 21, 2000 and recorded at Deed Book 2112, Page 645 in the aforementioned office, which was consented to by the Commonwealth of Kentucky pursuant to a Consent to Assignment dated as of February 15, 2000.

C. The Lease was further assigned to Lessee by Assignment of Lease dated March 31, 2008 and recorded in Deed Book 2804, Page 231 in the aforementioned office, which Assignment was consented to by the Commonwealth of Kentucky pursuant to a Consent to Assignment dated March 31, 2008.

D. The Federal Home Loan Bank of Cincinnati desires to make a grant to Lessee which requires that the Lease be amended to include certain restrictions concerning the use and disposition of the Property.

WHEREAS, Lessor and Lessee desire to amend certain terms and provisions of the Lease pursuant to the terms hereof.

NOW, THEREFORE, for and in consideration of the foregoing premises and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby amend the Lease as follows:

1. **Defined Terms.** Defined terms used herein shall have the same meanings as set forth in the Lease unless otherwise provided herein.

2. **Amendment.** The Lease is hereby amended to add this new Section 19:

19. As a condition and in consideration of receipt of below market rate loan funds from the Federal Home Loan Bank of Cincinnati's Affordable Housing Program, Lessor ("Project Owner"), for itself and all successors to the Property, agrees that:

- (i) The Property's Briar Hill Acquisition rental units (the "Project), or applicable portion thereof, must remain occupied by and affordable for households with incomes at or below 60% average monthly income for a period of fifteen (15) years ("Retention Period") from the date of the recording of this deed.
- (ii) Federal Home Loan Bank of Cincinnati, whose mailing address is P.O. Box 598; Cincinnati, OH 45201-0598, is to be given notice of any sale, refinancing, or change in ownership of the Project occurring prior to the end of the Retention Period;
- (iii) In the case of a sale or refinancing of the Project prior to the end of the Retention Period, the full amount of the interest rate subsidy received by the Project Owner, base upon the pro rata portion of the interest rate subsidy imputed to the subsidized advance during the period the Project Owner owned the Project prior to the sale or refinancing, shall be repaid to The Federal Home Loan Bank of Cincinnati, unless the Project continues to be subject to a deed restriction or other legally enforceable retention agreement or mechanism, incorporating the income-eligibility and affordability restrictions committed to in the AHP application (as stated above) for the duration of the Retention Period; and
- (iv) The income-eligibility and affordability restrictions applicable to this Project terminate after any foreclosure.

3. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of Kentucky.

4. **Successors and Assigns.** This Amendment shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

5. **Counterparts.** This Amendment may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same Amendment. In addition, properly executed, authorized signatures may be transmitted via facsimile and upon receipt shall constitute an original signature.

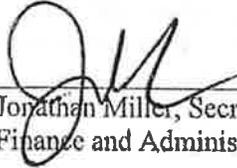
6. **Full Force and Effect.** Except as herein modified and amended, the terms and conditions of the Lease are hereby ratified and confirmed, and shall remain in full force and effect. As to any inconsistencies between the terms of this Amendment and the terms of the Lease, the terms of this Amendment shall govern and prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above but actually on the dates set forth below.

LESSOR:

COMMONWEALTH OF KENTUCKY

By and through the Finance and Administration Cabinet
on behalf of the Cabinet for Health and Family Services:



Jonathan Miller, Secretary
Finance and Administration Cabinet

LESSEE:

Bluegrass Domestic Violence Program, Inc:



Darlene B. Thomas, Executive Director

Approved as to form and legality:


Patrick McGee, Attorney
Finance and Administration Cabinet

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FRANKLIN)

I, the undersigned, certify that the foregoing Lease Agreement was produced before me in my said County and State and duly acknowledged and sworn to me by Jonathan Miller, Secretary of the Finance and Administration Cabinet, on behalf of the Cabinet, on this 10th day of June, 2009.

Sara Brooks

Notary Public, State-at-Large

My Commission expires: 12-31-2012

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

I, the undersigned, certify that the foregoing Lease Agreement was produced before me in my said County and State and duly acknowledged and sworn to me by Darlene B. Thomas, Executive Director of the Bluegrass Domestic Violence Program, Inc., on this 8 day of June, 2009.

[Signature]

Notary Public, State-at-Large

My Commission expires: 8/30/2010

The foregoing lease agreement is hereby approved:

[Signature]

Steven L. Beshear, Governor
Commonwealth of Kentucky

Approved as to form and legality:

Mike Alexander

Michael T. Alexander
Counsel to the Governor

This instrument prepared by:



Patrick W. McGee, Attorney
Finance and Administration Cabinet
Office of Legal Services
Room 392, Capitol Annex
Frankfort, Kentucky 40601
(502) 564-6660

Darlene Thomas

From: Marjorie Stanek
Sent: Tuesday, September 29, 2009 4:44 PM
To: Darlene Thomas
Subject: Language for the Deed

The following language should be used to replace #2 in the Second Amendment to Lease:

As a condition and in consideration of receipt of direct subsidy funds from the Federal Home Loan Bank of Cincinnati's Affordable Housing Program, the Project Owner, for itself and all successors to the property, agrees that:

- (i) Twelve of the Briar Hill Facility's ("Project's") rental units, must remain occupied by and affordable for households with incomes at or below 60% of Area Median Income for a period of fifteen (15) years, ("Retention Period") from the date of the recording of this deed and that Twenty of the project's rental units must remain occupied and affordable for households with incomes at or below 50% of the Area Median Income for the same fifteen (15) year retention period ;
- (ii) The Federal Home Loan Bank of Cincinnati, whose mailing address is P.O. Box 598; Cincinnati, OH 45201-0598, is to be given notice of any sale, refinancing, or change in ownership of the Project occurring prior to the end of the Retention Period;
- (iii) In the case of a sale or refinancing of the Project prior to the end of the Retention Period, an amount equal to the full amount of the direct subsidy shall be repaid to The Federal Home Loan Bank of Cincinnati, unless the Project continues to be subject to a deed restriction or other legally enforceable retention agreement or mechanism incorporating the income-eligibility and affordability restrictions committed to in the AHP application (as stated above) for the duration of the Retention Period; and
- (iv) The income-eligibility and affordability restrictions applicable to the Project terminate after any foreclosure.

Marjorie L. Stanek
Development Specialist
Bluegrass Domestic Violence Program
P.O. Box 55190
Lexington, Kentucky 40555
(859) 519-1904-DIRECT LINE
(859) 519-1938-FAX
(800) 544-2022-CRISIS LINE
marjorie.stanek@bdvp.org



SECOND AMENDMENT TO LEASE

This **SECOND AMENDMENT TO LEASE** (this "Amendment") is entered into as of the 8 day of June 2009, by and between the Commonwealth of Kentucky, acting by and through the Finance and Administration Cabinet for the use and benefit of the Cabinet for Families and Children ("Lessor") and Bluegrass Domestic Violence Program, Inc. ("Lessee").

RECITALS:

A. The JAMES H. AKIN FOUNDATION FOR KIDS, INC. F/K/A THE MARY G. COPELAND FOUNDATION, INC, a Kentucky non-profit corporation ("Original Lessee"), entered into a ninety-nine (99) year lease (the "Lease") on the property described on Exhibit A attached hereto (the "Property") with Lessor pursuant to a Lease dated January 27, 1998, a copy of which is recorded in Lease Book 1962, Page 31 in the Fayette County Clerk's Office, and amended by the First Amendment to Lease Agreement, dated May 12, 1999, by and between the Lessor and Original Lessee, and recorded at Deed Book 2051, Page 260 in the aforementioned office.

B. The Lease, was assigned to BELLEWOOD PRESBYTERIAN HOME FOR CHILDREN, INC., a Kentucky non-profit corporation, by Assignment of Lease dated as of February 21, 2000 and recorded at Deed Book 2112, Page 645 in the aforementioned office, which was consented to by the Commonwealth of Kentucky pursuant to a Consent to Assignment dated as of February 15, 2000.

C. The Lease was further assigned to Lessee by Assignment of Lease dated March 31, 2008 and recorded in Deed Book 2804, Page 231 in the aforementioned office, which Assignment was consented to by the Commonwealth of Kentucky pursuant to a Consent to Assignment dated March 31, 2008.

D. The Federal Home Loan Bank of Cincinnati desires to make a grant to Lessee which requires that the Lease be amended to include certain restrictions concerning the use and disposition of the Property.

WHEREAS, Lessor and Lessee desire to amend certain terms and provisions of the Lease pursuant to the terms hereof.

NOW, THEREFORE, for and in consideration of the foregoing premises and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby amend the Lease as follows:

1. **Defined Terms.** Defined terms used herein shall have the same meanings as set forth in the Lease unless otherwise provided herein.

This instrument prepared by:



Patrick W. McGee, Attorney
Finance and Administration Cabinet
Office of Legal Services
Room 392, Capitol Annex
Frankfort, Kentucky 40601
(502) 564-6660

CONSENT TO SUBLEASE
CLR- 1190 - FAYETTE COUNTY

JUL 27 12 58 PM '05

RECORDED

This Consent to Sublease is entered into and effective as of July 1, 2005, by and among (i) the Bellewood Presbyterian Home for Children, Inc., a Kentucky non-profit corporation ("Bellewood"); (ii) Bluegrass Domestic Violence Program, Inc., whose address is P.O. Box 1685, Lexington, Kentucky, 40588 ("Bluegrass"); and (iii) the Commonwealth of Kentucky, acting by and through Robbie Rudolph, Jr., Secretary of the Finance and Administration Cabinet, for the use and benefit of the Cabinet for Health and Family Services, hereinafter referred to as the "Commonwealth" or the "Lessor".

WITNESSETH:

WHEREAS, Bellewood is the lessee and the Lessor is the lessor of certain property described in Exhibit A attached hereto and made a part hereof ("the Property"), under that certain Lease Agreement, made and entered into on January 27, 1998, originally by and between the Lessor and the James H Akin Foundation for Kids, Inc. ("Akin"), and amended by the First Amendment to Lease Agreement, dated May 12, 1999, by and between the Lessor and Akin and later assigned by Akin to Bellewood pursuant to the certain Assignment of Lease dated February 21, 2000 and consented to by Lessor pursuant to that certain Consent to Assignment dated February 15, 2000 (as later assigned to Bellewood and amended, the "Lease") a copy of which is attached hereto as Exhibit B; and,

WHEREAS, Bellewood and Bluegrass desire to enter into that certain Sublease Agreement (the "Sublease"), a copy of which has been delivered to the Lessor, pursuant to which Bellewood would sublet to Bluegrass the Property described in the Lease, subject to the consent of the Lessor thereto.

NOW, THEREFORE, the parties hereby agree as follows:

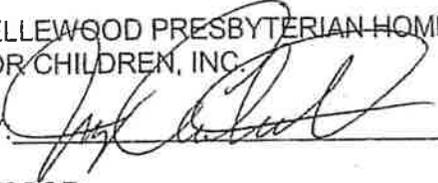
1. CONSENT. Lessor hereby (i) consents to the Sublease between Bellewood and Bluegrass, and agrees that Bellewood and Bluegrass may enter into same, and (ii) further consents to the assignment of the leasehold interest from Bellewood to Bluegrass as provided in, and subject to the terms of, the Sublease, including the payment of the described amounts from Bluegrass to Bellewood. .
2. ACCEPTANCE AND ASSUMPTION. In consideration of the foregoing assignment, Bluegrass hereby accepts the Sublease from Bellewood and expressly assumes and agrees to become responsible for all the terms, covenants, conditions, and obligations under the Sublease and the Lease which accrue from and after the date hereof (exclusive of any obligations arising under the Lease as a result of any breach, default or failure of Bellewood to perform any obligations required to be performed by Bellewood prior to the date hereof), including the obligations of the lessee under the Lease if Bluegrass obtains an assignment of the leasehold interest from Bellewood.
3. AMENDMENT. The parties hereto hereby agree to amend the Lease to allow the permitted use by the lessee thereunder to be as follows: "to provide services to dependent, abused or neglected adults and children".
4. BINDING EFFECT. This Agreement shall be binding upon, and inure to the benefit of, Lessor, Bellewood and Bluegrass and their respective successors and assigns.

Except as specifically provided herein, the aforesaid Lease Agreement of January 27, 1998, as amended, shall remain in full force and effect and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this assignment and amendment on the day and year above written.

BELLEWOOD:

BELLEWOOD PRESBYTERIAN HOME
FOR CHILDREN, INC.

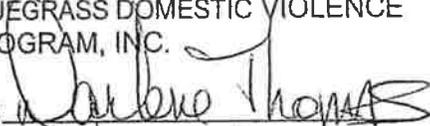
BY: 

LESSOR:
RECOMMENDED AND CONSENTS:

BY: 
CABINET FOR HEALTH AND FAMILY
SERVICES

BLUEGRASS:

BLUEGRASS DOMESTIC VIOLENCE
PROGRAM, INC.

BY: 

Darlene Thomas
(PRINTED NAME)

COMMONWEALTH OF KENTUCKY:

BY: 
ROBBIE RUDOLPH, JR.
SECRETARY
FINANCE & ADMINISTRATION CABINET

DATE: 7/8/05

EXAMINED:

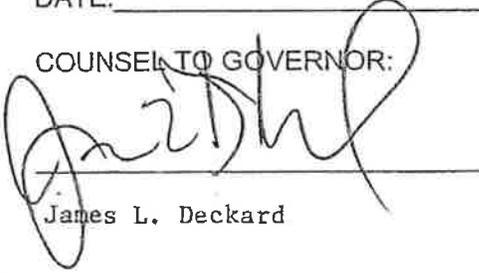

PATRICK MCGEE
, ASSISTANT GENERAL COUNSEL
OFFICE OF LEGAL SERVICES FOR
FINANCE & ADMINISTRATION CABINET

APPROVED:


ERNIE FLETCHER
GOVERNOR

DATE: _____

COUNSEL TO GOVERNOR:


James L. Deckard

AMENDED SECOND AMENDMENT TO LEASE

This **SECOND AMENDMENT TO LEASE** (this "Amendment") is entered into as of the ___ day of _____, 2009, by and between the Commonwealth of Kentucky, acting by and through the Finance and Administration Cabinet for the use and benefit of the Cabinet for Families and Children ("Lessor") and Bluegrass Domestic Violence Program, Inc. ("Lessee").

1400 Briar Hill Road Lexington, Kentucky 40516

RECITALS:

A. The JAMES H. AKIN FOUNDATION FOR KIDS, INC. F/K/A THE MARY G. COPELAND FOUNDATION, INC, a Kentucky non-profit corporation ("Original Lessee"), entered into a ninety-nine (99) year lease (the "Lease") on the property described on Exhibit A attached hereto (the "Property") with Lessor pursuant to a Lease dated January 27, 1998, a copy of which is recorded in Lease Book 1962, Page 31 in the Fayette County Clerk's Office, and amended by the First Amendment to Lease Agreement, dated May 12, 1999, by and between the Lessor and Original Lessee, and recorded at Deed Book 2051, Page 260 in the aforementioned office.

B. The Lease, was assigned to BELLEWOOD PRESBYTERIAN HOME FOR CHILDREN, INC., a Kentucky non-profit corporation, by Assignment of Lease dated as of February 21, 2000 and recorded at Deed Book 2112, Page 645 in the aforementioned office, which was consented to by the Commonwealth of Kentucky pursuant to a Consent to Assignment dated as of February 15, 2000.

C. The Lease was further assigned to Lessee by Assignment of Lease dated March 31, 2008 and recorded in Deed Book 2804, Page 231 in the aforementioned office, which Assignment was consented to by the Commonwealth of Kentucky pursuant to a Consent to Assignment dated March 31, 2008.

D. The Federal Home Loan Bank of Cincinnati desires to make a grant to Lessee which requires that the Lease be amended to include certain restrictions concerning the use and disposition of the Property.

WHEREAS, Lessor and Lessee desire to amend certain terms and provisions of the Lease pursuant to the terms hereof.

NOW, THEREFORE, for and in consideration of the foregoing premises and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby amend the Lease as follows:

1. **Defined Terms.** Defined terms used herein shall have the same meaning as set forth in the Lease unless otherwise provided herein.

2. **Amendment.** The Lease is hereby amended to add this new Section 19:

CLERK'S NOTE:
Quality of book pages &
scanned images reflects
original document presented

Hold For
MARJORIE STAVEL

- (i) As a condition and in consideration of receipt of direct subsidy funds from the Federal Home Loan Bank of Cincinnati's Affordable Housing Program, the Project Owner, for itself and all successors to the property, agrees that:
- (ii) Twelve of the Briar Hill Facility's ("Project's") rental units, must remain occupied by and affordable for households with incomes at or below 60% of Area Median Income for a period of fifteen (15) years, ("Retention Period") from the date of the recording of this deed and that Twenty of the project's rental units must remain occupied and affordable for households with incomes at or below 50% of the Area Median Income for the same fifteen (15) year retention period ;
- (iii) The Federal Home Loan Bank of Cincinnati, whose mailing address is P.O. Box 598; Cincinnati, OH 45201-0598, is to be given notice of any sale, refinancing, or change in ownership of the Project occurring prior to the end of the Retention Period;
- (iv) In the case of a sale or refinancing of the Project prior to the end of the Retention Period, an amount equal to the full amount of the direct subsidy shall be repaid to The Federal Home Loan Bank of Cincinnati, unless the Project continues to be subject to a deed restriction or other legally enforceable retention agreement or mechanism incorporating the income-eligibility and affordability restrictions committed to in the AHP application (as stated above) for the duration of the Retention Period; and
- (v) The income-eligibility and affordability restrictions applicable to the Project terminate after any foreclosure.

3. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of Kentucky.

4. **Successors and Assigns.** This Amendment shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

5. **Counterparts.** This Amendment may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same Amendment. In addition, properly executed, authorized signatures may be transmitted via facsimile and upon receipt shall constitute an original signature.

6. **Full Force and Effect.** Except as herein modified and amended, the terms and conditions of the Lease are hereby ratified and confirmed, and shall remain in full force and effect. As to any inconsistencies between the terms of this Amendment and the terms of the Lease, the terms of this Amendment shall govern and prevail.

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FRANKLIN)

I, the undersigned, certify that the foregoing Lease Agreement was produced before me in my said County and State and duly acknowledged and sworn to me by Darlene B. Thomas, Executive Director of the Bluegrass Domestic Violence Program, Inc., on this 29 day of October 2009.

Samantha Butler
Notary Public, State-at-Large
MY COMMISSION EXPIRES 03/28/2011



My Commission expires: _____

The foregoing lease agreement is hereby approved:

Steven L. Beshear
Steven L. Beshear, Governor
Commonwealth of Kentucky

Approved as to form and legality:

Mike Alexander
Michael T. Alexander
Counsel to the Governor

This instrument prepared by:

Patrick W. McGee
Patrick W. McGee, Attorney
Finance and Administration Cabinet
Office of Legal Services
Room 392, Capitol Annex
Frankfort, Kentucky 40601
(502) 564-6660