Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Docket

Tuesday, December 2, 2025

3:00 PM

Packet

Council Chamber

Urban County Council Work Session

I. Public Comment - Issues on Agenda

II. Requested Rezonings/ Docket Approval

III. Approval of Summary

a **1144-25** Table of Motions: Council Work Session, November 18, 2025

Attachments: TOM 111825

IV. Budget Amendments

V. Budget Adjustments - For Information Only

VI. New Business

VII. Communications From the Mayor - Appointments

VIII. Communications From the Mayor - Donations

IX. Communications From the Mayor - Procurements

X. Continuing Business/ Presentations

a **1141-25** Neighborhood Development Funds, December 2, 2025

Attachments: NDF List 12.2.25

b **1142-25** Council Capital Funds, December 2, 2025

Attachments: Capital List 12.2.25

c **1145-25** Summary: Special General Government and Planning Committee, September 16, 2025

Attachments: 9.16.25 GGP Summary

d **1146-25** Summary: General Government and Planning Committee, September 9, 2025

Attachments: 9.9.25 GGP Summary

e **1147-25** Presentation: Website Redesign Retrospective

Attachments: webyearinreview

XI. Council Reports

XII. Public Comment - Issues Not on Agenda

XIII. Adjournment

Administrative Synopsis - New Business Items

a **1064-25** Authorization to enter into an agreement with Containerpros, LLC pursuant to Sourcewell contract 010825-WQI, for dumpster bin refurbishment services for Lexington's Loan-A-Box program. There are 43 10-yard dumpsters in need of refurbishment. At a cost of $12,822.74. Funds are budgeted. (L1064-25)(Baldon-Albright)

Attachments: BS Memo - LAB Refurbishing 2025 mcc
LFUCG Container Refurbishing modified mcc

b **1080-25** Authorization to enter into an agreement with the University of Kentucky and the Division of Fire and Emergency Services to continue the Wellness Coordinator/Athletic Trainer position for a period of one year (September 1, 2025-August 31, 2026). At a cost up to $100,000. Funds are budgeted. (L1080-25)(Wells/Armstrong)

Attachments: Wellness Coordinator blue sheet memo_2025
Wellness Coordinator Contract_092025

c **1081-25** Authorization to approve a purchase of service agreement with the Downtown Lexington Corporation d/b/a Downtown Lexington Partnership (DLP) to provide funding to conduct a Downtown Development Strategic Analysis and Overview for Lexington-Fayette Urban County Government. At a cost of $15,000. Funds are budgeted. (L1081-25)(Atkins)

Attachments: Downtown LExington Partnership Study Blue Sheet
Downtown Lexington Partnership PSA November 2025

d **1084-25** Authorization to execute Change Order No. 1 with Tetra Tech, Inc. (Reso. 649-2023), in the amount of $177,600 for Year 1 post-construction operations and maintenance services at the Haley Pike Landfill, increasing the contract price from $743,000 to $920,600. Budget amendment in process. (L1084-25) (Carey/Albright)

Attachments: bluesheet memo Tt HPLF CO1 Year 1 OandM
Change Order Form Signed3
Location Map

e **1097-25** Authorization to submit a revised loan application to the Kentucky Infrastructure Authority (KIA) to provide funding for the North Elkhorn Wet Weather Storage Tank Consent Decree Remedial Measures Project. The loan will increase from $8,698,370 to $20,000,000. No budgetary impact. (L1097-25)(Martin/Albright)

Attachments: KIA Loan Blue Sheet
NE_WWS_map
R-403-2025

f **1105-25** Authorization to execute a Purchase of Service Agreement, awarded pursuant to RFQ No. 34-2025, with Gresham Smith to develop the Main and Vine Streetscape Plantings & Amenities Redesign Plan at a cost of $116,750. Funds are budgeted. (L1105-25)(Peacher/Scott)

Attachments: 26 - Blue Sheet Memo Main+Vine Design
Main_Vine Study- Corridors 11.2025.2
BA 13966
Main_Vine_Scope and Fee_Final_V3 20251113
RFQ 34-2025 Submission_Gresham Smith
RFQ Pkg 34-2025
Gresham Smith Certificate of Insurance

g **1106-25** Authorization to accept additional grant funds from the Kentucky Cabinet for Health and Family Services (CHFS), Kentucky Department for Medicaid Services under the Kentucky Community Crisis Co-Response Grant Program in the amount of $125,000 to support the expansion of the Community Paramedicine Crisis Response program. The acceptance of which obligates $12,500 in local match. Budget amendment in process; grant match is budgeted. (L1106-25)(Wells/Armstrong)

Attachments: 26-Blue Sheet_KY CCCR Grant Add'l
FW_ Additional Funding
BA 14022 add'l funds
Copy of LFUCG KY CCCR Budget additional funding proposal revised

h **1109-25** Authorization to approve the First Addendum to the Evaluation Services Agreement with the University of Kentucky Research Foundation (UKRF). This addendum renews UKRF's role as the evaluator for the Community Paramedicine Overdose Outreach Lexington for an additional term from October 1, 2025, through September 30, 2026. No budgetary impact. (L1109-25) (Wells/Armstrong)

Attachments: UK research foundation addendum_2025
Addendum to LFUCG-UK CDAR Agreement_2025

i **1110-25** Authorization to amend the Purchase of Service Agreement (PSA), approved pursuant to R-638-2024, with New Life Day Center, Inc., to perform Litter Pickup Service with Panhandler Participation,

increasing the cost in the amount of $60,000, from $150,000 to $210,000. For additional litter pickup services and to cover rising operational costs. Funds are budgeted. (L1110-25)(Carey/Albright)

Attachments: bluesheet memo New Life Day Center PSA amendment
amendment to purchase of service agreement

j **1111-25** Authorization to execute a third amendment to the Subrecipient Agreement (Reso. 241-2023) with Legal Aid of the Bluegrass, increasing the funding by $95,305.99 by reallocating unspent grant funds within the project. Funds are budgeted. (L1111-25)(Lanter)

Attachments: Blue sheet memo Legal Aid Funding increase 11-20-2025
Legal Aid third amendment 11-20-2025
Legal Aid second amendment 03-26-2025
Legal Aid first amendment 12-20-2024
Legal aid ARPA 2021 Subrecipient Agreement 02-05-2024

k **1112-25** Authorization to execute a Professional Services Agreement with Blue Grass Community Foundation for the Be The Change Scholarship fund for Fiscal Year 2026, at a cost not to exceed $65,625. All costs are supported by grant funds from the Kenan Charitable Trust, a partner of Cities United. Funds are budgeted. (L1112-25)(Carama/Scott)

Attachments: 26 - Blue Sheet Memo BGCF Agreement
BGCF PSA Agreement for Mayor Signature

l **1115-25** Authorization to enter into a Naming Rights Agreement with Fifth Third Bank for the naming rights of the Pavilion at Henry A. Tandy Centennial Park; the initial agreement began in 2010. Fifth Third Bank agrees to pay $70,000 per year for a total of $210,000 for the naming rights to the pavilion. The term of this agreement shall be for a period of three (3) calendar years (2026, 2027 and 2028) commencing on the date of the execution of this Agreement. There are no extensions to this Agreement. (L1115-25)(Conrad/Ford)

Attachments: Bluesheet memo - Fifth Third Naming Rights Agreement - 11-20-25 - Signed
Fifth Third Naming Rights Agreement for the Pavilion at Henry A. Tandy Cente
Fifth Third Bank Pavilion Brand Style Guide DRAFT 071025
Fifth Third Assets and Marketing Opportunity 071125

m **1116-25** Authorization to execute Community Project Agreements with 6 Nonprofit Capital Grants (NCG) Program grantee agencies, pursuant to RFP #28-2025 Nonprofit Capital Grants - Facilities Improvements with Bluegrass Council of the Blind ($36,320), Bluegrass Care Navigators/Hospice of the Bluegrass ($70,000),

Greenhouse17 ($68,463), Lexington Children's Theatre ($70,000), the Nathanial Mission ($66,186), and the Urban League of Lexington Fayette County ($70,000). At a total cost of $380,969.00. Funds are budgeted. (L1116-25)(Maynard/Allen-Bryant)

Attachments:
1116-25 Bluesheet Memo NCG FY26-FY27 Facilities Agreements
BGCN 28-2025 NCG 26-27 CPA
BG Council of the Blind #28-2025 NCG 26-27 CPA
GH17 RFP #28-2025 NCG 26-27 CPA
Lex Childrens Theatre #28-2025 NCG 26-27 CPA
Nathaniel Mission NCG 26-27 CPA
Urban League #28-2025 NCG 26-27 CPA

n **1117-25** Authorization to execute Community Project Agreements with Nonprofit Capital Grants (NCG) Program with 8 grantee agencies, pursuant to RFP #29-2025 Nonprofit Capital Grants - Operational Investments with Bluegrass Care Navigators/Hospice of the Bluegrass ($30,000), Children's Advocacy of the Bluegrass ($21,684), God's Pantry Food Bank ($30,000), Independence Place ($29,201), Lexington Habitat for Humanity ($29,523), Moveable Feast ($29,000), New Beginnings Bluegrass ($30,000), and The Nest ($24,000). At a total cost of $223,408. Budget amendment in process. (L1117-25)(Maynard/Allen-Bryant)

Attachments:
1117-25 Bluesheet Memo NCG FY24-FY25 Operational Investments
BGCN 29-2025 NCG 26-27 CPA
CAC 29-2025 NCG 26-27 CPA
GPFB 29-2025 NCG 26-27 CPA
IPKY 29-2025 NCG 26-27 CPA
Lex Habitat 29-2025 NCG 26-27 CPA
Moveable Feast 29-2025 NCG 26-27 CPA
New Beginnings 29-2025 NCG 26-27 CPA
The Nest 29-2025 NCG 26-27 CPA

o **1122-25** Authorization to amend an agreement with the Drug Enforcement Administration (DEA) Program Funded State and Local Task Force (Reso. 669-2022), for the period of December 15, 2025 through September 30, 2026, to change the number of officers allowed to be assigned to the task force from one (1) officer to two (2) officers. No budgetary impact. (L1122-25)(Weathers/Armstrong)

Attachments:
Cover Memo - ADMENDMENT - Drug Enforcement Administration - Program
Program Funded State and Local Task Force Agreement-LPD.pdf
Resolution No. 669-2022.pdf

p **1123-25** Authorization to execute Change Order #8 with Haire Construction

LLC in the amount of $53,920.00 for Phoenix Park Reimagined Project Contract# 114-2024 / Bid# 20-2024, bringing the total contract amount to $3,440,966.91. For the fabrication and installation of fencing around the play feature and pedestrian fencing along Water St. Funds are budgeted. (L1123-25) (Conrad/Ford)

Attachments: Phoenix Park Reimagined Change Order 8 Memo
Phoenix Park Reimagined Change Order 8

q **1124-25** Authorization to execute an agreement with NewGen Strategies & Solutions, LLC. for a Collection Efficiency Study with Ordinance Review for LFUCG Division of Waste Management. This is a Houston-Galveston Area Cooperative contract. At a cost of $99,440. Funds are budgeted. (L1124-25)(Baldon/Albright)

Attachments: Efficiency Study - NewGen Bluesheet 11.20.2025
LFUCG NewGen Contract and Exhibit 2025

r **1125-25** Authorization to execute thirty-three amendments to existing loan documentation, affecting multi-year Consolidated Plan/Annual Action Plan HOME Investment Partnerships Program projects to adopt the annual Utility Allowance established by Lexington-Fayette Housing Authority instead of the U.S. Department of Housing Urban Development (HUD) Utility Schedule Model for easy transparency for partners HOME-assisted rental units, and authorizing the mayor to execute any other agreements or amendments for multi-year Consolidated Plan/Annual Action Plan HOME Investment Partnerships Program Projects related to the use of these funds. No budgetary impact. (L1125-25)(Reynolds/Lanter)

Attachments: 26 - Blue Sheet Memo HOME-assisted Projects
HOME Amendment No. 3 Ballard Apartments - FINAL
HOME CHDO Amendment No. 1 - 209-211 Eastern Ave and 434-436 Chesnu
HOME Amendment No. 1 Presbyterian Housing Corp - FINAL
HOME Amended Mortgage Lakeside (editing maturity date)
HOME Amended and Restated Mortgage Note Template (editing maturity dat

s **1127-25** Authorization to execute Change Order No. Two (2) to the Contract with L-M Asphalt Partners Ltd, d/b/a ATS Construction for the Salt Dome & Associated Improvements Old Frankfort Pike, Contract No. 058-2024, decreasing the Contract amount by $24,967.98, reducing the total Contract amount to $4,862,209.62. (L1127-25) (Albright)

Attachments: Bluesheet MEMO CO2 ATS Salt Dome.pdf
Contract CO2 ATS Salt Dome.pdf

t **1128-25** Authorization to accept a Memorandum of Understanding with the United States Postal Inspection Service for the addition of a part-time Task Force Officer US Postal Inspector position to enhance the Package Interdiction Team effort to combat illegal substances coming through the mail. No budgetary impact. (L1128-25)(Weathers/Armstrong)

Attachments: Cover Memo - Memorandum of Understanding - Memorandum of Understan
Memorandum of Understanding - United States Postal Inspection Service.pdf
USPIS BWC Policy.pdf

u **1131-25** Authorization to approve the Declaration of Covenants, Conditions, and Restrictions of Legacy Business Park, which provides for the proper use, development, and maintenance of each parcel within Legacy Business Park. No budgetary impact. (L1131-25) (BenczAtkins)

Attachments: bluesheet memo - LBP CC&Rs 20251118
11.19.25 (clean copy) Legacy Covenants and Restrictions

v **1132-25** Authorization to submit an application requesting $30,000 of federal funds and to accept the award if offered, from National PAL Mentoring Grant Program for Lexington Police Activities League in FY 2026. To support the operation of our youth programming by assisting with athletic equipment, registration fees, conference participation, staffing support, snacks, and other allowable program expenses. (L1132-25)(Weathers/Armstrong)

Attachments: 26 - Blue Sheet Memo National PAL Grant
2024 NPAL Mentoring Program Allowable vs Non-Allowable Costs

w **1133-25** Authorization to amend the classified civil service authorized strength by abolishing twelve (12) positions of Park Maintenance Supervisor, Grade 517N; creating twelve (12) positions of Park Maintenance Supervisor, Grade 518N; and transferring the incumbents, effective at the beginning of the first pay period upon passage of Council. This action will have a 12-month impact of $58,146.31. (L1133-25) (George/Hamilton)

Attachments: 26-0027
From to 26-0027

x **1134-25** Authorization to execute a Line Extension Agreement with Columbia Gas of Kentucky, Inc. for the installation of natural gas service for the Legacy Business Park project at a cost of $433,278.98 as a refundable deposit. Funds are budgeted. (L1134-25)(Bencz/Atkins)

Attachments: bluesheet memo - Legacy Business Park - Columbia Gas 20251118
LEA - Legacy Business Park

y **1135-25** Authorization to execute and submit the 2025 Continuum of Care Grant Application to the United States Dept. of Housing and Urban Development, to provide any additional information requested in connection with this Grant Application, which seeks up to $4,640,674 in Federal funds for the operation of programs by community nonprofit organizations to reduce homelessness in Lexington-Fayette County, and to accept an amount, up to $161,074, of the Grant funds, if the application is approved, for project planning expenses, the acceptance of which obligates LFUCG for the expenditure of an amount, up to $40,269, as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. (L1135-25)(Herron/Lanter)

Attachments: 25-Bluesheet Memo - HUD FY25 CoC Application

z **1139-25** Authorization to renew a clinical affiliation agreement with Baptist Health Lexington for five years on October 1, 2025 until September 30, 2030 to allow paramedic students to gain practical experience in a clinical setting as part of their curriculum. No budgetary impact. (L1139-25)(Wells/Armstrong)

Attachments: Clinical Affiliation Agreement with Baptist Health Lexington Blue Sheet Memo
Baptist Health Clinical Affiliation Agreement (contract) 112025

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1144-25

File ID:	1144-25	**Type:**	Summary	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	11/25/2025
File Name:	Table of Motions: Council Work Session, November 18, 2025			**Final Action:**	
Title:	Table of Motions: Council Work Session, November 18, 2025				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:	TOM 111825			**Enactment Number:**	
Deed #:				**Hearing Date:**	
Drafter:				**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 1144-25

Title

Table of Motions: Council Work Session, November 18, 2025

URBAN COUNTY COUNCIL
WORK SESSION
TABLE OF MOTIONS
November 18, 2025

Mayor Gorton called the meeting to order at 3:02 p.m. Council Members Wu, Brown, Ellinger II, Morton, Lynch, LeGris, Curtis, Sheehan, Higgins-Hord, Hale, Beasley, Baxter, Sevigny, Reynolds, and Boone were present.

Motion by Baxter to move the SPOKE award to the top of the November 18, 2025 Council Work Session Agenda. Seconded by Ellinger II. Motion passed without dissent.

I. Public Comment – Issues on Agenda

II. Requested Rezonings/Docket Approval

Mayor Gorton declared the Public Hearing for Urban Services open. There was no public comment. The hearing was declared closed.

Motion by Ellinger II to approve the November 18, 2025 Council Meeting Docket, as amended. Seconded by Reynolds. Motion passed without dissent.

Motion by Wu to place on the docket for the November 18, 2025 Council Meeting, a resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a First Amendment to Purchase of Service Agreement with the following Extended Social Resource Program agencies, authorizing additional funding for services related to food insecurity: Foodchain, Inc.; Glean Kentucky; God's Pantry Food Bank, Inc.; Greenhouse17; Lexington Pride Center; Moveable Feast Lexington, Inc.; and the Nathaniel Mission, at an additional cost not to exceed $208,025.00 in Fiscal Year 2026. Seconded by Curtis. Motion passed without dissent.

Motion by Wu to amend the Budget Amendment Request List on page 4 of the Work Session Packet to add a budget amendment to provide budget in the amount of $208,025 to ESR Program agencies for services related to food insecurity. Funds are available in the unallocated fund balance to fund these allocations. Seconded by Reynolds. Motion passed without dissent.

Motion by Reynolds to extend the deadline for encumbering Council Capital Project Funds presently required to be encumbered by December 31, 2025 to a new deadline of June 30, 2026. Seconded by Brown. Motion passed without dissent.

Motion by Brown to place on the docket for the November 18, 2025 Council Meeting, an Ordinance authorizing and approving the execution and delivery of a Tenth Supplemental Lease Agreement between the Lexington-Fayette Urban County Airport Board as the lessor and the Lexington-Fayette Urban County Government as the lessee in connection with the

issuance of the Lexington-Fayette Urban County Airport Board 2025 Series A (up to $25,000,000) and Series B (up to $40,000,000) Credit notes, for the purposes of providing interim financing for certain airport facilities at the Blue Grass Airport. Seconded by Sevigny. Motion passed without dissent.

Motion by Brown to place on the docket for the November 18, 2025 Council Meeting a Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement with Northern Kentucky Legal Aid Society, Inc. d/b/a Legal Aid of the Bluegrass to extend existing housing stability services through August 31, 2026, at a cost not to exceed $150,000.00, contingent upon approval of the necessary Budget amendments; and, that the Budget Amendment Request List on page 4 of the Work Session Packet be amended to add budget amendments to provide budget in the amount of $150,000.00 to Northern Kentucky Legal Aid Society, Inc. d/b/a Legal Aid of the Bluegrass for services related to housing stability. Seconded by Reynolds. Motion passed without dissent.

Motion by Higgins-Hord to place PLN-MAR-25-10 War Admiral Place, LLC, a petition to remove a conditional zoning restriction in a Commercial Center (B-6P) zone relating to the maximum gross building area limitation for 56.27 net (71.45 gross) acres, for property located at 2300-2350 Grey Lag Way, 2320 and 2344 Elkhorn Road, and 2200-2277 War Admiral Way, on the November 18, 2025 Council Meeting docket, without a public hearing. Seconded by Ellinger II. Motion passed without dissent.

III. Approval of Summary

Motion by Baxter to approve the October 21, 2025 Table of Motions. Seconded by Ellinger II. Motion passed without dissent.

IV. Budget Amendments

Motion by Wu to approve Budget Amendments, as amended. Seconded by Reynolds. Motion passed without dissent.

Motion by Brown to amend budget journal 159465 on page 5 of the Work Session packet to correct the Urban Fund amount for Accela Software to $13,041. Seconded by Curtis. Motion passed without dissent.

V. Budget Adjustments – For Information Only

VI. New Business

Motion by Baxter to approve New Business, as amended. Seconded by Wu. Motion passed without dissent.

Motion by Brown to amend new business item qq to read, “authorization to amend the classified and unclassified civil service authorized strength by updating job codes from 3-digits to 6-digits and adjusting the job titles and/or pay grades as summarized below, effective at

the beginning of the first pay period upon passage of Council. Abolish thirteen (13) positions of Municipal Engineer Sr., Grade **528E**; create thirteen (13) positions of Municipal Engineer, Grade **530E**; and transfer the incumbents. Abolish three (3) positions of Engineering Section Manager, Grade 530E; create three (3) positions of Engineering Section Manager, Sr., Grade 532E; and transfer the incumbents. Split forty-eight (48) job classifications with five hundred thirty-seven (537) positions into ninety-six (96) job classifications; increase the pay grades for thirty-one (31) job classifications; and transfer the incumbents. This action will have a 12-month impact of $324,385.00,". Seconded by Morton. Motion passed without dissent.

Motion by Sheehan to vote separately on the approval of new business item tt. Seconded by Curtis. Motion passed without dissent.

Motion by Sevigny to place new business item tt, which pertains to the new Government Center project, on the docket of the Thursday, November, 20, 2025, Council Meeting under First Reading of Ordinances. Seconded by Curtis. Motion passed 14 – 1 (Yes: Wu, Brown, Ellinger II, Morton, Lynch, LeGris, Curtis, Higgins-Hord, Hale, Beasley, Baxter, Sevigny, Reynolds, and Boone. No: Sheehan.).

Motion by Sevigny to amend new business item n to add the term, "non-exclusive", after the term, "non-binding", so that it reads, "Authorization to sign a non-binding, **non-exclusive** Letter of Intent with Solar Impact Solar LLC ("SIS"), a KY LLC and a platform entity of Edelen Strategic Ventures LLC to begin negotiating the development, construction, and operation of a solar photovoltaic project located on the Haley Pike Landfill. No budgetary impact,". Seconded by Morton. Motion failed 5 – 10 (Yes: Wu, Morton, Sheehan, Higgins-Hord, and Sevigny. No: Brown, Ellinger II, Lynch, LeGris, Curtis, Hale, Beasley, Baxter, Reynolds, and Boone."

VII. Communications from the Mayor- Appointments

Motion by Wu to approve Communications from the Mayor- Appointments. Seconded by Curtis. Motion passed without dissent.

VIII. Communications from the Mayor- Donations

IX. Communications from the Mayor- Procurements

Motion by Baxter to approve Communications from the Mayor – Procurements. Seconded by Reynolds. Motion passed without dissent.

X. Continuing Business/Presentations

Motion by Wu to approve Neighborhood Development Funds. Seconded by Curtis. Motion passed without dissent.

Motion by Baxter to approve Council Capital Projects. Seconded by Hale. Motion passed without dissent.

LeGris, EQPW Chair, provided a summary of the October 7, 2025 Environmental Quality and Public Works Committee.

XI. Council Reports

Sheehan, GGP Chair, placed the following item in the General Government and Planning Committee: data centers.

Motion by Reynolds to place Affordable Housing Solutions in the General Government and Planning Committee.

XII. Public Comment – Issues Not on Agenda

XIII. Adjournment

Motion by Ellinger II to adjourn at 5:04 p.m. Seconded by Lynch. Motion passed without dissent.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1141-25

File ID:	1141-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	11/25/2025
File Name:	NDF List 12/2/25			**Final Action:**	

Title: Neighborhood Development Funds, December 2, 2025

Notes:

Sponsors:

Enactment Date:

Attachments: NDF List 12.2.25

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 1141-25

Title

Neighborhood Development Funds, December 2, 2025

..Summary

Organization:

Volunteers of America Mid-States

Anne Vandervort

2473 Fortune Drive Ste. 110

Lexington, KY 40509

Purpose:

To offer lunch for the Week of Valor event at Veterans Unity point located at Kenwick Community Center

Amount:

$ 500.00

Organization:

LFUCG - Partners for Youth
Shanreka Shackelford
1101-133005-0001-75101
Lexington, KY

Purpose:

To the Be An Elf project initiative to fill a gap for youth ineligible for existing holiday gift programs

Amount:

$ 800.00

Organization:

Salvation Army
Brennen Henderson
736 W. Main St.
Lexington, KY 40390

Purpose:

To support families in need served in Fayette County

Amount:

$ 1,000.00

Organization:

Louisiana Avenue Neighborhood Association
Tom Hagerman
135 Louisiana Avenue
Lexington, KY 40502

Purpose:

For leaf collection services

Amount:

$ 500.00

Organization:

Bluegrass Families First, Inc.
Travis Young
PO Box 1663
Lexington, KY 40588

Purpose:

For the presentation of the Annual Jean Sabharwal Award

Amount:

$ 1,100.00

Organization:
Sisters and Supporters Working Against Gun Violence
Tonya Lindsey
PO Box 11204
Lexington, KY 40574
Purpose:
For holiday gift boxes and food boxes to support families impacted by gun violence
Amount:
$ 2,000.00

Organization:
Lafayette Chapter Sons of the American Revolution
Steve Gahafer
605 Havana Ct.
Lexington, KY 40511
Purpose:
For the laying of wreaths on Veterans graves at the Lexington National Cemetery during the annual Wreaths Across America Ceremony
Amount:
$ 950.00

Organization:
Black Church Coalition of the Bluegrass
PO Box 12209
Lexington, KY 40581
Jylan Ross
Purpose:
For their mission to provide crisis support and human services to community members including financial assistance, food distribution, and employment and educational support for long-term stability
Amount:
$ 2,150.00

Neighborhood Development Funds
December 2, 2025
Work Session

Amount	Recipient	Purpose
$ 500.00	Volunteers of America Mid-States Anne Vandervort 2473 Fortune Drive Ste. 110 Lexington, KY 40509	To offer lunch for the Week of Valor event at Veterans Unity point located at Kenwick Community Center
$ 800.00	LFUCG - Partners for Youth Shanreka Shackelford 1101-133005-0001-75101 Lexington, KY	To the Be An Elf project initiative to fill a gap for youth ineligible for existing holiday gift programs
$ 1,000.00	Salvation Army Brennen Henderson 736 W. Main St. Lexington, KY 40390	To support families in need served in Fayette County
$ 500.00	Louisiana Avenue Neighborhood Association Tom Hagerman 135 Louisiana Avenue Lexington, KY 40502	For leaf collection services
$ 1,100.00	Bluegrass Families First, Inc. Travis Young PO Box 1663 Lexington, KY 40588	For the presentation of the Annual Jean Sabharwal Award
$ 2,000.00	Sisters and Supporters Working Against Gun Violence Tonya Lindsey PO Box 11204 Lexington, KY 40574	For holiday gift boxes and food boxes to support families impacted by gun violence
$ 950.00	Lafayette Chapter Sons of the American Revolution Steve Gahafer 605 Havana Ct. Lexington, KY 40511	For the laying of wreaths on Veterans graves at the Lexington National Cemetery during the annual Wreaths Across America Ceremony
$ 2,150.00	Black Church Coalition of the Bluegrass PO Box 12209 Lexington, KY 40581 Jylan Ross	For their mission to provide crisis support and human services to community members including financial assistance, food distribution, and employment and

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1142-25

File ID:	1142-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	11/25/2025
File Name:	Capital List 12/2/25			**Final Action:**	

Title: Council Capital Funds, December 2, 2025

Notes:

Sponsors:

Enactment Date:

Attachments: Capital List 12.2.25

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 1142-25

Title

Council Capital Funds, December 2, 2025

..Summary

Organization:

LFUCG - Parks and Recreation

Michelle Kosieniak

1105-121001-0001-71102

Purpose:

For the installation of memorials at Veterans Park

Amount:

$ 70,500.00

Organization:

Lexington Childrens Theatre

Ashlee Collins
1105-121001-0001-71102

Purpose:
For sidewalk repairs
Amount:
$ 11,384.34

Organization:
Chrysalis House, Inc.
Kama Orr
1105-121001-0001-71102

Purpose:
To support capital improvements involving professional landscaping and the removal of hazardous trees
Amount:
$ 10,000.00

Organization:
Lexington Childrens Theatre
Ashlee Collins
1105-121001-0001-71102

Purpose:
For improvements to their building including outdoor lighting and new paint
Amount:
$ 11,000.00

Organization:
Radcliffe Marlboro Neighborhood Association
Regina Harris
1105-121001-0001-71102

Purpose:
For plants, seeds, and tools for revitalizing the neighborhood park/green space project.
Amount:
$ 2,000.00

Organization:

LFUCG - Streets and Roads

Rob Allen

1105-303301-0000-93011

Purpose:

For replacement of the curb/gutter on 2120-2136 Talisman Rd.

Amount:

$ 15,000.00

Council Capital Projects
December 2, 2025
Work Session

Amount	Recipient	Purpose
$ 70,500.00	LFUCG - Parks and Recreation Michelle Kosieniak 1105-121001-0001-71102	For the installation of memorials at Veterans Park
$ 11,384.34	Lexington Childrens Theatre Ashlee Collins 1105-121001-0001-71102	For sidewalk repairs
$ 10,000.00	Chrysalis House, Inc. Kama Orr 1105-121001-0001-71102	To replace the topsoil and dead tree at Fire Station 24 in the 2nd District
$ 11,000.00	Lexington Childrens Theatre Ashlee Collins 1105-121001-0001-71102	To help complete a major beautification project at a historic family cemetery in the neighborhood, partially covered by a Neighborhood Match Grant
$ 2,000.00	Radcliffe Marlboro Neighborhood Association Regina Harris 1105-121001-0001-71102	For washer and dryer repairs
$ 15,000.00	LFUCG - Streets and Roads Rob Allen 1105-303301-0000-93011	For replacement of the curb/gutter on 2120-2136 Talisman Rd.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1145-25

File ID:	1145-25	**Type:**	Summary	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	11/25/2025
File Name:	Summary: Special General Government and Planning Committee, September 16, 2025			**Final Action:**	
Title:	Summary: Special General Government and Planning Committee, September 16, 2025				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:	9.16.25 GGP Summary			**Enactment Number:**	
Deed #:				**Hearing Date:**	
Drafter:				**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 1145-25

Title

Summary: Special General Government and Planning Committee, September 16, 2025

Special General Government & Planning (GGP) Committee

September 16, 2025

Summary

Committee members Dan Wu, James Brown, Chuck Ellinger II, Shayla Lynch, J.D (Vice Chair), Hannah LeGris, Whitey Elliott Baxter, and Jennifer Reynolds were present. Councilmembers Tyler Morton, Lisa Higgins-Hord, Joseph Hale, Hil Boone, and Amy Beasley were also present as non-voting members. Absent were committee members Liz Sheehan (Chair), Emma Curtis, and Dave Sevigny.

I. WELCOME

After calling the meeting to order at 6:01 p.m., Chair Shayla Lynch welcomed everyone to the special meeting and reviewed some housekeeping items for those in attendance.

II. REVIEW OF LEXINGTON'S PRESERVATION & GROWTH MANAGEMENT PROGRAM (LPGMP)

Wu, item sponsor, gave a quick overview and introduced Hal Baillie, Long Range Planning Manager. Baillie presented the most recent LPGMP draft, which was also given at the September 9, 2025 GGP meeting.

III. PUBLIC COMMENT ON LPGMP

After reminding the public of the Council's rules on public comment, Lynch opened the floor to public input. Eight speakers from 6 council districts signed up to give public comments or yield their time to someone giving public comments.

IV. CLOSING REMARKS

Prior to adjournment, Wu and Lynch reminded everyone to visit engage.lexingtonky.gov to learn more about LPGMP and provide feedback on the program's proposed language.

The meeting was adjourned at 6:39 p.m.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1146-25

File ID:	1146-25	**Type:**	Summary	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	11/25/2025
File Name:	Summary: General Government and Planning Committee, September 9, 2025			**Final Action:**	
Title:	Summary: General Government and Planning Committee, September 9, 2025				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:	9.9.25 GGP Summary			**Enactment Number:**	
Deed #:				**Hearing Date:**	
Drafter:				**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 1146-25

Title

Summary: General Government and Planning Committee, September 9, 2025

General Government & Planning (GGP) Committee

September 9, 2025

Summary and Motions

Committee members Liz Sheehan (Chair), Shayla Lynch, J.D. (Vice Chair), Dan Wu, James Brown, Chuck Ellinger II, Hannah LeGris, Emma Curtis, Dave Sevigny, and Jennifer Reynolds were present. Whitney Elliott Baxter was absent. Councilmembers Tyler Morton and Lisa Higgins-Hord were present as non-voting members.

The meeting was called to order at 1:00 p.m. by Chair Sheehan.

I. APPROVAL OF JULY 1, 2025 COMMITTEE SUMMARY (Sheehan)

A motion by Chuck Ellinger II to Approve July 1, 2025 Committee Summary, seconded by Hannah LeGris, the motion passed without dissent.

II. LEXINGTON'S PRESERVATION & GROWTH MANAGEMENT PROGRAM (LPGMP) (Wu)

Vice Mayor Wu introduced the main agenda item, the latest draft of the LPGMP, emphasizing the program's intention – to create a transparent, consistent, and data-driven framework for preservation and growth management. Chair Sheehan reinforced the importance of aligning the program with the Comprehensive Plan.

Planning Manager Hal Baillie began by reviewing the project timeline and noting how the process has evolved from the initial framework introduced in May of this year. He emphasized that the program was designed to broaden the scope of the Comprehensive Plan, codify long-standing practices transparently, and establish a data-driven approach through the Imagine Lexington Analytic Research Center. This framework, he explained, ensures review and accountability at each level of decision-making.

The presentation then turned to the results of public engagement. Surveys and outreach revealed that residents strongly favored infill and redevelopment over expansion, expressed concern about bias in the process, and wanted the city to focus on activating existing vacant land rather than removing acreage from the Urban Service Area (USA). Respondents also asked for more opportunities to participate in decision-making and called for a stronger emphasis on preservation throughout the plan.

Baillie outlined the updated process framework, highlighting the Growth Trends Report now in development. A key shift is that commercial and industrial land needs have been removed from the baseline formula and reassigned to a newly created "Special Economic Development Need" track. Under the new process, the Planning Commission will transmit the Growth Trends Report, along with its recommendations, to Council. The residential need formula will rely on Kentucky State Data Center projections, United States Census figures, and local permit data, making it more responsive to shifting development trends.

Council's role, Baillie explained, has also been clarified. Even in the absence of a defined residential need, Council may still evaluate policy or regulatory changes. If a need is identified, Council must first consider those changes before weighing any expansion. The Council will be responsible for setting a

minimum acreage to meet the need, but a cap ensures that no more than 30 years of residential demand is included in the expansion.

The Planning Commission's responsibilities were also addressed. A revised vacant land review defines which parcels are eligible for removal from the Urban Service Area and clarifies the makeup of the review subcommittee. Proposal review has been strengthened by establishing application steps, locational requirements, and timelines. The master plan process, however, remains unchanged. For economic development matters, the Special Economic Development Need process applies solely to employment and industrial land. This process defines who may initiate such a request, sets a maximum acreage limit, and specifies distinct roles: the Council will determine whether a need exists and initiate the zone change, while the Planning Commission will amend the Comprehensive Plan and evaluate the zone change request.

Baillie closed by identifying several outstanding issues still requiring attention, including the housing backlog flagged by both the Kentucky Housing Corporation and LFUCG, the proper accounting of residential units in mixed-use and commercial zones, and the timing of the Growth Trends Report itself.

Chair Sheehan opened the floor for questions and discussion, which centered on preservation and the importance of embedding equity, the housing need formula, ensuring accountability for vacant land, and maintaining guardrails to manage growth responsibly.

Committee members stressed that preservation must go beyond farmland to include neighborhoods, cultural identity, and protection against displacement. Baillie agreed and stated that while the Planning Commission focuses on land use, it is up to the Council to develop policies that embed cultural and equity considerations, with opportunities to tie the LPGMP more explicitly to the Comprehensive Plan's equity goals.

In response to concerns about the housing need formula, Baillie explained that the formula avoids speculative assumptions and relies solely on official projections and density averages. Housing impact from the University of Kentucky and commuter flows were also mentioned. Baillie said off-campus student housing is included in the formula, while dormitories are excluded. Commuting is not directly factored, though population and job projections capture some impacts.

Some committee members would like Council to have more authority and for greater transparency of undeveloped parcels in the USA. Tracy Jones, Managing Attorney, said that Law discourages retroactive removal, limiting the process to new additions after adoption, though she said barriers to development could be studied.

The main concern raised over the Special Economic Development Needs process was the fear that it could invite lobbying. Baillie stressed that it raises the bar with strict requirements: a willing property owner, documentation, Planning Commission review, and a two-thirds Council vote. This structure was presented as a safeguard against speculative expansion.

Next steps include an opportunity to provide input at a Special GGP meeting scheduled for September 16, 2025, at 6 p.m. A presentation of the final draft is scheduled for the December 2, 2025, committee meeting.

No further action was taken on this item.

III. ITEMS REFERRED TO COMMITTEE (Sheehan)

Bring Back the Bluegrass was reassigned to Councilmember Morton, and Absentee Landlords was reassigned to Councilmember Curtis.

A motion by James Brown to remove the MAG Study Review from committee, seconded by Dan Wu, passed without dissent.

The meeting was adjourned at 2:12 p.m. by Chair Sheehan.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1147-25

File ID:	1147-25	**Type:**	Presentation	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	11/25/2025
File Name:	Presentation: Website Redesign Retrospective			**Final Action:**	
Title:	Presentation: Website Redesign Retrospective				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:	webyearinreview			**Enactment Number:**	
Deed #:				**Hearing Date:**	
Drafter:				**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 1147-25

Title

Presentation: Website Redesign Retrospective

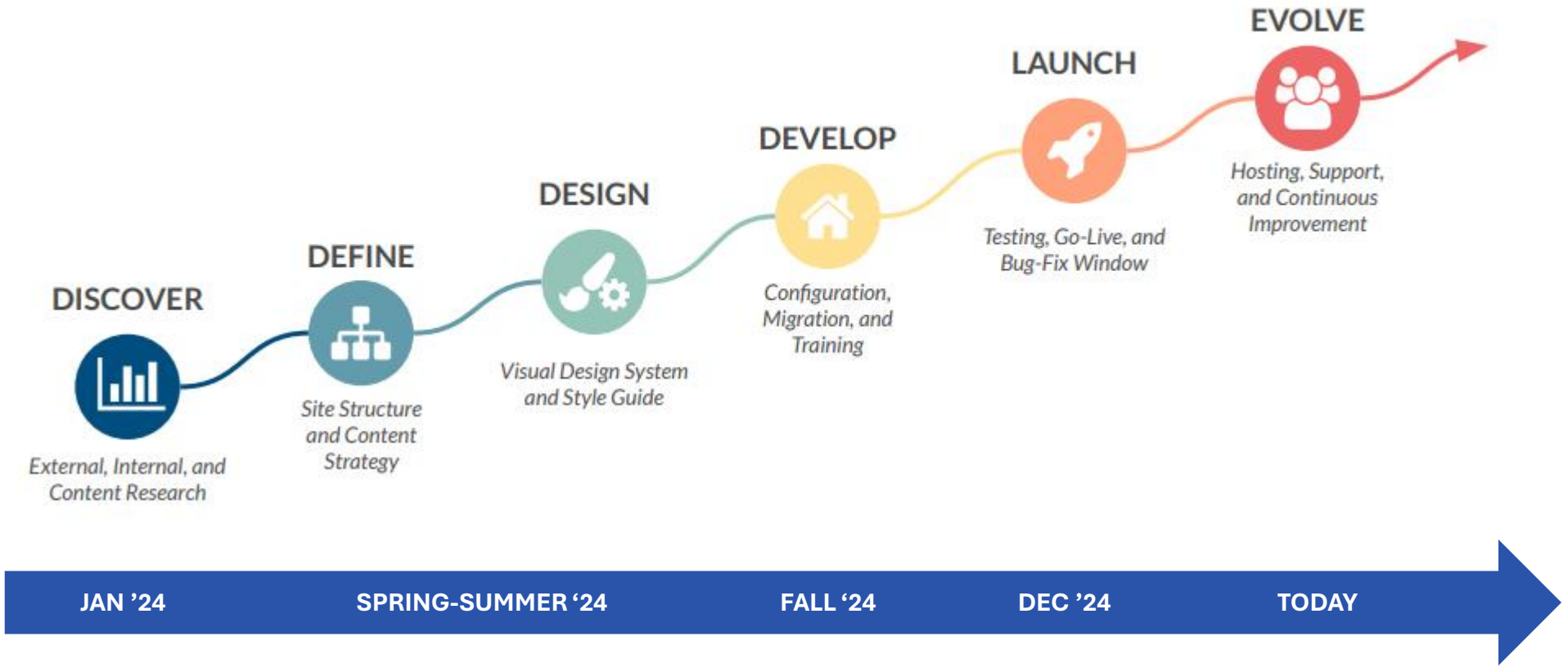
WEBSITE REDESIGN RETROSPECTIVE

Liz Rodgers, CIO

December 2, 2025

LEXINGTON

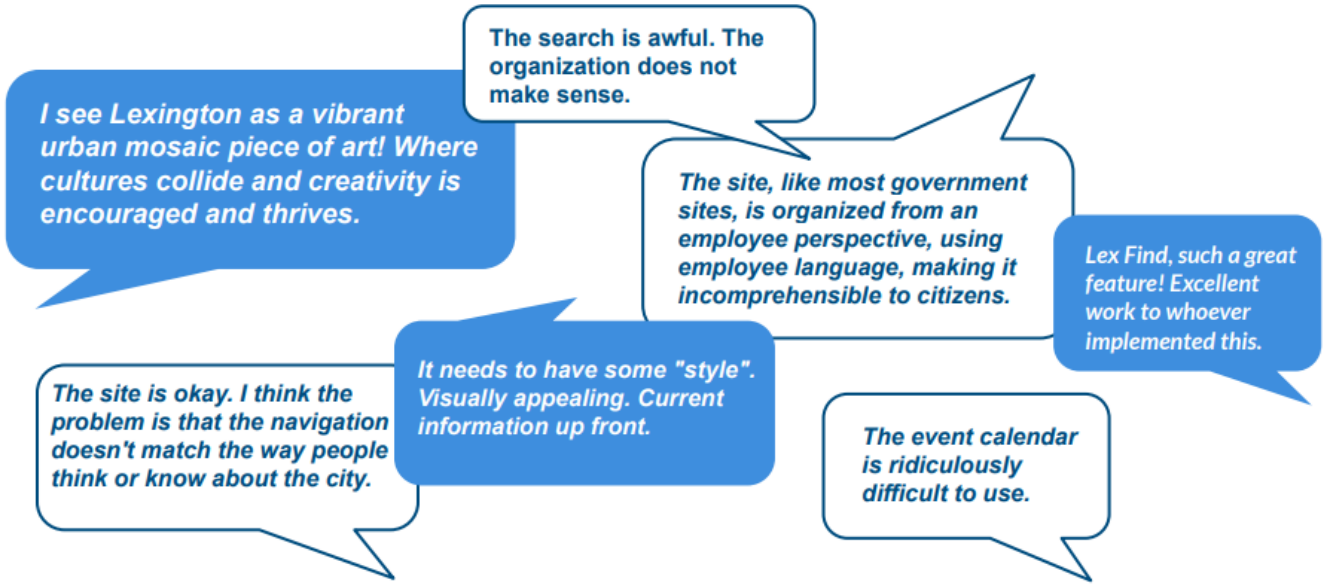
Timeline


DISCOVER
External, Internal, and Content Research
DEFINE
Site Structure and Content Strategy
DESIGN
Visual Design System and Style Guide
DEVELOP
Configuration, Migration, and Training
LAUNCH
Testing, Go-Live, and Bug-Fix Window
EVOLVE
Hosting, Support, and Continuous Improvement
JAN '24
SPRING-SUMMER '24
FALL '24
DEC '24
TODAY

Project Drivers

Findings:

- High success and satisfaction scores compared to other cities.
- Served its purpose, but there were issues with key functions.
- Search efficacy varied based on purpose of visit.
- Disproportionately negative experience for mobile users.
- Content scattered, outdated, redundant.



Project Goals

- **Data-Driven**
  - Analytics paired with feedback from website visitors, community, internal stakeholders
  - Decisions based on findings, rather than preferences/outdated notions
- **User-Centered**
  - Ensure every user is able to accomplish the reason for their visit
  - Lean into natural browsing habits and adapt to viewing on different devices
- **Content-Forward**
  - Publish information that is accurate and useful
  - Make content simple, inclusive, and accessible
  - Keep it fresh and relevant over time

Project Outcomes (to date)

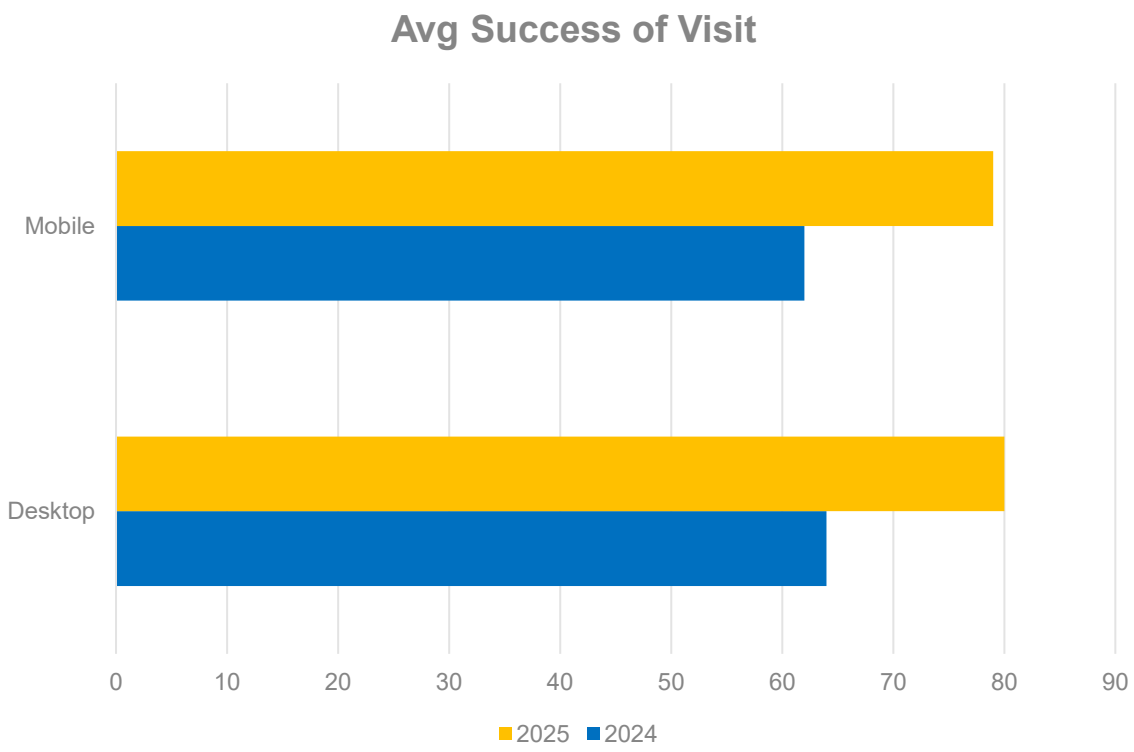
Performance

- Avg 100% uptime with no unplanned outages
- Improved search click-through from 37% to 89%
- Page-load speeds less than one second

Accessibility

- Conformed to Web Content Accessibility Guidelines at level AA
- Reduced number of PDFs by 78%
- 10-fold increase in utilization of language translations

Community Feedback



Internal Feedback

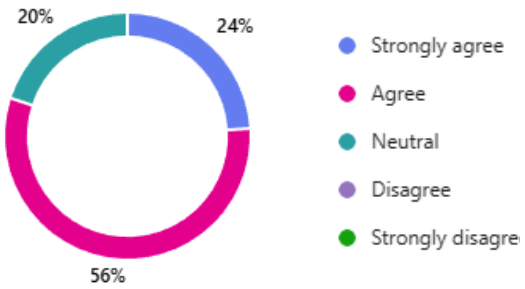
4.24
Average Rating

Satisfaction with site design & features

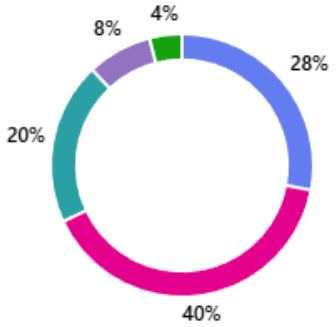
3.92
Average Rating

Satisfaction with Content Management System (CMS)

Satisfaction w/ available design options



Confidence with CMS



…struggle for me is finding the right event I've scheduled to edit.

It's not as user friendly as I would like.

(Need) an easy way to toggle between meetings or events on the calendar.

I could see one of my events on the calendar, but despite various ways of searching, was unable to locate it in the CMS to edit it.

Nick Brock has been really helpful when I have had questions.

I need to be able to create recurring events

Post-Launch Enhancements

- Consolidated microsites for consistent look and feel
- Page preview and other options for CMS users
- Date/Time stamps on News articles
- Options for event scheduling and recurrence
- Parks' Operational Status real-time dashboard
- "Magic Rewrite" AI-powered content editor

Recognition

NAGW
NATIONAL ASSOCIATION OF GOVERNMENT WEB PROFESSIONALS
MEMBERS CHOICE
LARGE CITY/COUNTY

CENTER FOR DIGITAL GOVERNMENT
GOVX
GOVERNMENT EXPERIENCE AWARDS
2025 OVERALL WINNER

250Lex

Questions?

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0927-23

File ID:	0927-23	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council Work Session
				File Created:	09/07/2023
File Name:	Page Break			**Final Action:**	

Title:

Notes:

Sponsors:		**Enactment Date:**	
Deed #:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0927-23

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1064-25

File ID:	1064-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Waste Management
				File Created:	11/07/2025
File Name:	Loan-A-Box Bin Refurbishing			**Final Action:**	

Title: Authorization to enter into an agreement with Containerpros, LLC pursuant to Sourcewell contract 010825-WQI, for dumpster bin refurbishment services for Lexington's Loan-A-Box program. There are 43 10-yard dumpsters in need of refurbishment. At a cost of $12,822.74. Funds are budgeted. (L1064-25)(Baldon-Albright)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	BS Memo - LAB Refurbishing 2025 mcc, LFUCG Container Refurbishing modified mcc	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Mason Coffey	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 1064-25

Title

Authorization to enter into an agreement with Containerpros, LLC pursuant to Sourcewell contract 010825-WQI, for dumpster bin refurbishment services for Lexington's Loan-A-Box program. There are 43 10-yard dumpsters in need of refurbishment. At a cost of $12,822.74. Funds are budgeted. (L1064-25)(Baldon-Albright)

Summary

Authorization to enter into an agreement with Containerpros, LLC pursuant to Sourcewell contract 010825-WQI, for dumpster bin refurbishment services for Lexington's Loan-A-Box program. There are 43 10-yard dumpsters in need of refurbishment. At a cost of $12,822.74. Funds are budgeted. (L1064-25)(Baldon-Albright)

Budgetary Implications [select]: **Yes**

Advance Document Review:

Law: { Select Yes/No, Completed by [Attorney Name, Date]}

Risk Management: {Select Yes/No, Completed by [Official, Date]}

Fully Budgeted [select]: **Yes**

Account Number: **1115-303503-3532-96455**

This Fiscal Year Impact: $ **12,822.74**

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance: $128,790

MAYOR LINDA GORTON

LEXINGTON

ANTONIO BALDON
DIRECTOR
WASTE MANAGEMENT

MEMORANDUM

TO: Mayor Linda Gorton
Urban County Council

FROM: Antonio Baldon, Director
Division of Waste Management

DATE: November 7, 2025

SUBJECT: Loan-A-Box Bin Refurbishing

Request: Council authorization to enter into an agreement with Containerpros, LLC pursuant to Sourcewell contract 010825-WQI, for dumpster bin refurbishment services for Lexington's Loan-A-Box program.

Why are you requesting? The Division of Waste Management's Loan-A-Box program has approximately 43 10-yard dumpster units in need of refurbishment.

What is the cost this budget year and future budget years?
The cost for this budget year is: **$12,822.74**

Are the funds budgeted? Yes

Account Number: 1115-303503-3532-96455

cc: Nancy Albright, Commissioner- EQPW

CONTAINERPROS
PROFESSIONAL WASTE SERVICES

Bin Refurbishing Program

Proposal Summary & Agreement

Prepared For

LEXINGTON

Presented to

Mr. Samuel Lynch, Administrative Specialist Principal
City of Lexington, KY
675 Byrd Thurman Dr.
Lexington, KY 40510

September 2, 2025

September 2, 2025

Mr. Samuel Lynch, Administrative Specialist Principal
City of Lexington, KY
675 Byrd Thurman Dr.
Lexington, KY 40510

Re: City of Lexington, KY Container Services

Dear Mr. Lynch:

Please find included herein for your review and consideration our *Proposal Summary & Agreement* and additional details surrounding waste services for the upcoming Lexington, KY project.

Please phone or write with any comments or questions or if anything contained herein needs further clarification. Thank you again, Samuel, for your support and confidence in our services. We're very grateful for the opportunity and are excited to potentially work with you and your team to provide a successful project together.

Respectfully Submitted,

Mark Merhab
Vice President – General Manager

PROPOSAL SUMMARY & AGREEMENT

Bin Refurbishing Program
Lexington, KY

Introduction

As part of its waste collection services, the Lexington-Fayette Urban County Government (the "City") needs refurbishing of approximately 43 10YD containers currently located at the City's staging yard. This has prompted the need for certain waste services, as outlined below. Container*Pros, LLC* ("Container*Pros*" or "CP") provides these professional waste services.

Scope

♦ Bin Refurbishing

Container*Pros* will provide crews and a forklift to refurbish approximately 43 10YD bins over a period of 5 working days beginning in September 2025. The scope of work includes:

- Removal of approximately 5 to 15 stickers per container prior to painting
- Bin prep and full repainting for some containers; others will receive prep and touch-up paint as needed
- Renumbering all containers
    - The City will be responsible for supplying all required materials, including primer, paint, and number templates

The City will provide a suitable work area(s) for staging (large, paved, and secure area) within the service area, that will adequately store the bins during the project timeframe. The staging yard will be located at 675 Byrd Thurman Dr. Lexington, KY 40510.

Refurbishment schedule is based on Monday through Friday, excluding Holidays, until all bins are completed. Yard operating window hours will be limited from 6AM to 5PM unless otherwise approved by the City.

Additional Requirements, Terms and Conditions

All work will be performed within the Lexington-Fayette Urban County Government limits.

Container*Pros* may, at its own expense, use any employees or subcontractors as it deems necessary to perform the services required by this Agreement. The City may not control, direct, or supervise Container*Pros*' employees or subcontractors in the performance of those services.

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other.

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Container*Pros* and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever.

Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement

will be effective only if it is in writing signed by the party to be charged.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.

This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

This Agreement can be signed in counterpart and by electronic and/or facsimile signature(s).

Delay charges may be billed for additional delivery days and/or additional labor needed due to lack of inventory or anything outside of bid spec including but not limited to delays caused by the hauler and unsafe conditions. Any delay charges incurred must be presented, in writing, within five (5) working days of discovery with detail of the cause(s) and costs incurred.

Financial Framework

Unit & Estimated Total Costs

	Unit & Total Estimated Costs			
Service	Estimated # of Units	Unit Cost	Projected Costs	
Bin Refurbishment Per Bin (Services Include Removal Of Existing Stickers, Prep, Touch-Up Or Complete Repainting As Needed, And Renumbering Of Each Bin)	43	$250.08	$10,753.44	
Forklift Equipment Fee	1	$2,069.30	$2,069.30	
Net Estimated Total Cost				$12,822.74

Terms

Services will be invoiced and paid as follows:

Amounts owed will be invoiced monthly and due within 45 days.

Signature Page

If in agreement with the specifications, terms and conditions described herein, please endorse here and email to jgray@wastequip.com:

For Lexington-Fayette Urban County Government:

Authorization: _____ Date: _____

Name: _____ Title: _____

For Container*Pros*:

Authorization: Date:

Name: Title:

Disclaimer: Container*Pros* has taken information provided by the City and/or their employees to provide the above prices. If there are any significant adjustments in the scope that cause a change in the estimated production (more or less than 3%), the City will notify Container*Pros* either via email or facsimile of the issues within 1 day of discovery. The above price may no longer be valid, and a pricing alignment meeting must be held within 48 hours of the notification.

Confidential & Proprietary – Unlawful to disseminate without the express written permission of Container*Pros*, LLC
All rights reserved.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1080-25

File ID:	1080-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Fire and Emergency Services
				File Created:	11/11/2025
File Name:	Wellness Coordinator Contract 2025			**Final Action:**	

Title: Authorization to enter into an agreement with the University of Kentucky and the Division of Fire and Emergency Services to continue the Wellness Coordinator/Athletic Trainer position for a period of one year (September 1, 2025-August 31, 2026). At a cost up to $100,000. Funds are budgeted. (L1080-25)(Wells/Armstrong)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Wellness Coordinator blue sheet memo_2025, Wellness Coordinator Contract_092025	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Tammy James	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 1080-25

Title

Authorization to enter into an agreement with the University of Kentucky and the Division of Fire and Emergency Services to continue the Wellness Coordinator/Athletic Trainer position for a period of one year (September 1, 2025-August 31, 2026). At a cost up to $100,000. Funds are budgeted. (L1080-25)(Wells/Armstrong)

Summary

Authorization to enter into an agreement with the University of Kentucky and the Division of Fire and Emergency Services to continue the Wellness Coordinator/Athletic Trainer position for a period of one year (September 1, 2025-August 31, 2026). At a cost up to $100,000. Funds are budgeted. (L1080-25)(Wells/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Michael Sanner

Risk Management: No

Fully Budgeted: Yes

Account Number: 1101-505701-5704-71299

This Fiscal Year Impact: $100,000.00

Annual Impact: $ 100,000.00

Project:

Activity:

Budget Reference: FY2026

Current Balance: $100,000.00

MAYOR LINDA GORTON

LEXINGTON

Jason G. Wells
Fire Chief

TO: Mayor Linda Gorton

FROM: Jason G. Wells, Fire Chief

DATE: November 11, 2025

SUBJECT: LFD/UK Wellness Coordinator agreement

The Division of Fire and Emergency Services request authorization to enter into an agreement with the University of Kentucky to continue the Wellness Coordinator/Athletic Trainer position for a period of one year (September 1, 2025-August 31, 2026). At a cost of up to $100,000. Funds are budgeted. (L1080-25) (Wells/Armstrong)

Why are you requesting? The Athletic Trainer position is designed to proactively address member health and wellness by focusing on injury prevention, rehabilitation, and treatment efforts. Department needs this action completed because this position has helped promote a healthier, more capable, and better-functioning workforce, thereby reducing time spent on light duty and disability leave. This position will also support the implementation of the new fitness assessment as outlined in the CBA (Article 17, Section 5).

What is the cost in this budget year and future budget years?

The cost for this FY is: $100,000.00

The cost for future FY is: $100,000.00

Are the funds budgeted? Yes

If there is a contract, please indicate the cancelation clause**.** Either party may terminate this Agreement if either party fails to perform at the levels specified herein. Prior to terminating this Agreement for poor or non-performance, the following steps shall be taken by the terminating party: i. Remit a letter to the nonperforming party describing the deficiencies in question and providing a timeline to correct the deficiencies. ii. If the timeline given to correct deficiencies is not met, notify the nonperforming party in writing of its intent to terminate the Agreement if issues are not corrected by a specified date. iii. If the specified date passes without the deficiencies being corrected, remit a letter terminating the Agreement. 2. UK may terminate this Agreement for Monetary Default. UK will provide LFD with an opportunity to cure within thirty (30) days of notice thereof.

File Number: 1080-25

Director/Commissioner: Wells/Armstrong

AGREEMENT BETWEEIN
THE UNIVERSITY OF KENTUCKY
AND
LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

This Agreement is made and entered into this 1st day of September, 2025, the ("Effective Date"), by and between the UNIVERSITY OF KENTUCKY COLLEGE OF MEDICINE, DEPARTMENT OF ORTHOPAEDIC SURGERY AND SPORTS MEDICINE, hereinafter "UK", located at 800 Rose Street, Lexington, KY 40536, and the LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT for the use and benefit of the Lexington Fire Department, hereinafter "LFD", located at 219 East 3rd Street, Lexington, KY 40508, and provides:

I. PURPOSE:

This Agreement is being established to provide coverage by one full-time Certified Athletic Trainer ("ATC"), and one supplemental ATC (collectively the "PROVIDER") for LFD's firefighters.

II. UK RESPONSIBILITIES:

A. PROVIDER Coverage:

1. UK will supply one (1) ATC for a minimum of forty (40) hours per week of coverage as described below (hereinafter "Regular Coverage"). Additionally, LFD is entitled to up to six hundred forty-nine (649) hours of Supplemental Coverage by a PROVIDER during the term of this Agreement, subject to the terms of Section II(D) below, to provide athletic training services to LFD firefighters. Said services shall be limited to:

i. The evaluation and treatment of minor injuries.
ii. The application of first aid and other medical assistance as may be reasonable and possible under the circumstances, pending the arrival of emergency services in the event of major injuries.
iii. Preventative taping, strapping and bracing of firefighters as needed.
iv. Providing nutritional information to firefighters.
v. Providing basic educational information to student trainers and managers.
vi. Providing recommendations for exercise and/or other physical measures for minor injuries under the direction, supervision and review of a licensed physician.

2. All services will be provided at LFD facilities.

3. The PROVIDER will utilize an Injury Surveillance Tracking system, which shall include a concussion tracking system, to help identify patterns of injury, assist in creating individualized injury prevention programs, and shall save injury data for annual comparisons.

4. The PROVIDER shall provide and maintain accurate records and documentation through injury tracking software. Records shall include any treatment provided by The PROVIDER for all athletic injuries, all concussion tracking and monitoring, and all rehabilitation procedures provided by the PROVIDER. All Medical Records and documentation are the property of UK.

5. The PROVIDER shall facilitate communication among injured firefighters, LFD's Chief or its designee.

6. A licensed physician shall be available for consultation 24 hours per day, 7 days per week through UK's offices at the University of Kentucky Chandler Medical Center.

7. ATCs will be onsite at LFD facilities each Monday through Friday from 8 AM to 5 PM, excepting University holidays. Supplemental Coverage may be provided anytime subject to PROVIDER availability. LFD and UK will work jointly to develop a schedule for coverage detailing which LFD facility the PROVIDER will be at on each particular day.

B. Reporting:

The PROVIDER will work closely with the LFD Chief to monitor, track and report all medical care activities, manage financial and insurance information, and ensure compliance with all applicable regulations.

C. PROVIDER Qualifications:

Each PROVIDER provided by UK under this Agreement shall have the following qualifications:

i. Certified by the National Board of Certification
ii. Licensed by the Kentucky Board of Medical Licensure
iii. Maintain current, up-to-date CPR and first aid certifications.

D. Staffing Contingency:

UK's obligation to provide the services described herein is expressly contingent on UK's ability to identify and hire PROVIDER(s) who meet all requirements to be employees of UK and the qualifications described above. UK shall diligently work to identify, employ, and provide the PROVIDER(s) required by this Agreement prior to the Effective Date. Should UK be unable to employ and provide PROVIDER(s) prior to the Effective date, UK shall notify the LFD in writing, and the compensation to UK described in Section IV below shall be pro-rated based upon the actual date at which UK can provide the Services described herein.

III. LFD RESPONSIBILITIES:

A. Provision of Space and Supplies:

1. LFD shall provide a dedicated area reasonably acceptable to UK (the "Athletic Training Room") to be used for the provision of training services. The Athletic Training Room must be handicap accessible.

2. LFD shall provide all reasonably necessary supplies and equipment required in connection with the performance of the services. Any supplies and equipment furnished by LFD and not consumed in the performance of the services shall be returned to LFD upon this Agreement's expiration or earlier termination.

3. At a minimum LFD must provide the following equipment at Athletic Training Room:

i. Portable Automated External Deliberator (AED)
ii. Access to ice and/or ice machine at LFD
iii. Access to water at LFD

4. LFD shall maintain a budget for athletic training supplies from which any medically necessary items can be purchased by the PROVIDER, subject to LFD approval. PROVIDER shall ensure amounts of supplies on hand are sufficient based on the number of firefighters.

B. Communication:

1. LFD shall designate LFD's Chief to serve as UK's primary contact for communications with LFD.

2. LFD shall ensure station heads and the Chief provide adequate time to meet with the PROVIDER each year to establish priorities and goals related to athletic training.

4. LFD shall ensure that the Chief and station heads cooperate with the PROVIDER to develop reporting schedules as defined above.

C. Non-Solicitation:

During the initial term and any renewal terms of this Agreement, and for a period of twelve (12) months after the expiration or early termination of this agreement, LFD shall not, directly or indirectly, without the express written consent of UK, solicit, contract, engage, hire or employ any person who is, or at any time was, an employee of UK and provided services to LFD under the terms of this Agreement.

IV. COMPENSATION:

A. In consideration of the services above provided by UK, LFD agrees to the following:

1. LFD will allow UK to hang a banner advertisement at specified location for no additional cost.
2. LFD shall remit the following sums to UK as directed below:

a) Year 1 (September 1, 2025-August 31, 2026):

$80,526.60 (Regular Coverage)
$19,473.40 (Supplemental Coverage)

CONTRACT TOTAL: $100,000.00

UK has contracted with Kentucky Medical Services Foundation, Inc. (KMSF) for fiduciary management of professional fees. KMSF shall invoice LFD for one-half of the annual fee September 1 of each contract year, and shall invoice the remaining balance March 1 of each contract year. LFD shall remit payment for each installment due within 30 days of the invoice date to the following address:

Kentucky Medical Services Foundation, Inc.
PO Box 587
Lexington, KY 40588-0587

V. TERM OF THE AGREEMENT.

A. This Agreement shall be one (1) year in duration, commencing on September 1, 2025, and ending on August 31, 2026. At any time during the term of this Agreement either party may terminate this Agreement without cause by providing thirty (30) days' written notice to the non-terminating party.

B. The parties agree to meet in January of each contract year to reevaluate the terms of this Agreement. Cancellation or re-negotiation of costs or services provided under this Agreement may only be initiated by the party desiring the cancellation or re-negotiation by providing written notice no later than ninety (90) days prior to the end of the current school year.

C. Though the Agreement will be paid on a semi-annual basis, because the Agreement may extend for more than one LFD calendar year, the parties acknowledge that the Kentucky Constitution and various Kentucky statutes preclude LFD from obligating the expenditure of funds in excess of its revenue for a given LFD calendar year. Therefore, LFD specifically reserves the right to terminate this Agreement during any subsequent LFD calendar year, reserving the rights for LFD to budget sufficient sums in subsequent LFD

calendar years during the term of this Agreement to keep the Agreement in effect for its full term.

D. Termination:

1. Either party may terminate this Agreement if either party fails to perform at the levels specified herein. Prior to terminating this Agreement for poor or non-performance, the following steps shall be taken by the terminating party:

i. Remit a letter to the nonperforming party describing the deficiencies in question and providing a timeline to correct the deficiencies.
ii. If the timeline given to correct deficiencies is not met, notify the nonperforming party in writing of its intent to terminate the Agreement if issues are not corrected by a specified date.
iii. If the specified date passes without the deficiencies being corrected, remit a letter terminating the Agreement.

2. UK may terminate this Agreement for Monetary Default, if LFD fails to pay UK any fee, expense or other sum of money when due in accordance with the provisions of Section IV. UK will provide LFD with an opportunity to cure within thirty (30) days of notice thereof. Should LFD fail to cure the breach within thirty (30) days of any notice from UK, this Agreement will terminate and all Services provided to LFD hereunder will cease immediately.

3. If reasonable attempts to reconcile differences in the implementation of the terms of this Agreement are unsuccessful, established LFD policies and goals shall prevail over UK terms and conditions. LFD shall provide UK with written documentation of such decisions.

VI. CORPORATE COMPLIANCE:

LFD affirms that it is aware that UK operates in accordance with a corporate compliance program, employs a Corporate Compliance Officer and operates a 24 hour, seven days a week compliance Comply-Line. LFD has been informed that a copy of the UK compliance plan is on file in the Purchasing Office or can be viewed online at https://www.ukhealthcare.uky.edu/staff/corporate-compliance/policy-manual and is encouraged to review the plan from time to time during the term of this Agreement. LFD recognizes that it is under an affirmative obligation under the plan to immediately report to UK'S Corporate Compliance Officer through the comply-line 1-877-898-6072, in writing or directly (859) 323-8002 any actions by a UK agent or employee which LFD believes, in good faith, violates an ethical, professional or legal standard. It is understood that should LFD be found to have violated this obligation or any other applicable provision of the UK compliance plan, UK may, at its sole discretion, terminate this Agreement upon written notice.

Nothing in this Agreement contemplates or requires that any party act in violation of federal or state law. Nonetheless, should any term or condition set forth in this Agreement later be credibly alleged, suspected or determined to be illegal, the parties agree to immediately cease the questioned

activity and negotiate modification to the effected portion of the Agreement for a thirty (30) day period. If at the end of this period, no compromise can be reached, the Agreement will terminate.

VII. LIABILITY:

A. UK is an agency and instrumentality of the Commonwealth of Kentucky, is vested with sovereign immunity and is subject to the jurisdiction of the Kentucky Claims Commission and the statutory provisions of KRS 49.030 seq. for the recovery of tort claims made against UK, its agents, officers or employees. UK is self- insured pursuant to the provisions of KRS 164.939 et seq. which provides for the paying of claims or judgments resulting from any tort or breach of duty based on health care services rendered or which should have been rendered by UK or its agents. Agents of UK include members of the Board of Trustees, faculty, staff, nurses, volunteer workers, employees, students, physicians and dentists providing care within the scope of their duties or courses of study. In addition, UK maintains professional, commercial excess general and medical malpractice liability insurance for itself, its agents, officers, employees and students.

B. In the manner and to the extent provided by the laws of the Commonwealth of Kentucky, LFD shall be responsible for any and all losses, claims, demands, damages, actions, costs and charges for any injury to property or loss of life or property resulting from, are directly connected with, arise or are alleged to have arisen from LFD's activities pursuant to this Agreement, unless such injury or loss arises from the negligence of UK. LFD is not responsible for the negligent or willful acts or omissions of UK, its officers, agents or employees.

VIII. RISK MANAGEMENT:

LFD's administrator and UK's Office of Risk Management will inform each other of any lawsuit which is threatened, or any patient care event which causes or contributes to injury or death, and could result in a lawsuit, if a UK student, resident, or faculty member is involved with said patient's care.

IX. NONDISCRIMINATION:

The University of Kentucky complies with the federal and state constitutions, and all applicable federal and state laws, regarding nondiscrimination. The University provides equal opportunities for qualified persons in all aspects of University operations, and does not discriminate on the basis of race, color, national origin, ethnic origin, religion, creed, age, physical or mental disability, veteran status, uniformed service, political belief, sex, sexual orientation, gender identity, gender expression, pregnancy, marital status, genetic information, social or economic status, or whether the person is a smoker or nonsmoker, as long as the person complies with University policy concerning smoking.

X. PERSONAL INFORMATION SECURITY:

To the extent either party receives Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the "Act"), the receiving party shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as UK's and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying the other party of a security breach relating to Personal Information in the possession of the receiving party or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and receiving party abides by the requirements set forth in that exception; (iv) cooperating with the other party in complying with the response, mitigation, correction, investigation, and notification requirements of the Act , (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by receiving party; and (vi) at the other party's discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

XI: MEDICAL RECORDS:

Any patient medical records generated in connection with any services provided pursuant to this Agreement shall be maintained by UK, who shall maintain such medical records in compliance with and for all periods required by law. UK will, on request from LFD, make such records available to LFD to the extent permitted by law, including patient safety activities.

XII. NOTICES:

Any notices required or deemed appropriate under this Agreement shall be sent certified mail, return receipt requested, to the following addresses:

UK:

University of Kentucky
Director of Strategic Healthcare Contracting
317 Charles T. Wethington Building
900 S. Limestone Street
Lexington, KY 40536-0200

LFD:

Lexington Fire Department
Attn: Jason Wells, Fire Chief
219 E. Third Street
Lexington, KY 40508

XIII. COMPLIANCE WITH LAWS AND REGULATIONS:

A. UK will obtain any necessary governmental licenses or permits and comply with all local, federal and state codes and ordinances without cost to LFD.

B. All services provided will comply with all applicable federal, state and local regulations.

C. This Agreement is being executed and performed in and under the laws of the Commonwealth of Kentucky. Any judicial proceeding undertaken regarding this Agreement shall take place in the courts of Franklin County, Kentucky.

XIV. INDEPENDENT CONTRACTOR STATUS:

In the performance of this Agreement it is mutually understood and agreed that each party is at all times acting and performing as an independent contractor with, and not as an employee, agent, or joint venture of, the other party.

XV. CHANGES IN LAW:

The Parties are entering into this Agreement intending to comply with all provisions of applicable law and regulations. If it is the reasonable opinion of counsel with expertise in health care law selected by UK that, due to new or existing state or Federal laws, rules or regulations or due to any action of any governmental authority to enforce or interpret any existing state or Federal law, rule or regulation ("Applicable Law"), the transaction contemplated by this Agreement does not comply, or is not reasonably likely to be found by a court with authority to comply with Applicable Law, then Parties shall negotiate in good faith to attempt to alter their legal relationship to comply with Applicable Law while preserving the material terms of their relationship. In the event that such compliance cannot be accomplished or achieved, this Agreement shall be terminated upon the expiration of sixty (60) days from the receipt by the Parties of the legal opinion of counsel selected as provided herein, without liability of either Party.

XVI. SEVERABILITY & ASSIGNABILITY:

A. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision.

B. No Party may assign or subcontract any portion of this Agreement without the prior written consent of the other Party; provided, however, that LFD expressly acknowledges that any assignment by UK to an entity controlled by, controlling or under common ownership with UK or arising out of any merger, reorganization, or consolidation of UK shall not require the consent of LFD.

XVII. ELECTRONIC STORAGE/SIGNATURE:

The parties hereto agree and stipulate that the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this document, may be used for any purpose just as if it were the original, including proof of the content of the original writing.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same agreement. Any electronically transmitted signature or photocopy of a signature to this Agreement

shall be deemed an original signature to this Agreement and shall have the same force and effect as an original signature. For purposes of this Section, an "electronically transmitted signature" means a manually-signed original signature that is sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) attached to an e-mail message.

XVIII: SIGNATURES:

WITNESS the signatures of the parties hereto to the duplicate originals:

UNIVERSITY OF KENTUCKY

_____
Robert L. Edwards, DrPH, MBA
Vice President & Chief Strategy
and Government Affairs Officer

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

_____
Linda Gorton
Mayor

Recommended By:

_____
Charles H. Griffith, III, MD, MSPH
Dean, College of Medicine

_____
Carter Cassidy, MD
Chair, Department of Orthopaedic Surgery &
Sports Medicine

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1081-25

File ID:	1081-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Mayor's Office
				File Created:	11/12/2025
File Name:	APPROVE PURCHASE OF SERVICE AGREEMENT WITH DOWNTOWN LEXINGTON CORPORATION d/b/a DOWNTOWN LEXINGTON PARTNERSHIP TO CONDUCT A DOWNTOWN DEVELOPMENT STRATEGIC ANALYSIS AND OVERVIEW			**Final Action:**	

Title: Authorization to approve a purchase of service agreement with the Downtown Lexington Corporation d/b/a Downtown Lexington Partnership (DLP) to provide funding to conduct a Downtown Development Strategic Analysis and Overview for Lexington-Fayette Urban County Government. At a cost of $15,000. Funds are budgeted. (L1081-25)(Atkins)

Notes: RIO 11/14/2025. MS

Sponsors:		**Enactment Date:**	
Attachments:	Downtown LExington Partnership Study Blue Sheet, Downtown Lexington Partnership PSA November 2025	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Troy Black	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 1081-25

Title

Authorization to approve a purchase of service agreement with the Downtown Lexington Corporation d/b/a Downtown Lexington Partnership (DLP) to provide funding to conduct a Downtown Development Strategic Analysis and Overview for Lexington-Fayette Urban County Government. At a cost of $15,000. Funds are budgeted. (L1081-25)(Atkins)

Summary

Authorization to approve a purchase of service agreement with the Downtown Lexington

Corporation d/b/a Downtown Lexington Partnership (DLP) to provide funding to conduct a Downtown Development Strategic Analysis and Overview for Lexington-Fayette Urban County Government. At a cost of $15,000. Funds are budgeted. (L1081-25)(Atkins)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: { Yes [Tiffany Holskey, 11/12/2025]}

Risk Management: {Select Yes/No, Completed by [Official, Date]}

Fully Budgeted [select]: Yes

Account Number: 1144-136102-1361-71299

This Fiscal Year Impact: $15,000

Annual Impact: N/A

Project:

Activity:

Budget Reference:

Current Balance: budgeted

TO: **LINDA GORTON, MAYOR**
URBAN COUNTY COUNCIL

FROM: **KEVIN ATKINS**
CHIEF DEVELOPMENT OFFICER

DATE: **NOVEMBER 12, 2025**

RE: **APPROVE PURCHASE OF SERVICE AGREEMENT WITH DOWNTOWN LEXINGTON CORPORATION d/b/a DOWNTOWN LEXINGTON PARTNERSHIP TO CONDUCT A DOWNTOWN DEVELOPMENT STRATEGIC ANALYSIS AND OVERVIEW**

REQUEST:
Approval of a Purchase of Service Agreement with the Downtown Lexington Corporation d/b/a Downtown Lexington Partnership (DLP). The agreement provides funding to conduct a Downtown Development Strategic Analysis and Overview for Lexington-Fayette Urban County Government.

WHY ARE YOUR REQUESTING:
The DLP will enter into an agreement with Commonwealth Economics to conduct a strategic analysis and overview of Lexington downtown development. Commonwealth Economics will complete a comprehensive analysis of development initiatives and related governance for Downtown Lexington. The study will focus on development of downtown while also looking at the downtown development efforts of peer cities. The final report will be delivered to Lexington-Fayette Urban County Government no later than April 30, 2026, which will conclude the agreement. 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.

WHAT IS THE COST IN THIS BUDGET YEAR AND FUTURE BUDGET YEARS?

The cost for FY2026 is:	$15,000.00
The cost for future FY is:	N/A

ARE THE FUNDS BUDGETED: The funds are budgeted
ACCOUNT NUMBER: 1144-136102-1361-71299

DIRECTOR/COMMISSIONER: Kevin Atkins

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT ("Agreement"), made and entered into on the 10th day of November 2025 (the "Effective Date"), 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 **DOWNTOWN LEXINGTON CORPORATION d/b/a DOWNTOWN LEXINGTON PARTNERSHIP**, a Kentucky corporation, ("Organization") with offices located at 333 W. Vine Street, Suite 206, Lexington, Kentucky 40507.

W I T N E S S E T H

WHEREAS, LFUCG and Organization previously entered into a Purchase of Service Agreement, dated May 1, 2024 and authorized pursuant to Resolution #205-2024, to provide $10,000.00 to Organization for their FUSUS grant program; and

WHEREAS, the services pursuant to the previous Purchase of Service Agreement where not provided, and Organization did not expend the aforementioned $10,000.00; and

WHEREAS, LFUCG and Organization now desire to utilize the $10,000.00 previously provided to Organization as part of the payment under this Agreement.

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 the Effective Date and shall last until LFUCG provides final payment to Organization unless terminated by LFUCG at an earlier time.

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

a. Exhibit "A" – Downtown Lexington Partnership, Downtown Development Strategic Analysis & Overview

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

3. SCOPE OF SERVICES. Organization shall contract with Commonwealth Economics Partners, LLC to perform the services outlined in Section I of the attached document, labeled Exhibit "A" – Downtown Lexington Partnership, Downtown Development Strategic Analysis & Overview for LFUCG in a timely, workmanlike and professional manner (the "Services").

4. PAYMENT. LFUCG shall pay Organization a total amount not to exceed Twenty-Five Thousand Dollars and Zero Cents ($25,000.00) for the performance of the Services. LFUCG and Organization acknowledge that Organization received Ten Thousand Dollars and Zero Cents ($10,000.00) under a previous contract with LFUCG, which shall now be used as compensation under this Agreement. The remaining sum, not to exceed Fifteen Thousand Dollars and Zero Cents ($15,000.00), shall be paid in one lump sum, only after receipt of the Final Report and invoice. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

a. LFUCG shall make payment under this Agreement upon receipt of the Final Report and timely submission of an invoice(s) from Organization specifying that the Services have been performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for the Services performed to date. LFUCG shall have thirty (30) days from the date of receipt of the Final Report and invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that the Services performed or materials provided for the Services are 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. 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 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, 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.

6. REPORTING. Organization shall provide LFUCG with timely reports and updates related to the provisions of the Services in the form and manner reasonably specified by LFUCG. Organization shall provide LFUCG with a final report containing the information as detailed in Section I of Exhibit A (the "Final Report"). The Final Report and the final invoice shall be provided to LFUCG by April 30, 2026.

7. 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.

8. INSURANCE; INDEMNITY.

a. At all times relevant to the performance of this Agreement, Organization shall maintain insurance coverages in at least the following amounts, which shall be properly filed and approved by the Kentucky Department of Insurance. Evidence of such coverage shall be made available to LFUCG upon request. General Liability ($1 million per occurrence, $2 million aggregate or $2 million combined single limit); Commercial Automobile Liability (combined single, $1 million per occurrence) only if Organization utilizes automobiles in the performance of this Agreement; (if applicable) Professional Liability ($1 million per occurrence, $2 million aggregate); Worker's Compensation (Statutory); and Employer's Liability ($1 million).

b. Organization shall indemnify, defend and hold harmless LFUCG and its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, 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 Organization's performance of, or breach of this 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 Organization or

its officials, employees, or agents; and (b) not caused solely by willful misconduct of LFUCG.

c. Organization understands and agrees that its obligation to defend LFUCG includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Organization's expense, using attorneys approved in writing by the LFUCG, which approval shall not be unreasonably withheld.

d. Organization further understands and agrees that its obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, all environmental cleanups and remediation costs of whatever kind, and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Organization and LFUCG, and damage to, or destruction of, any property, including the property of LFUCG.

e. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.

f. Organization understands that LFUCG is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

9. 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.

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

11. 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.

12. 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.

13. 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.

14. 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.

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

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

17. 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.

18. 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.

19. 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.

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

For Organization:

Downtown Lexington Corporation d/b/a Downtown Lexington Partnership
333 West Vine Street, Suite 206
Lexington, Kentucky 40507
Attn: Allen McDaniel, Executive Director

For Government:

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Attn: Kevin Atkins, Chief Development Officer

21. 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.

22. 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.

[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, MAYOR

ATTEST:

_____
Clerk of the Urban County Council

DOWNTOWN LEXINGTON
CORPORATION d/b/a DOWNTOWN
LEXINGTON PARTNERSHIP

BY: Jennifer Taylor
Jennifer Taylor, Board Chair

_____
ATTEST: Allen McDaniel

_____
WITNESS:
DATE: 11/10/25

EXHIBIT "A"

Downtown Lexington Partnership, Downtown Development Strategic Analysis & Overview

4919-7597-4515, v. 1

EXHIBIT A

Commonwealth Economics

Downtown Lexington Partnership

Downtown Development Strategic Analysis & Overview

Submitted to:

Downtown Lexington Corporation

Submitted by:

Commonwealth Economics Partners

October 2025

October 8, 2025

Dear Mr. McDaniel:

Thank you for the opportunity to provide strategic consulting services to the Downtown Lexington Corporation ("Client" or "DLP") related to the analysis of downtown development initiatives and governance ("Project"). Commonwealth Economics Partners, LLC ("Commonwealth Economics" or "CE") is a leader in providing economic consulting and quantitative services to state and local governments, quasi-governmental agencies, higher education, and private developers.

Commonwealth Economics routinely develops economic impact studies, market analyses, fiscal assessments, and feasibility studies for our clients. Additionally, Commonwealth Economics has helped clients successfully obtain over $2.5 billion in federal, state, and local incentives. CE frequently advises cities, counties, and private developers, with particular focus on evaluating the feasibility and structure of development initiatives. We have been engaged to provide analysis and ongoing project work in Lexington, Louisville, Owensboro, Fort Mitchell, Ashland, Newport, Somerset, Paducah, and other cities across the Commonwealth. CE was founded in 2007 and has advised over 150 clients.

I. PLAN OF ACTION

Commonwealth Economics agrees to work with DLP and the Lexington-Fayette Urban County Government ("LFUCG") to complete a comprehensive analysis of development initiatives and related governance specific to Downtown Lexington, carried out in the following recommended phases:

Phase One: Project Initiation

- Kickoff meeting with DLP and LFUCG officials to establish goals, schedule, deliverables, and lines of communication.
- Review zoning codes, incentive programs, land-use plans, and relevant city data.

- Identify key sites and corridors in Lexington's downtown to serve as representative case studies for evaluating policy and governance approaches.

Phase Two: Governance & Policy Research

- Conduct interviews with local developers, construction firms, landowners, and government officials to identify key barriers and opportunities to downtown development, investment, and beautification
- Study peer cities' downtown development and revitalization programs, with particular focus on:
    - Public-private coordination models (e.g., Downtown Development Liaisons, Economic Development entities, etc.)
    - Regulatory streamlining (e.g., expedited permitting, zoning overlays)
    - Downtown-specific incentive programs (e.g., grants, revolving loan funds, tax incentives, etc.)
    - Pro-development tax policy and land-use reform
- Interview peer city officials for additional insights.
- Assess Lexington-specific downtown development constraints such as parking minimums, zoning barriers, permitting delays, and historic preservation rules.

Phase Three: Distill Research

- Synthesize lessons from peer cities.
- Identify organizational structures (e.g., advisory boards, inter-agency teams) to enhance downtown development, including estimated staffing, experience, and salaries based on similar roles in peer cities.
- Build case studies on other U.S. cities with comparable downtown contexts, including:
    - Successful revitalization efforts and the policies that drove them
    - Unsuccessful efforts, with analysis of where they went wrong
- Host a mid-project stakeholder workshop to validate findings and ensure alignment.

Phase Four: Governance Strategy & Focus Areas

- Outline potential leadership role(s) and relation to Lexington's city agencies, local business groups, property owners, and community organizations in a unified downtown strategy.
- Develop strategies to ensure long-term coordination and implementation, including staffing, reporting structures, and communication.
- Identify key areas of focus, including:
    - Organizational models for downtown management
    - Non-financial incentives and programmatic support
    - Partnerships with local institutions (e.g., universities, major employers)
    - Business attraction and office revitalization
    - Downtown development promotion and coordination, including that of both affordable and workforce housing
    - Zoning and regulatory considerations
        - Provide suggestions for implementation, administrative review, and expected outcome analysis.
- Recommend engagement and accountability tools such as public dashboards, feedback mechanisms, and cross-sector working groups.

Phase Five: Final Report and Presentation

- Deliver a comprehensive final report detailing the findings, case studies, and implementation considerations for Lexington's downtown, including a clear recommendation as to the need for additional organizational support and suggestions for implementation.
- Facilitate a stakeholder presentation to review findings, answer questions, and gather feedback for refinement and implementation planning.

II. FEES AND COMPENSATION

Compensation payable to Commonwealth Economics for all services rendered pursuant to this Agreement shall be as follows:

A. If the Client decides to pursue services as described in Section I:

A flat fee of $25,000.00 to conduct research and complete the Final Report

$10,000.00 due upon execution of this Agreement

$7,500.00 due upon completion of Phase 3

$7,500.00 due upon completion of Phase 5

B. Any direct expenses incurred, such as a trip to Frankfort and/or printing expenses related to presentations, shall be reimbursed by the Client. All expected expenses above $200.00 must be pre-approved by the Client.

C. Payment shall be due within 15 days pursuant to an invoice presented monthly and such invoice shall indicate a description of any out of pocket and third-party expenses incurred over the prior month.

III. DURATION

A. This Agreement shall be considered a professional service contract, which shall commence on the date the last party executes this Agreement and shall continue until notified of cancellation by either party as provided in the following section.

B. This Agreement may be terminated by either party by submitting thirty (30) days written notice to the non-terminating party of such intent to terminate. In the event of termination, payment for services rendered up to and including the date of termination shall be based upon the work completed at the rates and conditions identified in this Agreement.

C. Upon notice of termination, Commonwealth Economics shall immediately discontinue performance of the service to the extent specified in the notice.

D. Execution of this Agreement shall constitute written notice to proceed.

IV. EMPLOYER/EMPLOYEE RELATIONSHIP

It is expressly understood that NO employer/employee relationship is created by this Agreement, nor does it cause Commonwealth Economics to be an officer or official of the Client. Commonwealth Economics shall at all times be acting as an independent contractor in all matters related to this Agreement and shall have no authority to act as agent of the Client and shall not hold itself out as such. By executing this Agreement, the parties hereto certify that its performance will not constitute or establish a violation of

any statutory or common law principle pertaining to conflict of interest, nor will it cause the unlawful benefit or gain to be derived by either party.

V. *CONFIDENTIALITY*

Any reports, information, data, etc., provided to, prepared, or assembled by Commonwealth Economics shall be kept confidential and shall not be made available by Commonwealth Economics to any individual or organization without the prior written approval of the Client. All documents, including but not limited to; studies, surveys, reports, date notes, computer files, and files and other documents prepared, developed or discovered in connection with providing any services under this Agreement, shall become the property of the Client. The provisions of this section shall survive any termination of this Agreement.

VI. *LIMITATIONS & DISCLAIMER*

It is expressly acknowledged that Commonwealth Economics cannot guarantee the performance or success of any proposed project, bond issue, loan, grant or the ability to obtain funding from any source. Furthermore, Commonwealth Economics cannot guarantee: the availability of funds or a specified rate of return on any investment; the market value of any security; the future value of any investment or real property; the performance of any investment manager, advisor, municipal advisor, custodial firm, or any other third-party consultant.

The services provided by Commonwealth Economics are based upon certain projections, judgments, and assumptions, in certain cases provided by third parties, for which Commonwealth Economics cannot guarantee. Circumstances may occur over the life of the contract and Project that are counter to the assumptions, projections, and judgments and may affect the realized value from the Project. Further, projections made and used are for multi-year periods; the results for individual years may vary significantly from forecasted values and there is no assurance that the actual impacts and revenues received will be sufficient to justify the proposed project or to repay any obligations, including TIF or IRB Bonds, which may be associated with the Project. Additionally, documents issued in "Draft" form shall not be shared outside of the working group or utilized to discuss the Project with potential investors, governmental officials, in any application whatsoever or other similar purposes.

The parties acknowledge that Commonwealth Economics is not acting as a Municipal Advisor as defined by Section 15B of the Securities and Exchange Commission Act of 1934 to the Client or Lexington-Fayette Urban County Government. Additionally, Commonwealth Economics is not providing advice or a recommendation with respect to any municipal financial product or the issuance of municipal securities, including with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues to the Client or Lexington-Fayette Urban County Government.

The parties further acknowledge that Commonwealth Economics has not agreed with the Client or Lexington-Fayette Urban County Government, in this Agreement or any other agreement, verbal or written, to offer or sell any security, act as an underwriter, placement agent, broker-dealer or market-maker in any security. The compensation paid to Commonwealth Economics herein is not, and shall not be construed as, compensation for the offer or sale of any security or for the purpose of underwriting, making a market or acting as a broker-dealer or placement agent in any security, or the submission of an application to make a market in any security.

Commonwealth Economics Partners, LLC ("CE") is not a law firm and any information or materials provided by CE verbally, in writing or on its website is NOT intended to constitute legal advice. No reader or user of CE provided materials should act or refrain from acting on-the-basis of information provided by CE without first seeking legal advice from their counsel in the relevant jurisdiction. Only your individual attorney(s) can provide assurances that the information provided by CE is appropriate for the user's particular situation. Information provided by CE is general in nature and may not constitute the most up-to-date legal or other information. All liability with respect to actions taken or not taken based upon information provided by CE is hereby expressly disclaimed.

****

If this proposal meets your approval, please indicate by signing in the appropriate space below. Should you have any questions please feel free to contact me at (859) 246-3060.

Sincerely,

John R. Farris

Client Signature:_____

Title:_____

Date:_____

CE Signature:_____

Title:_____

Date:_____

Commonwealth Economics Partners, LLC

John R. Farris

John Farris founded Commonwealth Economics in 2007 and is President and Managing Partner of the company. He served as an economist at the Center for Economics Research at the Research Triangle Institute, as well as a senior economics consultant with both the World Bank and the International Finance Corporation. From 2006 to 2007, Mr. Farris served as Secretary of the Finance and Administration Cabinet for the Commonwealth of Kentucky.

Mr. Farris received a full-tuition fellowship to study economics and finance at the Woodrow Wilson School at Princeton University, where he was awarded a Master's Degree. Before attending Princeton, Mr. Farris studied economics and philosophy at Centre College, from which he graduated Phi Beta Kappa.

Casey R. Bolton

Casey Bolton is a Partner at Commonwealth Economics. Mr. Bolton has specialized in various forms of economic analysis, including managing a number of feasibility analyses and economic and fiscal impact studies since joining CE in 2009. Mr. Bolton has conducted feasibility analyses and impact studies for a wide variety of businesses and development projects and has guided several of them through the approval process towards receiving millions of dollars in funding. Mr. Bolton has experience in dealing with various forms of economic incentive programs at both the State and Federal level, especially Tax Increment Financing, and has been involved in the analysis and structuring of a variety of public-private partnership project delivery models throughout the region. Mr. Bolton also has experience working with early-stage companies to develop business plans, scenario-based financial models, pitch books, and offering documents in order to raise capital.

Mr. Bolton received his Bachelor of Science degree in Financial Economics with a minor in Political Economy from Centre College in Danville, Kentucky.

Haddon V. Alford

Haddon Alford is a Partner at Commonwealth Economics. Mr. Alford is responsible for working with clients to ensure Projects remain in financial and operational compliance with Local, State and Federal economic incentive programs such as: Local Tax Increment Financing; Mixed-Use & Signature Tax Increment Financing; Tourism Development Program; Project Development Incentive Grants; and others.

Mr. Alford also assists clients whose projects have significant debt-structured financing components and debt issuance(s), particularly related to respective incentive packages. In conducting continual analyses of Project performance throughout the development process, Mr. Alford ensures Projects meet contractual and statutory requirements, which has resulted in the realization of tens of millions of recoverable dollars.

Before joining Commonwealth Economics, Mr. Alford worked in Congressional Politics and, prior to that, assisted in product feasibility analysis in the steel manufacturing industry. Mr. Alford earned a Bachelor of Science degree in Finance and a Bachelor of Science degree in Marketing from the Darla Moore School of Business at the University of South Carolina with a minor in Political Science.

Spencer C. Stewart

Spencer Stewart serves as an Associate at Commonwealth Economics and joined the firm in January 2024. He currently assists in a variety of functions with both private and public clients, conducts internal research, and applies findings to concepts of economic development and related programs to help clients analyze and guide their projects toward success.

Before joining CE, Mr. Stewart founded an agricultural startup and ran this business for three years before it was acquired in 2023 by a national competitor. Mr. Stewart earned a Bachelor of Science in Economics at Washington University in St. Louis with minors in Political Science and History.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1084-25

File ID:	1084-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Environmental Services
				File Created:	11/12/2025
File Name:	Change Order to Tetra Tech contract for the Haley Pike Landfill Leachate Treatment System Improvements Project			**Final Action:**	

Title: Authorization to execute Change Order No. 1 with Tetra Tech, Inc. (Reso. 649-2023), in the amount of $177,600 for Year 1 post-construction operations and maintenance services at the Haley Pike Landfill, increasing the contract price from $743,000 to $920,600. Budget amendment in process. (L1084-25)(Carey/Albright)

Notes: RIO 11/13/2025. MS

Sponsors:		**Enactment Date:**	
Attachments:	bluesheet memo Tt HPLF CO1 Year 1 OandM, Change Order Form Signed3, Location Map	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Jennifer Carey	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 1084-25

Title

Authorization to execute Change Order No. 1 with Tetra Tech, Inc. (Reso. 649-2023), in the amount of $177,600 for Year 1 post-construction operations and maintenance services at the Haley Pike Landfill, increasing the contract price from $743,000 to $920,600. Budget amendment in process. (L1084-25)(Carey/Albright)

Summary

Authorization to execute Change Order No. 1 with Tetra Tech, Inc. (Reso. 649-2023), in the amount of $177,600 for Year 1 post-construction operations and maintenance services at the Haley Pike Landfill, increasing the contract price from $743,000 to $920,600. Budget amendment in process. (L1084-25)(Carey/Albright)

Budgetary Implications [select]: Yes
Advance Document Review:

Law: {Yes, Completed by David Barberie, 11/12/2025}

Risk Management: {No}

Fully Budgeted [select]: Budget Amendment 14004 in process
Account Number: 4121-313201-3092-71205
This Fiscal Year Impact: $177,600
Annual Impact: $
Project:
Activity:
Budget Reference:
Current Balance: BA in process

MAYOR LINDA GORTON

LEXINGTON

JENNIFER M. CAREY, P.E.
DIRECTOR
ENVIRONMENTAL SERVICES

TO: Mayor Linda Gorton
Urban County Council

FROM: Jennifer M. Carey
Jennifer M. Carey, P.E., Director
Division of Environmental Services

DATE: November 10, 2025

SUBJECT: Authorization to execute Change Order No. 1 with Tetra Tech, Inc., for RFP #44-2023 Haley Pike Landfill Leachate Treatment System Improvements

---

Request
The purpose of this memorandum is to request Council authorization for the Mayor to execute Change Order No. 1 with Tetra Tech, Inc., in the amount of $177,600 for Year 1 leachate treatment system operation and management (O&M) at the Haley Pike Landfill, increasing the contract price from $743,000 to $920,600.

Why are you requesting?
Council authorized approval to execute a Professional Services Agreement with Tetra Tech, Inc. (R-649-2023) for design services for the Leachate Treatment System Improvements Project at the Haley Pike Landfill. As outlined in RFP #44-2023, LFUCG requested a cost estimate to provide one year of post-construction leachate treatment system operation and maintenance services. The treatment system construction will be completed at the end of 2025, and Year 1 O&M services are desired for calendar year 2026. On October 23, 2025, Tetra Tech, Inc. provided an updated estimate for system oversight. This updated estimate includes system operations assistance, process sampling and analysis, and sediment accumulation tracking in the equalization basin.

What is the cost in this budget year and future budget years?
The cost for FY26 is $177,600.

Are the funds budgeted?
A budget amendment is in process to fully fund the Year 1 O&M in 4121-313201-3092-71205.

File Number: 1084-25

Director / Commissioner: Carey / Albright

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
CONTRACT CHANGE ORDER
Page 1 of 2

Date:	**November 7, 2025**	
Project:	Haley Pike Landfill	
Location:	Lexington KY	

To (Contractor):
Tetra Tech, Inc.
Attention: Herbert R. Lemaster, P.E.
424 Lewis Hargett Circle, Suite 110
Lexington, Kentucky 40503

Contract No.	#344-2023	
Original Contract Amt.	$743,000.00	
Cumulative Amount of Previous Change Orders	$0.00	
Percent Change - Previous Change Orders		0.00%
Total Contract Amount Prior to this Change Order	$743,000.00	
Change Order No.	1	

You are hereby requested to comply with the following changes from the contract plans and specification;

Current Change Order

Item No.	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price	
1	System Operation Assistance	$0.00	$122,100.00	
2	Process System Sampling	$0.00	$41,100.00	
3	EQ Basin Sediment Accumulation Quarterly Tracking	$0.00	$14,400.00	
4				
5				
6				
7		$0.00	$0.00	
8		$0.00	$0.00	
	Total decrease	$0.00		
	Total increase		$177,600.00	
	Net Amount of this Change Order	$177,600.00		
	New Contract Amount Including this Change Order	$920,600.00		
	Percent Change - This Change Order			23.90%
	Percent Change - All Change Orders			23.90%

The time provided for the completion in the contract and all provisions of the contract will apply hereto.

Recommended by: Sarah Donaldson	(Project Manager)	Date 11-11-2025
Reviewed / Accepted by: Herbert R. Lemaster	(Consultant)	Date 11-11-2025
Accepted by: NA (Consultant Only)	(Contractor)	Date
Approved by: Jennifer M. Carey	(Director)	Date 11/11/25
Approved by: Nancy Albright	(Commissioner)	Date 11/12/25
Approved by:	(Mayor or CAO)	Date

JUSTIFICATION FOR CHANGE	PROJECT: Haley Pike Landfill
	CONTRACT NO. #344-2023
	CHANGE ORDER #: 1

1. On December 7, 2023 (Resolution 649-2023) Council authorized approval to execute a Professional Services Agreement with Tetra Tech, Inc. for services related to the Leachate Treatment System Improvement Project at Haley Pike Landfill. As outlined in RFP#44-2023, LFUCG requested a cost estimate to provide one year of post construction treatment system operation and maintenance services. The treatment system construction will be completed at the end of calendar year 2025. On October 23, 2025 Tetra Tech, Inc. provided an updated estimate for system oversight. This updated estimate includes system operation assistance, process sampling and analysis and sediment accumulation tracking in the equalization basin.

2. Is proposed change an alternate bid? ___Yes __X__No

3. Will proposed change alter the physical size of the project? ___Yes __X_No

   If "Yes", explain.

4. Effect of this change on other prime contractors: N/A

5. Has consent of surety been obtained? ___Yes __X_Not Necessary

6. Will this change affect expiration or extent of insurance coverage? ___Yes _X_No

   If "Yes", will the policies be extended? ___Yes ___No

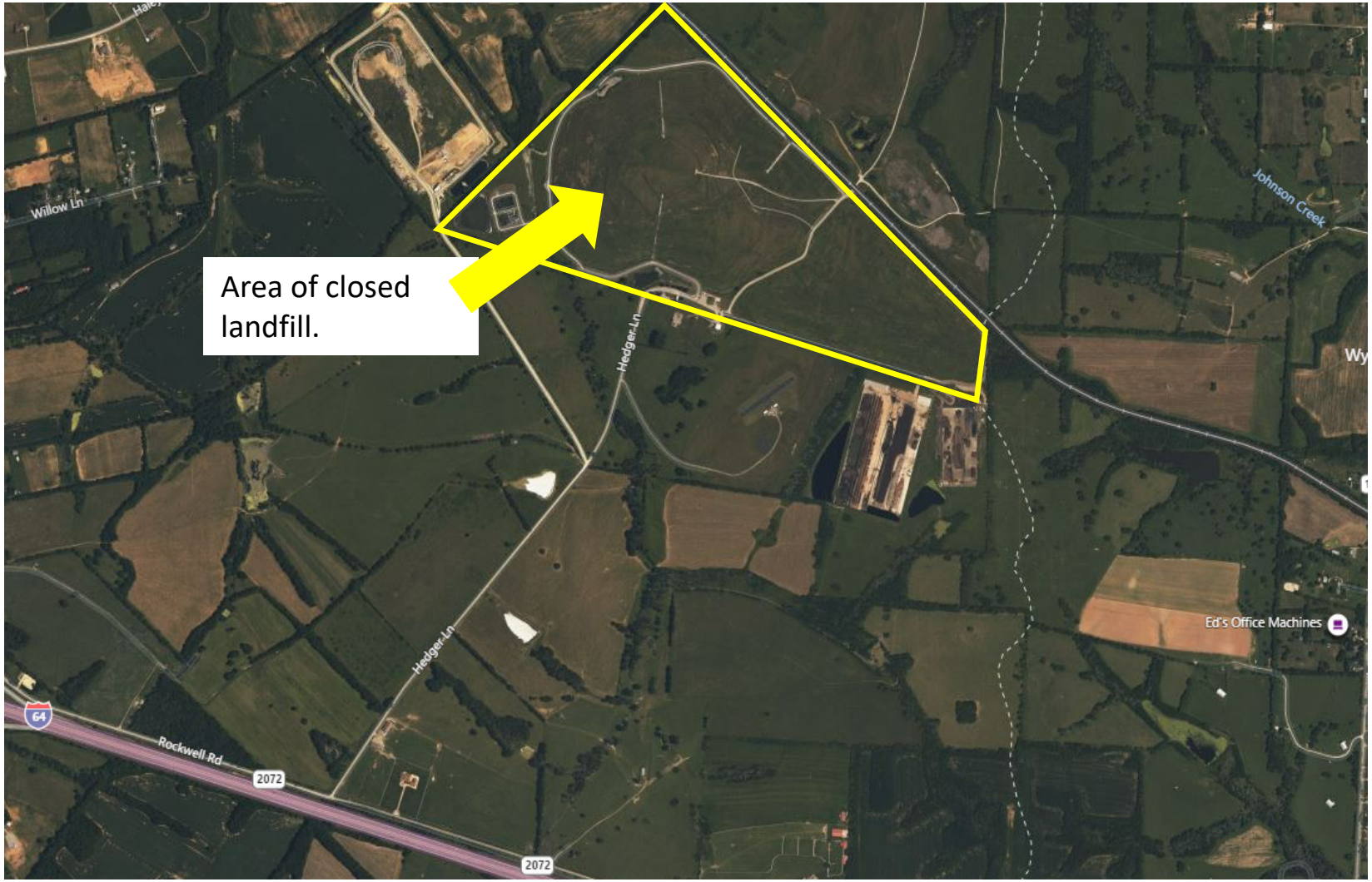
7. Effect on operation and maintenance costs: This is part of the system operation and maintenance.

8. Effect on contract completion date: Contract Completion Estimated to be December 31, 2026.

_____ _____

Mayor Date

Site Location: 4216 Hedger Lane



Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1097-25

File ID:	1097-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Water Quality
				File Created:	11/14/2025
File Name:	KIA Revised Loan Application			**Final Action:**	

Title: Authorization to submit a revised loan application to the Kentucky Infrastructure Authority (KIA) to provide funding for the North Elkhorn Wet Weather Storage Tank Consent Decree Remedial Measures Project. The loan will increase from $8,698,370 to $20,000,000. No budgetary impact. (L1097-25)(Martin/Albright)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	KIA Loan Blue Sheet, NE_WWS_map, R-403-2025	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Christina King/ Charlie Martin	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 1097-25

Title

Authorization to submit a revised loan application to the Kentucky Infrastructure Authority (KIA) to provide funding for the North Elkhorn Wet Weather Storage Tank Consent Decree Remedial Measures Project. The loan will increase from $8,698,370 to $20,000,000. No budgetary impact. (L1097-25)(Martin/Albright)

Summary

Authorization to submit a revised loan application to the Kentucky Infrastructure Authority (KIA) to provide funding for the North Elkhorn Wet Weather Storage Tank Consent Decree Remedial Measures Project. The loan will increase from $8,698,370 to $20,000,000. No budgetary impact. (L1097-25)(Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes Todd Henning 10/31/25

Risk Management: No
Fully Budgeted [select]: N/A
Account Number:
This Fiscal Year Impact: $
Annual Impact: $
Project:
Activity:
Budget Reference:
Current Balance:

MAYOR LINDA GORTON

LEXINGTON

CHARLES H. MARTIN, P.E.
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

FROM: Charles H. Martin, P.E., Director
Division of Water Quality

DATE: October 31, 2025

SUBJECT: KIA Loan Invitation A26-018S
North Elkhorn Wet Weather Storage Tank

Request

The Division of Water Quality is requesting authorization to submit a revised loan application to the Kentucky Infrastructure Authority (KIA) in order to provide funding for the North Elkhorn Wet Weather Storage Tank Consent Decree Remedial Measures project. This revision increases the loan amount from $8,698,370 to $20,000,000.

Purpose of Request

Resolution 403-2025 authorized and directed the mayor to execute and submit a loan application to the Kentucky Infrastructure Authority (KIA). This loan would provide funding for the new North Elkhorn Pump Station and Wet Weather Storage complex, which is a component of the Consent Decree Sanitary Sewer Remedial Measures Plan. The current total project cost is estimated to be $38,567,013.

KIA has offered to increase the loan amount to a total of $20,000,000. The division recommends accepting the revised loan amount to further enhance this favorable capital project funding mechanism.

Project Cost in FY2026 budget year and future budget years

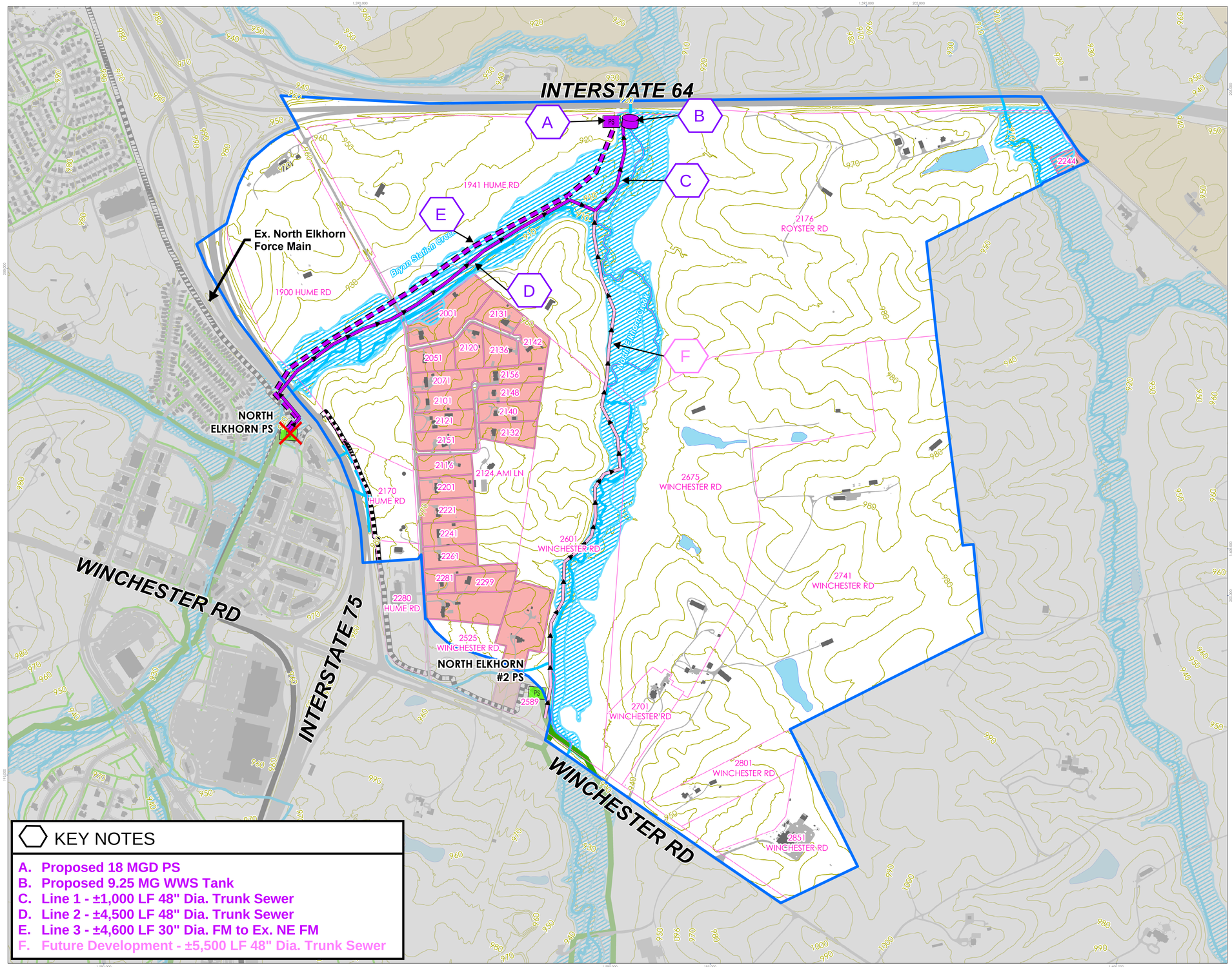
Repayment of the loan at a to-be determined interest rate would be a financial obligation for the duration of the loan, assumed to be 20 years.

Are the funds budgeted

NA – budget would be established if the loan application is approved.

Director/Commissioner

Martin/Albright



KEY NOTES

- **A. Proposed 18 MGD PS**
- **B. Proposed 9.25 MG WWS Tank**
- **C. Line 1 - ±1,000 LF 48" Dia. Trunk Sewer**
- **D. Line 2 - ±4,500 LF 48" Dia. Trunk Sewer**
- **E. Line 3 - ±4,600 LF 30" Dia. FM to Ex. NE FM**
- **F. Future Development - ±5,500 LF 48" Dia. Trunk Sewer**

Figure No.
NE-1

Title
LFUCG - North Elkhorn PS & Wet Weather Storage Tank

Client/Project
Lexington-Fayette Urban County Government
Sanitary Sewer Capacity Plan

Project Location
Lexington, Fayette CO, KY

N

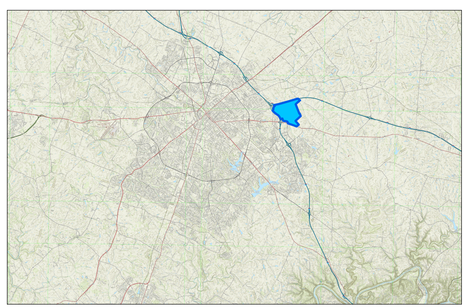
500 0 500 1,000 Feet

1 in = 500 ft at original document size of 22x34

Legend

- Study Area
- Parcel
- Trunk Sewer
- Collector Sewer
- Force Main
- Existing PS / Ex. PS to be Eliminated
- 1% Annual Chance Flood Hazard
- Contour (10')
- PDR Property
- Rural Residential Parcels*
- Rural Settlements
- Waterways
- Waterbodies
- Parks

* Parcels classified as "Rural Residential" are less than or equal to 10 acres in size & are zoned as residential. These parcels are applied WWF based on their acreage but DWF is assumed to be 2 people/acre.



Stantec

Disclaimer: This document has been prepared based on information provided by others as cited in the Notes section. Stantec has not verified the accuracy and/or completeness of this information and shall not be responsible for any errors or omissions which may be incorporated herein as a result. Stantec assumes no responsibility for data supplied in electronic format, and the recipient accepts full responsibility for verifying the accuracy and completeness of the data.

RESOLUTION NO. 403 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT APPLICATION TO THE KENTUCKY INFRASTRUCTURE AUTHORITY (KIA), AND TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THE APPLICATION, FOR A LOW INTEREST STATE REVOLVING FUND LOAN IN THE AMOUNT OF $8,698,370.00, IN ORDER TO PROVIDE FUNDING FOR THE NORTH ELKHORN WET WEATHER STORAGE TANK CONSENT DECREE REMEDIAL MEASURES PROJECT.

WHEREAS, LFUCG proposes to provide upgraded sanitary sewer service for industrial, institutional, commercial, and residential growth in the LFUCG service area; and

WHEREAS, under the terms of Title VI of the Water Quality Act of 1987 (Public Law 100-4) and amendments to KRS 224A, the State is authorized to render financial assistance to eligible project applicants by way of capitalization grants from the U.S. Environmental Protection Agency and State match funds comprising the Federally Assisted Wastewater Revolving Fund (State Revolving Loan Program) established to aid in the construction of wastewater treatment facilities improvements and certain related facilities with consideration for approval to be based on applications submitted through the Kentucky Energy and Environmental Cabinet and the Kentucky Infrastructure Authority; and

WHEREAS, the improvements proposed for construction by LFUCG are considered eligible for such loan assistance.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute and submit an application through the Kentucky Energy and Environment Cabinet and the Kentucky Infrastructure Authority (KIA), with such assurances and required supporting data as is necessary to obtain loan assistance from the Federally Assisted Wastewater Revolving Fund (State Revolving Loan Program) for the proposed wastewater treatment facilities improvements, and to provide any additional information requested in connection with the application, for a low interest State Revolving Fund loan in the amount of $8,698,370.00 in order to provide funding for the North Elkhorn Wet Weather Storage Tank Consent Decree Remedial Measures Project, and is hereby further authorized to carry out necessary negotiations for and

administer the loan assistance the applicant may obtain from the Federally Assisted Wastewater Revolving Fund (State Revolving Loan Program).

Section 2 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: August 28,2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0775-25:JTH:4913-4574-5250, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1105-25

File ID:	1105-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	2	**Contract #:**		**In Control:**	Grants and Special Programs
				File Created:	11/17/2025
File Name:	Request Council authorization for the Mayor to execute a Purchase of Service Agreement, awarded pursuant to RFQ No. 34-2025, with Gresham Smith to develop the Main and Vine Streetscape Plantings & Amenities Redesign Plan at a cost of $116,750.			**Final Action:**	

Title: Authorization to execute a Purchase of Service Agreement, awarded pursuant to RFQ No. 34-2025, with Gresham Smith to develop the Main and Vine Streetscape Plantings & Amenities Redesign Plan at a cost of $116,750. Funds are budgeted. (L1105-25)(Peacher/Scott)

Notes:

Sponsors:

Enactment Date:

Attachments: 26 - Blue Sheet Memo Main+Vine Design, Main Vine Study- Corridors 11.2025.2, BA 13966, Main_Vine_Scope and Fee_ Final_V3 20251113, RFQ 34-2025 Submission_Gresham Smith, RFQ Pkg 34-2025, Gresham Smith Certificate of Insurance

Enactment Number:

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 1105-25

Title

Authorization to execute a Purchase of Service Agreement, awarded pursuant to RFQ No. 34-2025, with Gresham Smith to develop the Main and Vine Streetscape Plantings & Amenities Redesign Plan at a cost of $116,750. Funds are budgeted. (L1105-25) (Peacher/Scott)

Summary

Authorization to execute a Purchase of Service Agreement, awarded pursuant to RFQ No.

34-2025, with Gresham Smith to develop the Main and Vine Streetscape Plantings & Amenities Redesign Plan at a cost of $116,750. Funds are budgeted. (L1105-25) (Peacher/Scott)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, completed by Michael Sanner, 11/17/2025

Risk Management: N/A

Fully Budgeted: Yes

Account Number: 3300-313201-1602-71299 MAIN_VINE_2026 $90,000
3300-313201-1602-71299 BGCF_MN_VN_2026 $26,750

This Fiscal Year Impact: $116,750

Annual Impact: $0

Project: BGCF_MN_VN_2026 and MAIN_VINE_2026

Activity: OTH_GRANT1

Budget Reference: 2026

Current Balance: BGCF_MN_VN_2026 - BA in process
MAIN_VINE_2026 - $90,000.00

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

TO: **LINDA GORTON, MAYOR**
URBAN COUNTY COUNCIL

FROM: **THERESA REYNOLDS, DIRECTOR**
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: **NOVEMBER 14, 2025**

SUBJECT: **Request authorization to execute an agreement with Gresham Smith for professional services to develop the Main and Vine Streetscape Plantings & Amenities Redesign Plan**

Request: Council authorization for the Mayor to execute a Purchase of Service Agreement, awarded pursuant to RFQ No. 34-2025, with Gresham Smith to develop the Main and Vine Streetscape Plantings & Amenities Redesign Plan at a cost of $116,750.

Purpose of Request: The services procured by this RFQ are desired by the Corridors Commission to develop a modern streetscape strategy for updated plantings, lighting, and amenities that reflect current needs, incorporates streamlined input through focused engagement with key downtown stakeholders, and aligns with LFUCG's long-term operations and maintenance (O&M) capacity. The primary focus will be on Main Street and Vine Street between Jefferson Street and Midland Avenue, excluding the Town Branch Commons footprint. Gresham Smith was one of three respondents to RFQ No. 34-2025, and they received the highest score from the selection committee. 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.

What is the cost in this budget year and future budget years? $116,750 is the cost in FY26. No future cost anticipated.

Are the funds budgeted? Yes, 3300-313201-1602-71299 BGCF_MN_VN_2026 and MAIN_VINE_2026

File Number: 1105-25

Director/Commissioner: Peacher/Scott

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT, made and entered into on the _____ day of _____ 2025, 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 Gresham Smith, a Tennessee general partnership, ("Organization" or "Contractor") with offices located at 100 West Main Street, Suite 350, Lexington, Kentucky 40507.

W I T N E S S E T H

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 _____, 2025 and shall last for a period of one year(s) unless terminated by LFUCG at an earlier time.

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

a. Exhibit "A" – RFQ #34-2025 Main & Vine Streetscape Plantings & Amenities Redesign Plan
b. Exhibit "B" – Certificate of Insurance
c. Exhibit "C" – Proposal Response to RFQ #34-2025
d. Exhibit "D" – Scope of Services and Fee

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

3. SCOPE OF SERVICES. Organization shall perform the services outlined in the attached Exhibit "D" – Scope of Services for LFUCG (the "Services").

4. PAYMENT. LFUCG shall pay Organization a total amount not to exceed one hundred sixteen thousand seven-hundred and fifty dollars ($116,750) for the performance of the Services. Payments shall be made monthly for expenditures the Organization actually incurred, only after receipt of monthly invoices. Such payments shall be made as work progresses based on expenditure of effort. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose

without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

a. LFUCG shall make payment under this Agreement upon timely submission of an invoice(s) from Organization specifying that the Services have been performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for the Services performed 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 the Services performed or materials provided for the Services are 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. 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 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.

6. REPORTING. Organization shall provide LFUCG with timely reports and updates related to the provisions of the Services in the form and manner reasonably specified by LFUCG and outlined within Exhibit "D".

7. 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.

8. INDEMNITY AND INSURANCE.

INDEMNITY:

(1) To the extent permitted by law, Organization shall indemnify and hold LFUCG harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts, errors or omissions of Organization, its employees and its other consultants in the performance of professional services under this Agreement. Organization's obligation to indemnify and hold harmless LFUCG and its elected and appointed officials and employees does not include a duty to provide upfront defense.

(2) Other than claims arising out of the performance of professional services and to the extent permitted by law, Organization shall indemnify, defend and hold LFUCG and LFUCG's elected and appointed officials and employees harmless from and against liability for claims, suits, or actions of any kind where such liability arises out of or is in connection with the personal negligent acts or willful misconduct of this Agreement by Organization or any individual or entity for whom Organization bears legal liability and which results in bodily injury to any individual or entity (including the employees or officers of the Architect) or for property damage.

(3) To the fullest extent permitted by law, Organization's total liability to LFUCG and anyone claiming by, through, or under LFUCG for any cost, loss, or damages caused in part by the negligence of Organization and in part by the negligence of LFUCG or any other negligent entity or individual, shall not exceed the percentage share that Organization's negligence bears to the total negligence of Organization, LFUCG, and all other negligent entities and individuals. It is intended that Organization shall not be responsible for the negligence or willful misconduct activities of LFUCG's, or those of its elected officials, employees or others for whom LFUCG is responsible, with regard to any claim.

(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. Organization acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

INSURANCE: Organization shall maintain the following for the duration of this Agreement:

Coverage	Limits

General Liability	$1 million per occurrence, $2 million aggregate
Auto Liability	$1 million combined single limit
Worker's Compensation	Statutory
Employer's Liability	$100,000
Excess/Umbrella Liability	$1 million per occurrence
Professional Liability	$1 million per claim

The policies above shall contain the following conditions:

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

b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.

c. The General Liability Policy shall include Premises and Operations coverage unless it is deemed not to apply by LFUCG.

d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of $1 million unless it is deemed not to apply by LFUCG.

e. The Policy shall include Umbrella/Excess Liability coverage in the amount of $1 million per occurrence, $1 million aggregate, unless it is deemed not to apply by LFUCG.

f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

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

Right to Review, Audit and Inspect: Organization 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.

9. 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 upon payment in full of all monies owed Organization. Organization shall not be held liable for reuse of documents or modifications thereof by LFUCG or its representatives for any purpose other than the original intent of this Agreement without written authorization of Organization.

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.

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

11. 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.

12. 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.

13. 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.

14. 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.

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

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

17. 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.

18. 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.

19. 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.

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

For Organization:

Gresham Smith
100 West Main Street, Suite 350
Lexington, Kentucky 40507
Attn: Louis Johnson

For Government:

Lexington-Fayette Urban County Government

200 East Main Street
Lexington, Kentucky 40507
Attn: Jennifer Carey

21. 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.

22. 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.

23. DISPUTE RESOLUTION. LFUCG and Organization agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Organization shall continue to perform services for the Project and LFUCG shall pay for such services during the dispute resolution process unless LFUCG issues a written notice to suspend work. Causes of action between the parties to this Agreement shall be deemed to have accrued and the applicable statutes of repose and/or limitation shall commence not later than the date of substantial completion.

24. FORCE MAJEURE. Organization shall not be liable for any damages caused by any delay that is beyond Organization's reasonable control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

25. INSURANCE AND LIABILITY. Organization shall maintain the insurance, coverage limits, and insurance conditions required in Section 8 herein during the period of service. LFUCG will be included as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

26. STANDARD OF CARE. Services provided by Organization under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Organization makes no warranty or guaranty, either express or implied. Organization will not be liable for the cost of any omission that adds value to the Project. Organization's standard of care shall not be altered by the application, interpretation or construction of any other provision of this Agreement.

27. SUSPENSION OF WORK. LFUCG may suspend services performed by

Organization with cause upon seven (7) days written notice. Organization shall submit an invoice for services performed up to the effective date of the work suspension and LFUCG shall pay Organization all outstanding invoices within thirty (30) days. If the work suspension exceeds sixty (60) days from the effective work suspension date, Organization shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

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, MAYOR

ATTEST:

_____
Clerk of the Urban County Council

GRESHAM SMITH

BY: _____
LOUIS JOHNSON, PLA, ASLA

DATE: _____

EXHIBIT "A"

RFQ #34-2025 Main & Vine Streetscape Plantings & Amenities Redesign Plan

EXHIBIT "B"

Certificate of Insurance

EXHIBIT "C"

Proposal Response to RFQ #34-2025

EXHIBIT "D"

Scope of Services and Fee

Search in Menu

LFUCG Budget Amendment Request Form

New Window | Help | Personalize Pag

Requester: Willis,Desiree **Date:** 10/20/2025 **Status:** Pending Approval **Amend Nbr:** 13966

Business Unit: LFUCG **Journal Date:** 10/20/2025 **Budget Period:** 2026 **Bid:** ☐ **Admin Review:** ☐

Personnel, Operating & Capital Accounts

Personalize | Find | View All | First 1 of 1 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3300	313201	1602	71299	Prof Svc - Other	150,000.00	JCAREY	055143	

Revenue Accounts

Personalize | Find | View All | First 1 of 1 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3300	313201	1602	46750	Grant Revenue - Other	150,000.00	JCAREY	055143	

Project/Grant Revenue

Personalize | Find | View All | First 1 of 1 Last

Fund	Dept ID (WF)	Section	Account	Bud Ref	PC Bus Unit	Project	Activity	Amount	Division	Department	Journal ID

Project/Grant Expenditures

Personalize | Find | View All | First 1 of 1 Last

Fund	Dept ID (WF)	Section	Account	Bud Ref	PC Bus Unit	Project	Activity	Amount	Division	Department	Journal ID

Comments:

To establish grant budget for the BGCF award for Main and Vine, BGCF_MN_VN_2026.

Net Amend Amt: 0.00

Save | Previous in List | Next in List | Add

Gresham Smith

Main & Vine Streetscape Plantings & Amenities Redesign Plan: Scope of Work

Gresham Smith is pleased to present this proposal for Main & Vine Streetscape Plantings & Amenities Redesign Plan. The project scope as defined by the RFP includes Main and Vine Streets, excluding the Town Branch Commons footprint, between Jefferson Street and Midland Avenue, as well as excluding Vine Street from the transit center east to Midland, see Exhibit A The scope and fee proposal for the project is outlined below.

Task 1: Inventory and Analysis

Document existing conditions for plantings, lighting, furnishings, and other streetscape elements. Identify areas of deterioration, inconsistency, and opportunity, noting high-priority maintenance or replacement needs.

- Conduct an inventory of each corridor, documenting key features such as plantings, street furnishings, and lighting.
- Conduct up to 2 field visits to collect site specific data.
- Map inventory and existing conditions with field collected data and publicly available data.
- Draft initial analysis that identifies high-level strategies and priority locations for streetscape improvements to use for stakeholder feedback.

Task 1 Deliverables:
Existing Conditions Document PDF and GIS files
Analysis Document PDF

Task 1 Meetings:
Project Client Kick-off
Gresham will conduct bi-weekly 30-minute progress calls with the Client, for a total of up to 4 calls

Task 1 Fee: $30,750

Task 2: Stakeholder and Staff Engagement

- The project team will review stakeholder lists informed by the ongoing Downtown Master Plan and with the Client, finalize a list of key stakeholders, civic leaders, business representatives, property owners, and commission members to be engaged in this process.
- The Project team will prepare for and lead a one-day stakeholder workshop to validate findings from Task 1. The workshop will include a half-day Corridor Walk Audit that will help participants assess trade-offs among draft strategy priorities and up to three stakeholder meetings
- Key stakeholder meetings should include the anticipated following focus groups:

  - Planting: Various LFUCG staff that regularly maintain beds, trees, and tree lighting
  - Street Safety: Lextran, KYTC and LFUCG staff to discuss impacts of plantings, amenities, and lighting on ROW
  - Maintenance and Implementation: DES and Parks and Recreation focused on responsibility, maintenance strategies and implementation
  - Downtown Business and Property Owners: Attend standing meeting with downtown business and property owners
- The team has provided optional scope to prepare for and canvas at local downtown businesses (1 day), which is not included in the base scope.

Task 2 Deliverables:
Engagement Summaries PDF

Task 2 Meetings:
- Client meeting focused on preparation for Stakeholder Workshop
- One-day workshop that includes up to three stakeholder meetings and half day of walk audit.
- Up to 4 stakeholder meetings for ongoing coordination, including recurring downtown stakeholder meeting set up by LFUCG Planning.

Task 2 Fee: $29,500

Task 3: Design Development & Deliverables

Based on inventory and analysis along with stakeholder feedback from Task 2 workshops, the consultant will develop recommendations. The recommendations will focus on three primary areas: planting, lighting, and street furnishings. Task 3.1 will develop preliminary recommendations and task 3.2 will develop the final project documentation.

3.1 Preliminary Recommendations
Initial concepts will be prepared for client team and stakeholders for feedback.
- Draft concept material palette alternatives that provide a variety in cost, scale, and aesthetic, offering flexible solutions to landscape and furnishings including planters.
- Use precedent images and diagrams to help visualize the potential improvements.
- These deliverables will be presented for client team feedback and to the Corridors Commission for feedback. After receiving feedback from both the Corridors Commission and the Client, the Project team will develop the final recommendations report.

3.2 Final Recommendations Report
- Prepare Final Recommendations Report. Final report will briefly summarize findings from inventory and analysis (task 1), stakeholder input (task 2), and final recommendations (task 3), resulting in a cohesive, implementable roadmap.

  - Report will include typical planting layout plans with plant schedules, a map/diagram illustrating the recommended locations for plantings, and furnishings, with product specifications, maintenance and warranties. These will not be signed and sealed construction documents.
  - Final recommendations for lighting and furnishings will be included in the report as well as a map identifying where these furnishings could be placed along with product specs, maintenance and warranty information.
  - The Project team will work with the client to develop a phasing and priority implementation recommendation plan based on high level cost estimate and available city funds.
- Design solutions will include up to three typical planting solutions for each type of planting area; bioswale, plant bed, planter/hanging basket. These are intended to be replicable throughout the corridors in a uniform fashion with minimum site-specific design.

Task 3 Deliverables:
Concept Material Palette Alternatives
Final Recommendations Report including the typical plans/diagrams, product specifications provided by manufacturers, typical maintenance regime and implementation phasing

Task 3 Meetings:
Gresham will conduct bi-weekly 30-minute progress calls with the Client, for a total of up to 8 calls

Task 3 Fee: $56,500

Total Base Fee: $116,750 lump sum

Below are optional tasks that support the base scope of work:

Optional Task A: Business Canvassing Day

- Prepare for and canvas at local downtown businesses (1 day)

Optional Task A Fee: $4,850

Optional Task B Quick-Build Project Menu

Street Plans will collaborate during the inventory phase to assess the corridor from a safety perspective and identify quick build opportunities. The team will take three safety recommendations to develop a more detailed description and visualization of three near-term Quick-Build public realm and safety enhancement projects. The menu will include the following elements for each project:

- Project description and precedent
- 2-D diagram (Auto-CAD)
- Project budget profile

- Project delivery timelines
- Key partner identification
- Coordination with KYTC
- Recommended project materials, keyed into desired project duration

Each Quick-Build project will be designed to key into ongoing capacity and workflows led by LFUCG, Downtown Lexington Partnership, and other community and state partners, like KYTC.

Deliverables:

- Quick-Build Project Toolkit

Optional Task B Fee: $35,570

Optional Task C: Demonstration or Quick-Build Pilot Project

A demonstration projet (two to thirty day duration) or a more durable "Quick-Build" pilot project (six months to two years) would allow direct engagement with KYTC, key stakeholders, and the public to validate Task 3 recommendations and assess the feasibility of proposed safety and public realm improvements along Main and Vine Streets. The project, to be scoped separately, would also be used to evaluate multiple design elements, materials, and implementation/maintenance procedures that could be to inform a district or citywide rapid response Quick-Build program.

- Plan and design a tactical pop-up demonstration or Quick-Build pilot project, such as a temporary safety improvement, planting installation, or public realm focused feature. The goal of the selected project is to be cost-effective while delivering high engagement impact. Depending on the final chosen project, it is intended that implementation will be handled by the consultant, in close coordination with LFUCG staff.
- The demonstration or Quick-Build project may be aligned with a major seasonal attraction or significant downtown event to maximize visibility and community engagement,
- Bringing design concepts to life in a tangible way, helping the community visualize how the proposed recommendations might function in practice and be scaled across the study area and further across Lexington.
- Utilize project to vet a larger project or program, including design elements, project delivery process, evaluation, and maintenance/stewardship.

Deliverables:

- Technical design/implementation and materials plan for review by KYTC, LFUCG staff
- Traffic control plan, project implementation schedule, contractor coordination (if required)
- Project evaluation and maintenance/mitigations plan

Optional Task C Fee: Dependent on project location, design elements, and intended duration.

Optional Task D: Stewardship Framework

Developing a Stewardship Framework results in a coordinated effort to align recommended strategies with long-term resiliency and feasibility. This document will be a result of coordination between vendors, design team, and LFUCG staff, outlining a high-level approach to long-term management.

- Work with vendors to understand product warranties and maintenance.
- Meet with LFUCG staff that will maintain recommended strategies.
- Develop a brief document covering the roles and responsibilities of maintenance and management of the recommended strategies as it relates to durability and staff capacity.

Optional Task D Fee: $28,640

Assumptions:

- Existing conditions will be a planning level inventory and not include a formal survey deliverable
- Cost estimation will be at planning level and not include detailed estimates
- Project scope and fee is based on a 6 month schedule. If it extends beyond the 6 month schedule, additional scope and fee may be required.
- Arborist services are not included in scope but anticipate working with city arborist on any tree recommendations that may come from the identified strategies.
- The consultant will present once to the Corridors Commission the draft concepts and incorporate their feedback into the final deliverable. The final deliverable will not include additional presentations.
- Tree inventory and health assessment previously completed by LFUCG to be shared with and used in inventory and analysis.
- Client will be the liaison between Downtown Master Plan project and provide any relevant information from that project that may inform work as needed.
- Client will handle the logistics of stakeholder meetings including identifying locations and schedules for stakeholder meetings.
- High-level recommendations on soil considerations or amendments needed to support the proposed planting will be included in the scope. This may require a series of soil tests to be completed to have a general understanding but not every bed will get soil tested.
- Planning level assessment of soil and landscape bed health using information available from
    - LFUCG on planter performance, past planting failures, or soil related maintenance issues
    - Field observations noting soil volume constraints, compaction, drainage issues, and overall planter conditions that affect plant viability

It is understood that the following are excluded from the current scope of work:

- Detailed engineering or signed construction documents and specifications
- Geotechnical or environmental evaluations

- Irrigation plans
- Utility plans
- Permitting
- Permitting or application fees
- Traffic and/or parking studies beyond that listed above
- Detailed cost estimation
- Lighting design including photometrics or electrical design beyond planning level

Gresham Smith

Main and Vine Streetscape Plantings & Amenities Redesign Plan

LFUCG #34-2025

Lexington, KY | September 29, 2025

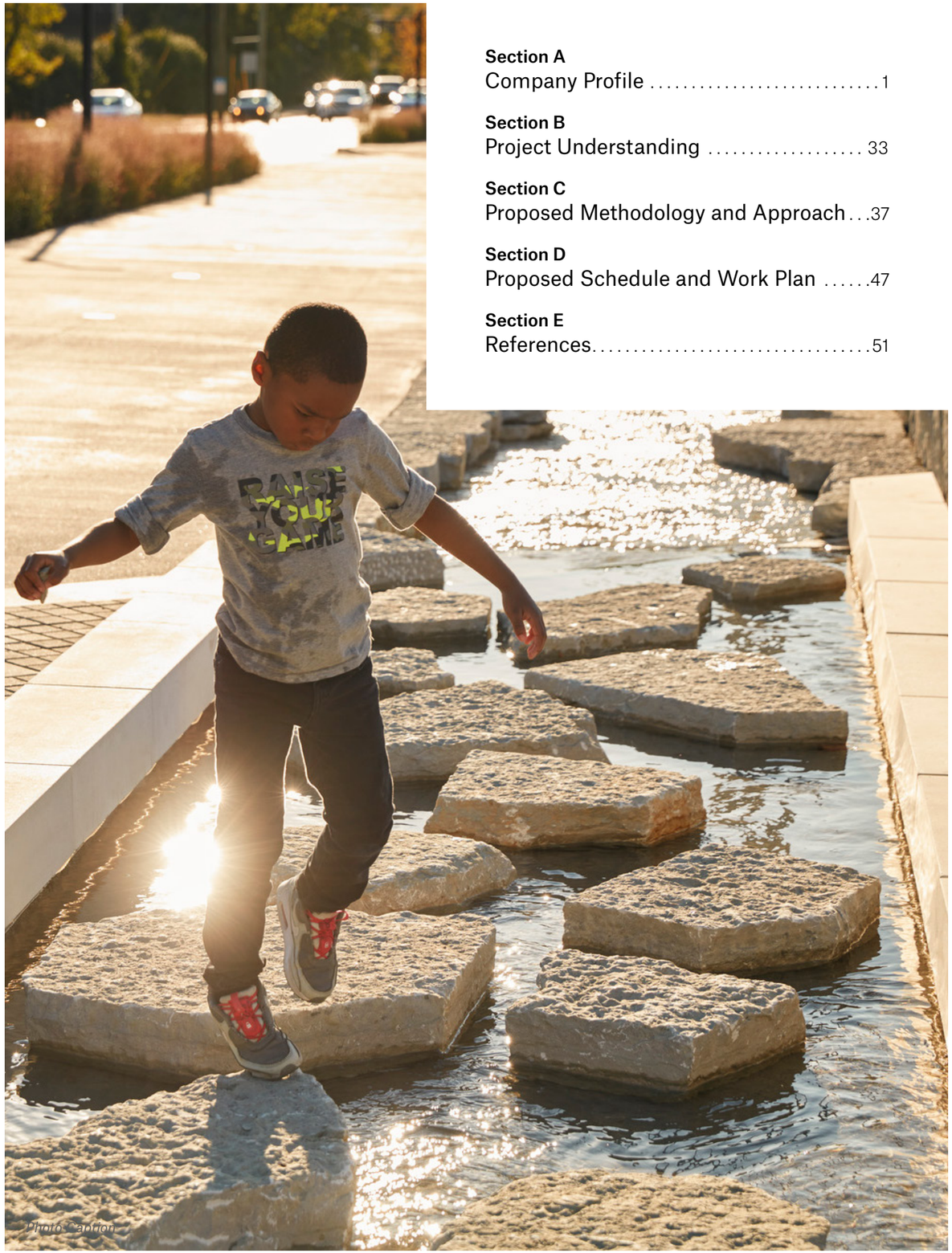


Photo Caption

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Proposed Methodology and Approach ... 37

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Proposed Schedule and Work Plan 47

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Genuine Ingenuity

100 West Main Street
Suite 350
Lexington, KY 40505

859.469.5610
GreshamSmith.com

Gresham
Smith

September 29, 2025

Dear members of the selection committee,

I am pleased to submit our proposal for the Main and Vine Streetscape Plantings & Amenities Redesign Plan. We recognize the significance of these vital corridors and are excited to apply the Corridors Commission Guidebook to this important project that will enhance safety, vibrancy, and connectivity through innovative, cost-effective, and maintainable solutions that reflect Lexington's downtown.

What sets our team apart is our deep-rooted investment in Lexington—a community we proudly call home. This commitment is evident through our office overlooking Main Street, our active volunteerism and our longstanding partnerships with the LFUCG and the Corridors Commission. These collaborations have yielded award-winning results, including the development of the Corridors Commission Guidebook and the revitalization of notable downtown public spaces, such as Phoenix Park, Charles Young Park and the Town Branch Commons Streetscape. These experiences have provided us with valuable insights into the local context, operational constraints, and community aspirations, enabling us to hit the ground running.

We take pride in our multidisciplinary expertise in streetscape design for KYTC corridors, with successful projects in Lexington as well as Danville and Louisville, Kentucky. Our proficiency allows us to navigate regulatory requirements seamlessly while employing innovative design strategies that enhance both aesthetics and functionality. This dual focus uniquely positions us to address the challenges presented by the current RFQ.

Our team includes trusted national and local partners, Street Plans and EHI Consultants. Our collaborative efforts reflect our understanding of having a big impact with a light touch, increasing your return on these investments. Our approach emphasizes stakeholder involvement throughout the design process. By fostering strong community relationships, we create tailored solutions that resonate with residents and align with LFUCG's strategic objectives for developing and maintaining long-term improvements.

We are thrilled to have an opportunity to partner with you on this initiative and to implement the Corridors Commission Guidebook. Thank you for considering our proposal. We look forward to contributing to Lexington's vibrant urban fabric!

Sincerely,

Louis Johnson, PLA
Project Executive | Executive Vice President
louis.johnson@greshamsmith.com

Section A

Company Profile

Offering a national perspective with a local feel.

Gresham Smith is an architecture, engineering and design practice that provides creative solutions while genuinely caring for each other, our clients and our communities. With 26 locations throughout the US, including an office in Lexington, we offer a national perspective with a local feel. That means we not only bring a broad range of experience to the picture, but we also really get to know our clients, their business and the entire landscape of their project. It's not about our personal accolades or portfolio—we define success by how well we solved the problem and served the greater good of the community.

KYTC Prequalification

Gresham Smith has extensive experience with KYTC and is prequalified in Construction Project Supervision, Architecture Development, System Design, Deployment & Integration, System Maintenance, Management & Operations, Technology / System Evaluation, In-Depth Structure Inspection, Advanced Drainage Analysis & Design, Advanced Traffic Engineering Design & Modeling, Rural Roadway Design, Surveying, Urban Roadway Design, Spans Under 500 Feet, Standard Structures, Electrical Engineering Roadway Lighting, Electrical Engineering Traffic Signals, Traffic Engineering, Advanced Transportation Planning Engineering, Conceptual Transportation Planning, Pedestrian & Bicycle Planning & Design, Traffic Forecasting, Transportation Planning Engineering, Travel Demand & Simulation Modeling, Communication, Electrical Level 1, Electrical Level 2, Gas Level 1, Gas Level 2, Utility Construction Inspection, Utility Preconstruction Coordination, Water & Sewer Level 1, Water & Sewer Level 2.

Celebrating 58 Years

1,200 Professionals in 26 Offices

National Awards

2023 ASLA National Awards

Award of Excellence – The Rain Gardens at 900 Block
Honor Award for Urban Design – Town Branch Commons
Honor Award in the Analysis & Planning – The Chattahoochee RiverLands

2023 ACEC National Award

KYTC - Complete Streets, Roads, and Highways Manual

2024 ACEC - KY Award

LFUCG - Town Branch Commons

Gresham Smith's Lexington staff volunteered together to clean up Town Branch Commons

489
Awards for Projects

75+
Projects Completed in Lexington, KY

65
LEED Certified/ Registered Projects

We Know Lexington

Gresham Smith has delivered more than 75 projects in Lexington in the last 10 years. Below is a list of standout relevant efforts from our portfolio and our team's prior experience.

Urban Design and Planning

- Corridors Commission Guidebook – Typology and Strategic Design Guide
- Imagine New Circle
- Distillery District Master Plan*
- Rupp Arena Arts and Entertainment District*
- East End Small Area Plan*

Multimodal Planning and Design

- Town Branch Commons Greenway
- University of Kentucky Bike Plan
- Short Street Tactical Urbanism Design*

Parks and Plazas

- Splash! At Charles Young Park
- Reimagining Phoenix Park
- Coldstream Park Master Plan
- Kelley's Landing Master Plan
- Town Branch Park*

Educational Institutions

- Sayer School*
- Bluegrass Community and Technical College Master Plan*
- UK Research Science Center*

Sustainability and Green Infrastructure

- The Rain Gardens at 900 Block Stormwater Incentive Grants
- Northland Avenue Stormwater Incentive Grants
- Multi-family Stormwater Retrofit Manual
- Urban Redevelopment Stormwater Retrofit Manual
- Greyline Station Stormwater Incentive Grants
- NoLi Sustainability Plan*

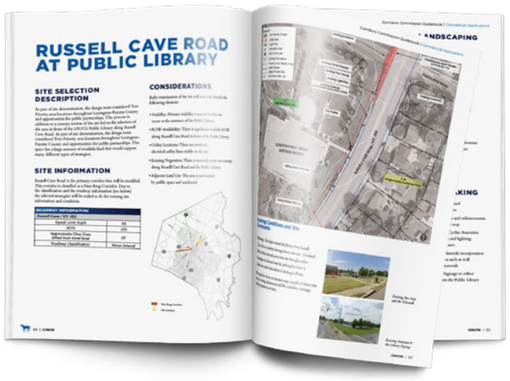
Economic, Residential, Mixed-use Development

- Rupp Arena High Street Parking Lot Redevelopment
- Legacy Business Park
- Oakdale Affordable Housing
- BlueGrass Airport Planning and Design
- Historic Lexington Courthouse*
- The MET*

** Projects completed by Gresham Smith Staff prior to joining Gresham Smith*

Proven Exceptional Results

We deeply value our longstanding relationship with LFUCG and take pride in delivering projects on time and on budget to meet the needs of our growing City. The images represent some of our most recent work which has both received regional and national awards while also coming in on-time and on-budget. We're ready to bring our deep familiarity with LFUCG's processes and standards along with our understanding of the City of Lexington to bring this plan to life and meet your expectations.



Trusted Partners

We've carefully selected our teaming partners because they are highly qualified and innovative, bringing a unique perspective to the Main and Vine project. EHI and Street Plans are trusted partners we've successfully worked with on the Broadway All the Way project in Louisville. EHI brings a wealth of local Lexington knowledge, having delivered a variety of community-centered projects. Street Plans has national expertise in transportation planning projects that transform cities' public spaces.

Street Plans

MBE | New York, NY
Transportation Planning

STREETPLANS
MIAMI ATLANTA NEW YORK

Street Plans is an award-winning transportation planning, urban design, and placemaking practice. Founded in 2009, they believe that the key to building great towns and cities requires the creation of active, safe, and human-scale streets and public spaces. Their approach integrates design, engineering, and programming to help communities achieve their social, economic, and mobility goals. They partner with local, regional, state, and national governments; not-for-profit organizations; foundations, and private sector clients to build better streets and better places – quickly.

Street Plans is globally renowned as both the founder and leading practitioner of Tactical Urbanism, an action-oriented approach to neighborhood transformation through short-term, cost-effective interventions that catalyze long-term change. As pioneers of this "Plan by Doing" methodology, they collaborate with communities to evaluate and learn from project performance.

They are a minority-owned business with hubs in New York City, Miami, Atlanta, Chattanooga, Pittsburgh, and the San Francisco Bay Area capable of delivering groundbreaking transportation, urban design, and placemaking projects nationwide.

EHI Consultants

MBE | Lexington, KY
Public Engagement

ehi CONSULTANTS

EHI was founded in 1995 to provide the highest quality of planning and design services. The firm has since become an established planning and engineering based group of professionals. Their diversity provides the capability to: program, plan, design and implement a range of planning projects, from neighborhoods to transportation planning related efforts, as well as a range of engineering projects, from highway design to drainage plans and calculations for both public and private clients.

Community Involvement is a vital process in which information is channeled from residents, businesses, and stakeholders within a project area. The approach to public input with EHI is more than a series of monologues by individuals; their team seeks out residents and stakeholders utilizing multiple outreach techniques from traditional print media to digital means.

Meatpacking District – West 14th Street
Public Space
Street Plans

East End Small Area Plan
EHI Consultants

Why Us?

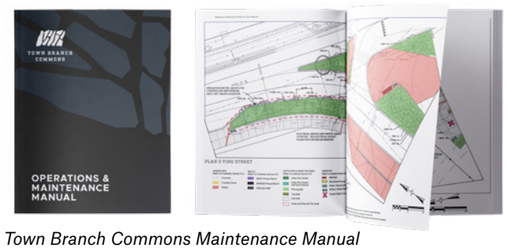
Our multidisciplinary team of planning, transportation, and placemaking experts have collaborated successfully for years. This collaborative relationship elevates our ability to best serve our clients and deepens our knowledge both of the constraints, but also the opportunities that exist along our most vital and visible public spaces, our corridors.

Corridors Typology & Strategic Design Guide

KYTC Complete Streets Manual Statewide

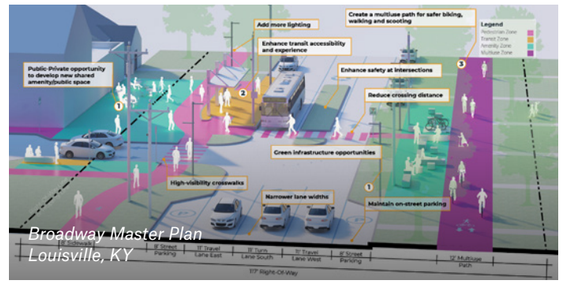
Scan code with mobile phone camera to see the first ever KYTC Complete Streets manual written by our team at Gresham Smith.

Town Branch Commons
Lexington, KY



Town Branch Commons Maintenance Manual
Lexington, KY

Peachtree Street Installation
Atlanta, GA | Street Plans



Broadway Master Plan
Louisville, KY

Here are six specific examples of why our team is best suited to support your work:

1

We are seasoned, award-winning placemakers

Our planners, urban designers and landscape architects have delivered catalytic corridor and placemaking projects of all scales from the 2-mile long Town Branch Commons to the recently completed Phoenix Park.

2

We know Downtown Lexington

Our office overlooks Main Street, and we have spent years designing and delivering public space improvements in Downtown Lexington. We know the ins and outs of Main and Vine Street, the Downtown Transit Center, the events, businesses and people who frequent downtown and how we can make these streetscapes work better for them all!

3

We led the Corridors Commission Guidebook

We have already built strong collaborative relationships delivering the award winning Corridors Commission Guidebook. We know it inside and out and are thrilled at the opportunity to put it to work for Downtown Lexington!

4

We get our hands dirty

We don't just create pretty pictures and planning documents. Our team is comprised of implementation experts including, Street Plans, our project partner, a Minority-Owned firm who has implemented light touch, high impact projects across the country. We understand the cost, implementation challenges and long-term maintenance and stewardship needs of these types of projects.

5

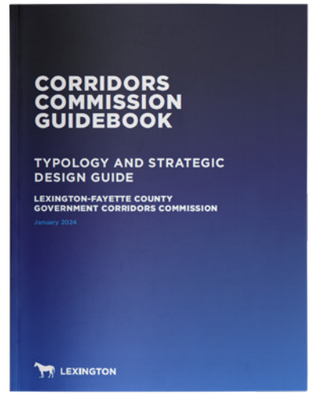
We know KYTC and Main Streets

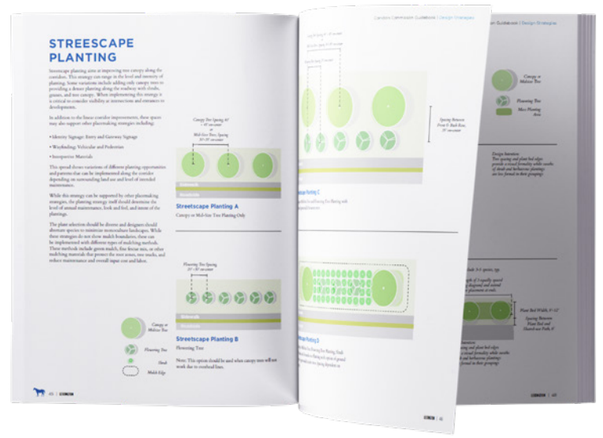
From the complete overhaul of Downtown Danville, KY's Main Street to the on-going quick-build multimodal improvements we are leading alongside KYTC on Louisville's Main Street, we understand the cultural, safety, and economic impact these types of projects have and the importance of rightsizing recommendations for their context.

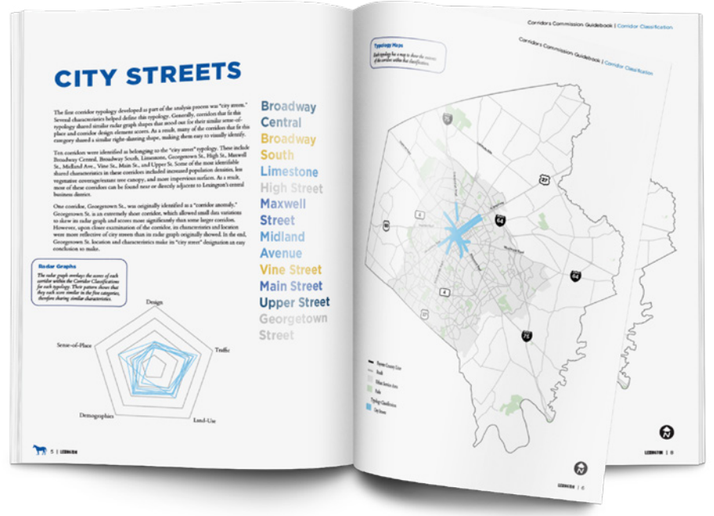
6

We bring all relevant disciplines

As a multidisciplinary firm, Gresham Smith has the capability to bring to bear landscape architects, planners, transportation planners, engineers, lighting designers, and more to this effort. Our team will be locally based in Lexington, but we have the ability to tap subject matter experts throughout the process.







Corridors Commission Guidebook

Lexington-Fayette Urban County Government | **Gresham Smith**

Location
Lexington, KY

Award
ASLA KY

Relevance
Our knowledge of the Guidebook runs deep as we worked hand in hand with your team to write it meaning we know it better than anyone else and will put it to work on this project

The LFUCG Corridors Commission needed a tool to evaluate, plan and implement strategic investments along the 31 corridors under its purview. With this in mind they selected Gresham Smith to produce the Corridors Commission Guidebook in early 2023.

The guidebook will serve as a framework for decision-making for the commission that will support long-term continuity for commission members; benefit the Neighborhood Enhancement Match Grant Program; and chart a path for equitable and sustainable investment in high-impact placemaking projects benefiting communities, visitors, the environment and much more.

The Gresham Smith team developed an easy-to-read guidebook that both the commission and the public could use. The guidebook is comprised of three major sections: Corridor Classification, Design Strategies and Conceptual Applications. Each of these sections aims to guide users through decision-making processes and improvement options for projects along major corridors in Lexington. These sections are supported by graphics, diagrams, maps and guidelines that explain a step-by-step process, highlight cost implications, and demonstrate creative opportunities to partner with similar organizations.

Danville Main Street Streetscape

City of Danville | **Gresham Smith**

Location
Danville, KY

Award
ASLA KY

Relevance
Complete Street transformation project in collaboration with KYTC

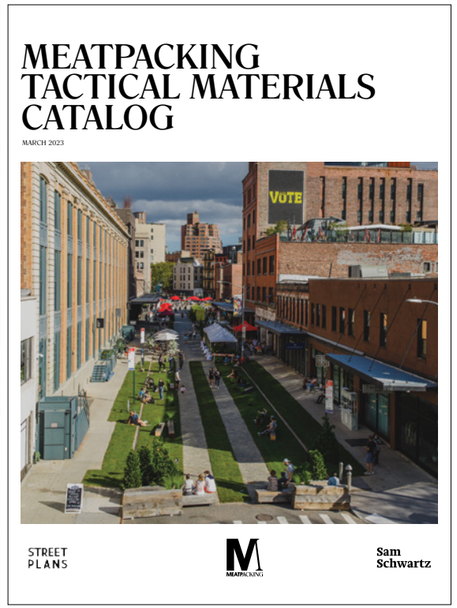
This project aimed to strengthen the visual identity of Danville's downtown through cohesive design elements

Focused on creating a welcoming environment for pedestrians, cyclists and transit users, with native plantings and durable materials

As part of the Downtown Danville Master Plan, Gresham Smith partnered with the City of Danville to reimagine Main Street as a vibrant, inclusive public space. Our complete streets design prioritized safety, comfort and vibrancy, ensuring that Danville's most iconic district is welcoming and accessible for all.

To enhance safety, we proposed narrowing the roadway, removing unnecessary turn lanes, shortening crosswalks and improving pedestrian visibility. Comfort is achieved by reclaiming space for wider sidewalks, enhanced landscaping, tree canopies and thoughtfully placed street furnishings—elements that make downtown more inviting. Lastly, vibrancy is at the heart of our design, creating new gathering spaces, expanding outdoor dining opportunities, and helping businesses extend their energy onto the street.

Building on earlier streetscape plans while incorporating modern best practices and community priorities, our design sets the stage for future investment in Downtown Danville. By transforming Main Street into a true destination, our work supports the city's broader efforts to revitalize downtown and create a welcoming, people-focused public space that fosters connection, activity and long-term growth.



Tactical On-Call Services

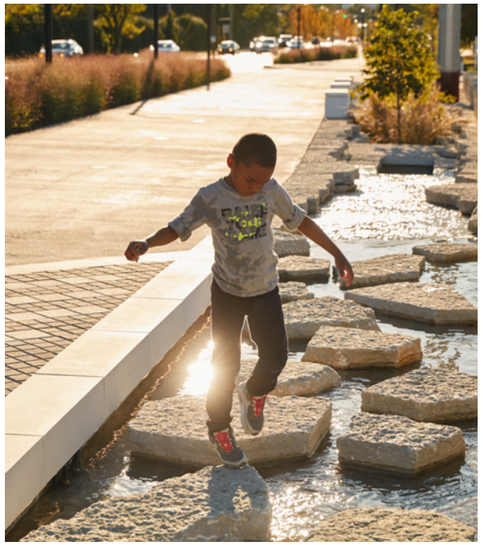
Meatpacking Business Improvement District | **Street Plans**

Location
New York, NY

Relevance
Demonstrates how consistent materials system can scale from plazas to corridors, quickly delivering safer, more vibrant public spaces while maintaining long-term flexibility

Street Plans is the lead on-call urban design firm for the Meatpacking Business Improvement District, advancing public space transformations envisioned in the District's Western Gateway Public Realm Vision Plan. To guide this work, our team developed the Tactical Materials Catalog—a temporary-to-permanent materials library with collections tailored to different project durations, from one-week pilots to multi-year interim redesigns. In 2023, Street Plans delivered Gansevoort Landing, a new plaza at 10th Avenue and Gansevoort Street connecting to the 5-acre Gansevoort Peninsula park.

The project featured an asphalt art mural curated by the Whitney Museum and installed with interim materials specified in the Catalog. Shortly after, our team transformed West 14th Street into a 16,000-square-foot pedestrian promenade linking the High Line, Little Island, and Pier 57. Installed in just two weeks, the design introduced ADA-compliant decks over historic cobbles, a modular system of granite blocks and large planters, new seating, and landscaping—all coordinated for year-round use, streamlined maintenance, and future reconfiguration.



Town Branch Commons

LFUCG | **Gresham Smith + EHI Consultants**

Location
Lexington, KY

Size
2.2 Miles

Awards
National ASLA
National ACEC
KY ASLA
NY ASLA
Federal Highways Association

Relevance
Successful past performance with LFUCG and KYTC

Project connects to multiple diverse communities and supports equitable mobility

Developed a number of placemaking design strategies that highlight Town Branch and the iconic Bluegrass Region

Coordinated with complex infrastructural challenges within the public right-of-way

Gresham Smith was selected to design Town Branch Commons, a 2.2-mile multimodal trail, greenway and park system in downtown Lexington, Kentucky. The project is a perfect example of how Lexington's primary corridors can create safe, beautiful, and environmentally friendly public rights-of-way. Town Branch Commons traces the route of Town Branch Creek, the city's original water source that now runs under Lexington's streets. In addition to its local role beautifying Midland Avenue and Vine Street, the greenway serves as the centerpiece of a city-wide park system, linking Lexington's urban core with the Bluegrass countryside.

The greenway accommodates pedestrians and cyclists, connecting more than 22 continuous miles of protected bike and pedestrian paths. The system connects urban, suburban and rural parts of the city, meaning residents who live near the 22-mile corridor will have safe, healthy mobility choices. In addition to improving connectivity and traffic, the greenway also introduces a number of environmental benefits and has been recognized nationally in 2022 by the Federal Highways Administration for environmental excellence. Thew project incorporates green infrastructure throughout downtown using features such as urban rain gardens, stormwater-capturing green streets, pervious paving and educational signage.

Complete Streets, Roads and Highways Manual

KYTC | **Gresham Smith**

Gresham Smith developed a Complete Streets focused manual with KYTC, building upon the most current and emerging national best practices for safe, enjoyable and equitable transportation for all users. The new KYTC Complete Streets, Roads, and Highways Manual supports and guides planning and engineering practitioners, transportation agencies, and local communities with the development of complete streets throughout the Kentucky transportation network.

The Manual offers guidance, recommendations and resources for the consideration of Complete Streets in all transportation projects, as a tool to promote safety for all users as part of an equitable transportation network. It identifies and supports a variety of users on Kentucky streets and highways. The Manual provides flexible complete streets guidance and recommendations, which may be modified and implemented based on location-specific context with prevailing planning and engineering judgment.

Following successful completion of the manual, Gresham Smith was tasked with leading content development for a series of in-person and online training events. Our team successfully deployed multiple sessions across the Commonwealth to a diverse group of local and state level stakeholders.

Location
Statewide - KY

Awards
National ACEC
KY ACEC
KY APA

Relevance
Emphasizes the importance of inclusivity in design, ensuring that all community members—regardless of age, ability, or mode of transportation—can safely navigate the streets

Showcases our knowledge of KYTC Complete Street Design Standards

Integrates principles of sustainable design, advocating for native plantings and low-impact materials

Louisville's Main Remade

KYTC HSIP | **Gresham Smith**

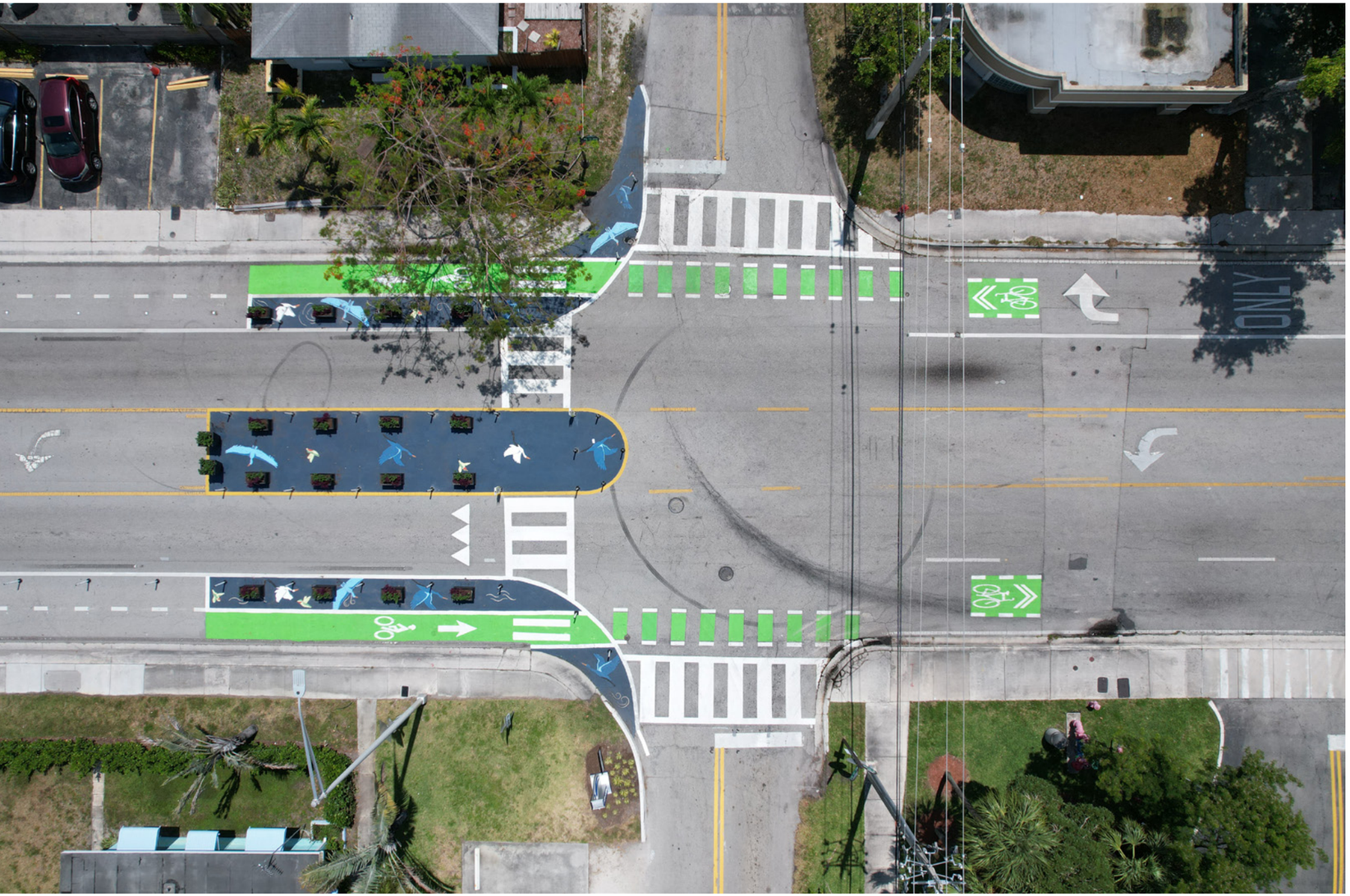
This Main Street safety project, branded Main Remade, involves the reconfiguration of Main Street in downtown Louisville to improve safety and accessibility for all users. The existing corridor is 3 miles of urban one-way travel with a varied cross-section and changing user patterns which supported the project development decision to section the project into 3 lengths. The eastern portion (East Phase) is in active construction with an ultimate completion date of early-spring 2026. The western portion is paired with a timely resurfacing project and is slated for construction by the end of this year's paving season. The central portion, which spans from 2nd Street to 10th Street, is scheduled for project development on a future timeline. This section serves the highest volume of traffic but that volume is the most prone to dramatic change due to the density of high-capacity commercial real estate. This section was analyzed with latest-at-the-time traffic data to best perform while remaining in a one-way configuration though the rapid and dramatic changes the downtown core has experienced in recent years has provided the project team reason to re-evaluate.

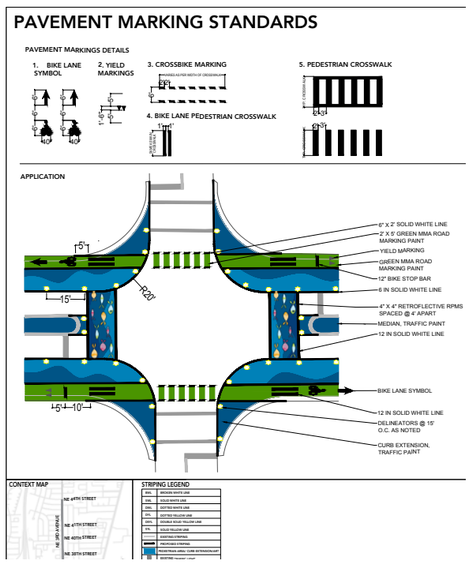
As a whole, Main Remade is purposed to convert portions (and potentially all) for two-way travel while incorporating Complete Streets and TSMO concepts. These features in the design include protected and/or dedicated VRU facilities, enhanced crosswalks, upgraded transit stops, bike-specific signal infrastructure, and lane planning based on traffic demand modeling. Both the eastern and western portions included a public meeting and stakeholder engagement in the project development process. The central portion is expected to involve the same.

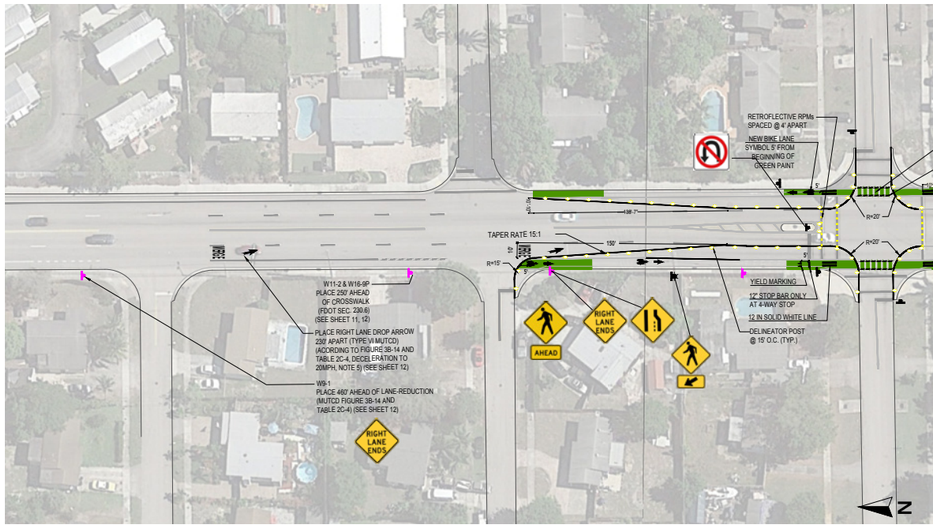
Location
Louisville, KY

Relevance
Showcases our team's ability to develop quick-build multimodal safety improvements on an urban Downtown Main Street in collaboration with KYTC

Included robust community and stakeholder engagement







Btactical Complete Streets Demonstrations

Broward Metropolitan Planning Organization | **Street Plans**

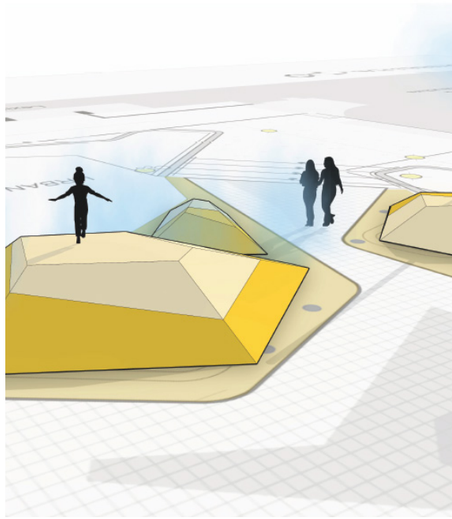
Location
Ft. Lauderdale & Deerfield Beach, FL

Relevance
Corridors required improvements to safety, planting, and amenities that were durable, maintainable, and aligned with long-term operations

Demonstrates how adaptable design strategies, coordinated materials, and focused engagement can transform corridors quickly and sustainably

Street Plans led the first two phases of the BTactical Program for the Broward MPO's Complete Streets Division, designing and delivering two quick-build safety demonstration projects in Deerfield Beach and Fort Lauderdale. Both projects addressed corridors listed on the Broward High Injury Network and prioritized community-led engagement, low-cost implementation, and measurable safety outcomes. The Deerfield Beach project focused on NE 3rd Avenue near a hospital and two schools — a 0.6-mile segment with three traffic fatalities in the past five years. Street Plans led a Walk & Talk workshop, refined the design with neighborhood feedback, and implemented a lane reduction, buffered bike lanes, three new crosswalks, eight art crosswalks, and vertical bike lane protection with over 70 volunteers. Within four months, bicycle and pedestrian activity significantly increased.

In Ft. Lauderdale's Lake Ridge neighborhood, Street Plans led in-person and virtual workshops, stakeholder focus groups, and block-level outreach to co-develop a lane repurposing project on NE 15th Avenue. The final design included a 5-foot bike lane with a 5-foot buffer, nine new crosswalks, two pedestrian refuge islands, and over 60,000 square feet of asphalt art. The project resulted in a 50% reduction in speeding vehicles and a 5 mph drop in average speeds within the first month of installation.



Phoenix Park

Lexington-Fayette Urban County Government | **Gresham Smith**

Location
Lexington, KY

Size
1 Acre

Relevance
Showcases collaboration with multiple LFUCG agencies and Downtown Stakeholders delivering public space improvements in Downtown Lexington

Represents creative placemaking to encourage inclusive and equitable public spaces in Downtown

The Lexington-Fayette Urban County Government sought to transform this urban, 1-acre park in the center of downtown Lexington. This space was highly underutilized, largely avoided by visitors, residents and the downtown workforce.

Gresham Smith was hired specifically to lead the vision for how to transform this important public space in a way that is sustainable, equitable and innovative. Gresham Smith led the concept development and supported final design and fundraising efforts for this public space project. The final project includes a variety of amenities and programmable spaces specifically focused on creating a vibrant and inclusive public realm in the heart of downtown Lexington.

Phoenix Park directly connects to Town Branch Commons and is part of the larger urban network of public spaces and that connects to residences, offices, the Downtown Library and Courthouse. The project included conceptual & schematic design, detailed cost estimation and community engagement with city staff, stakeholders and potential partners. The park officially opened in September 2025.

Broadway All the Way Master Plan

Louisville Metro | **Gresham Smith + EHI Consultants + Street Plans**

Location
Louisville, KY

Size
6 Miles

Awards
KY ASLA

Relevance
Included quick build short-term and catalytic and long term implementation recommendations

Represents years of collaboration between Street Plans and EHI Consultants

Successfully involved local stakeholders in the design process, ensuring community values and needs were reflected

Louisville Metro Government not only wanted to help people move more safely and efficiently through the city, but also wanted to elevate quality of life for residents, so they called on Gresham Smith to reimagine Broadway. Breaking the project down into three phases, our project team identified opportunities to create a forward-looking multimodal corridor that meets the needs of all citizens and serves as a catalyst for economic development. The first phase of the project focused on collecting and analyzing data and engaging with the public to understand the current state of the Broadway corridor. Gresham Smith also led a series of public engagement events including Breakfast on Broadway where the design team met transit users with donuts at their stop to interview them on potential improvements. During the second phase of the project Gresham Smith developed multiple design alternatives to address the corridor's needs. During the third and final phase of the master planning process, the Gresham Smith team delivered a final vision for the Broadway corridor. The design is grounded in the community priorities and includes both quick-build and long-term implementation action items. After the project was complete, Gresham Smith was retained by Louisville Metro to develop and ultimately win a $5M Federal RAISE Grant to advance final design of this premium transit, complete streets project.

African American Interpretive Signage

Together Lexington | **EHI Consultants**

Location
Lexington, KY

Relevance
Demonstrates deep understanding of Downtown Lexington community

Showcases opportunities for creative placemaking and inclusive storytelling within the public realm

EHI was retained to, plan, research and coordinate the design and development of a downtown Lexington walking tour to highlight the rich history of African-Americans in Lexington, KY. This self -guided walking tour featured 12 interpretive signs of people and places and the significant roles and contributions that they played in the advancement of equality.

Stretching from times of slavery, through Jim Crow discrimination, and up to the Black Freedom Struggle, the stories featured along this tour were collectively identified and researched by a steering committee of Lexington community members. The concept for this downtown experience was sparked by resident discussions facilitated through Together Lexington's Courageous Conversations. Together Lexington is a local coalition of community stakeholders that seeks to enhance the quality of life for residents and visitors alike. Funding for the signage was provided by Together Lexington and additional information for each experience can be found on the VisitLex website.

EHI provided the planning, historical research, design oversight, regulatory permitting, site selection, fabrication and installation of the signs.

Louis Johnson, PLA, ASLA

Project Executive | Gresham Smith

Louis' experience covers broad regional and urban design, as well as detailed landscape architectural site design. Louis has led over 30 award-winning projects with extensive public engagement processes including the Town Branch Commons, the Broadway All the Way Master Plan and the Chattahoochee RiverLands. He has extensive project experience across Lexington providing leadership on numerous Downtown placemaking projects and supported the development of the Corridors Commission Guidebook.

Years of Experience
16

Education
Master of Science, Architecture and Urban Design, Georgia Institute of Technology
Bachelor of Science, Landscape Architecture, University of Kentucky

Registrations
Landscape Architect: KY

Relevant Projects

LFUCG - Corridors Commission Guidebook, Lexington, KY

LFUCG - Town Branch Commons, Lexington, KY

LFUCG - Phoenix Park, Lexington, KY

LFUCG - Imagine New Circle Road Corridor Plan, Lexington, KY

LFUCG, Legacy Business Park, Lexington, KY

LFUCG - Splash! At Charles Young Park, Lexington, KY

Fund for Greater Lexington - Kelley's Landing Master Plan, Lexington, KY

Louisville Metro Advanced Planning and Sustainability - Broadway All the Way Master Plan, Louisville, KY

Erin Masterson, PLA, ASLA

Project Manager | Gresham Smith

Erin's work spans master planning, streetscapes, parks, campus design, commercial development, stormwater incentive grants, corridor planning and she led construction administration for Town Branch Commons. She excels at leading multidisciplinary teams on complex projects and was the project manager on the Corridors Commission Guidebook. Erin's role will be as the main point of contact, she will manage our team of experts and keep your project on time and on budget.

Years of Experience
16

Education
Master Degree, Business of Art and Design, Maryland Institute College of Art
Bachelor of Science, Landscape Architecture, University of Kentucky

Registrations
Landscape Architect: KY

Relevant Projects

LFUCG - Corridors Commission Guidebook, Lexington, KY

LFUCG - Town Branch Commons, Lexington, KY

LFUCG - Phoenix Park, Lexington, KY

LFUCG - Imagine New Circle Road Corridor Plan, Lexington, KY

LFUCG - Urban Growth Management Master Plan, Lexington, KY

LFUCG - Splash! At Charles Young Park, Lexington, KY

LFUCG, Legacy Business Park, Lexington, KY

Fund for Greater Lexington - Kelley's Landing Master Plan, Lexington, KY

Mike Lydon, CNU-A

Transportation Planning | Street Plans

Mike has led more than 100 temporary and permanent street redesign projects and delivered more than 275 keynotes, workshops, trainings, and lectures, exerting a global influence on how people think about transforming the public realm. As Co-Founder of Street Plans and an internationally acclaimed planner and placemaker, he contributes award-winning expertise in urban design, complete streets, quick-build strategies, and community engagement. Mike will review technical analyses, advise on stakeholder and community engagement strategies, lead pedestrian safety plan elements, and mentor the team on best practices. Mike has worked with Gresham Smith on multiple projects and looks forward to another collaborative project.

Years of Experience
20

Education
Master of Urban Planning, University of Michigan
Bachelor of Arts, American Cultural Studies, Bates College

Relevant Projects

Vision Zero Conceptual Designs, New York, NY

Hudson Connects DRI Implementation Plan, Hudson, NY

Outdoor Dining Permanent Program Standards, Bronxville, NY

Meatpacking District On-Call, New York, NY

New York City Strategic Trails Plan, New York, NY

Nyack Bicycle-Pedestrian Master Plan, Nyack, NY

Market Street Connect Demonstration Project, Poughkeepsie, NY

Ryan Holmes, AICP

Public Engagement | EHI Consultants

Ryan has over 15 years of experience in planning and community engagement. His responsibilities with EHI Consultants, focus on master planning, sustainable/green design, and greenfield/brownfield redevelopment strategies, which emphasize community revitalization, quality of life, and economic development. Ryan has collaborated with Gresham Smith for years and he and his firm know the community and Downtown Stakeholders as well as anyone in the community.

Years of Experience
15

Education
Bachelor of Science, Business Administration, University of Louisville
Master of Business Administration, University of Cincinnati
Master of Community Planning, University of Cincinnati

Relevant Projects

LFUCG - Imagine New Circle, Lexington, KY

Louisville Metro - Broadway All the Way, Louisville, KY

LFUCG - Splash! At Charles Young Park

Louisville Comprehensive Neighborhood Plans, Louisville, KY

Davis Park Plan, Lexington, KY

Southend Park Urban Village Plan, Kentucky & Indiana

Jason Hale, PLA, LEED AP

Senior Landscape Architect | Gresham Smith

Jason brings thorough, detailed approach to planning and design to create solutions that enhance his clients' campuses. His designs have improved the experience for his clients' customers and associates. Jason's preparation of landscape exhibits and construction documents best convey design intent, planning strategies, and construction management. He is experienced in fast-tracked projects and alternative project delivery methods.

Lisa Shuster, PLA

Senior Landscape Architect | Gresham Smith

Lisa is a landscape architect with more than 15 years of experience in progressively challenging assignments such as the successful development of winning grant proposals, civil site design, large aquatic facilities, green infrastructure design, master planning, development plans, GIS data acquisition and project management. Lisa has worked on multidisciplinary teams on large projects across the country.

Morgan Dunay

Urban Planner | Gresham Smith

Morgan is an urban planner on our land planning team. Her focus is on master planning, stormwater management, and community engagement on large-scale projects with significant community impacts. Forward-thinking and people-driven, Morgan believes that urban design and planning, coupled by collaboration with community leaders, can change people's lives. She is innovative in her approach to architecture and design to encourage community engagement with the outdoors and promote sustainability in all projects. Morgan was deeply involved in the development of the Corridors Commission Guidebook.

Matt McLaren, P.E.

Senior Civil Engineer | Gresham Smith

With a diverse background in all aspects of site civil engineering, Matt is an asset to any project. He excels in site design, stormwater analysis and design, green infrastructure and low-impact development principals, grading, and erosion prevention and sediment control plan design. Matt is also a proven leader engaging in both mentorship and project team management to convey engineering topics to the public, elected officials and design professionals. Matt's goal is to get engaged in the engineering process early on. He hopes that his input will help each project be the best in terms of profitability, sustainability, and design.

Nathan Guessetto, PLS

Survey/Reality Capture Lead | Gresham Smith

As an Environmental Specialist, Nathan's duties include managing day-to-day construction activities on new landfill cells and leachate collection systems, and liner placement; groundwater and leachate monitoring at landfills as well as monitoring water levels for various city municipalities in surrounding Middle Tennessee including the Metropolitan Government of Nashville and Davidson County.

Justin Hina, P.E., RSP1

Roadway Engineer | Gresham Smith

Justin specializes in roadway safety analyses and utilizes his extensive safety training when designing and implementing roadway and roadside measures. He has contributed on a wide range of roadway improvement projects with experience in creating a safe facility for motorized as well as non-motorized road users to sustainably flow. He applies emphasis to identifying and improving at-risk locations using a data-driven strategy that focuses on maximizing performance and value.

Doug Kiesler, P.E.

Electrical Engineer & Lighting Designer | Gresham Smith

Doug has over a decade of experience on a wide range of project types. In Doug's eyes, if an engineer does their job right, no one knows. He prides himself on building trusting relationships with his clients so they can comfortably seek his guidance at any stage of the project. His dedication to precision and collaboration ensures seamless project execution and client satisfaction.

Teal Thibaud

Engagement And Activation Coordinator | Street Plans

Teal is a civic design professional with expertise in creative community and stakeholder engagement. She brings experience coordinating public workshops, interactive demonstrations, and arts-based activations that make community input accessible and memorable across the Southeast. For the Main & Vine project, Teal will support creative engagement and outreach with downtown stakeholders, coordinate demonstration strategies that allow for testing before full implementation, and help guide public feedback to ensure project priorities align with community needs.

Section B

Project Understanding

Project Understanding

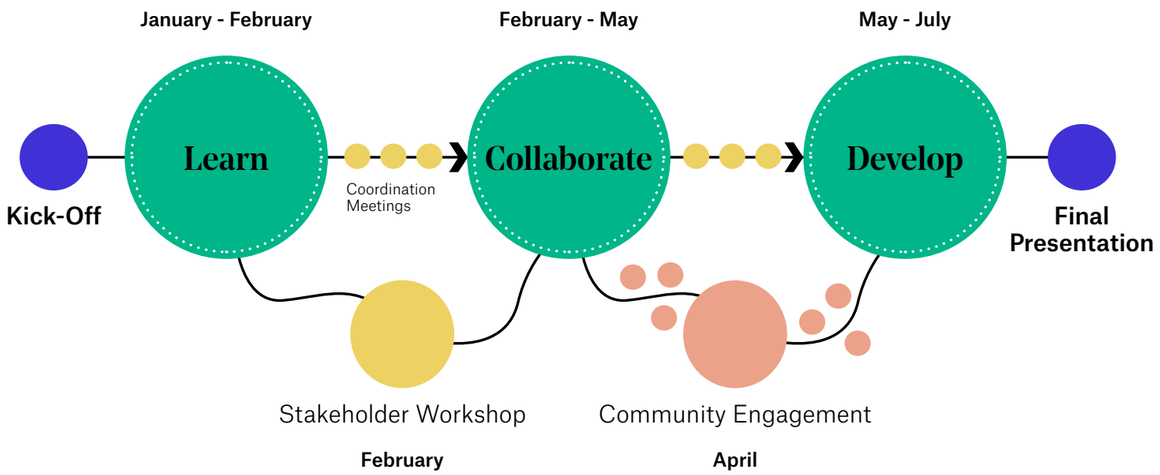
This project presents a vital opportunity to refresh Main and Vine Streets, creating cohesive, safe and vibrant corridors for today's Lexington residents, businesses and visitors. Since the original Streetscape Master Plan of 2008, downtown Lexington has significantly evolved, driven by investments like the revitalized Rupp Arena and Convention Center, Town Branch Commons, Gatton Park and the newly opened Phoenix Park. Our team's involvement in these projects provides valuable insights essential for developing a plan that "completes" the downtown streetscape network.

We understand that successful streetscape design extends beyond technical expertise; it necessitates collaboration, community input, and creative problem-solving. As the lead consultant for the Corridor Commission Guidebook and KYTC's Complete Streets Manual, we have the tools to establish clear, implementable recommendations while allowing for flexibility and context-sensitive solutions for Main and Vine Streets.

Our approach, detailed on the following pages, is organized into three distinct phases: **Learn, Collaborate, and Develop**. Each phase will feature specific deliverables and experiential engagement informed by our previous successful streetscape projects, ranging from tactical to catalytic investments. Our collaboration with you will yield a comprehensive understanding of the current state of the corridors, highlighting key challenges and opportunities.

We will develop a prioritized list of strategic investments in line with community input and aligned with the ongoing Downtown Master Plan and the guidelines of the Corridors Commission and KYTC.

Our final deliverables will include recommendations that will encompass a spectrum of options, from short-term light-touch updates in areas needing a refresh, to more substantial investments at locations like the intersection of Jefferson Street and Main Street, which now serves as a gateway to a world-class park and trail system. Emphasizing long-term stewardship, our final recommendations will support the development of a "stewardship framework" that will lay the foundation for management and maintenance of these improvements for lasting success.



Gresham Smith's office sits right on the Main Street corridor

Section C

Proposed Methodology & Approach

Methodology & Approach

Phase 1: Learn

Task 1: Corridor Inventory, Analysis, and Initial Prioritization

The project will start with a comprehensive evaluation of the Main and Vine Street corridors to define existing conditions and prioritize near-term and long-term improvements. This foundational task ensures recommendations are data-driven, community-aligned, and feasible within available resources.

The Gresham Smith team will utilize the evaluation framework established in the Corridor Commission's Guidebook to conduct a detailed inventory of each corridor, documenting key features such as plantings, street furnishings, lighting, and other public realm amenities. Safety and accessibility will be central to the assessment, including analysis of crash history, lighting adequacy, and pedestrian and cyclist comfort. Additionally, the team will assess hardscape conditions to identify failing infrastructure or barriers to safety and maintenance.

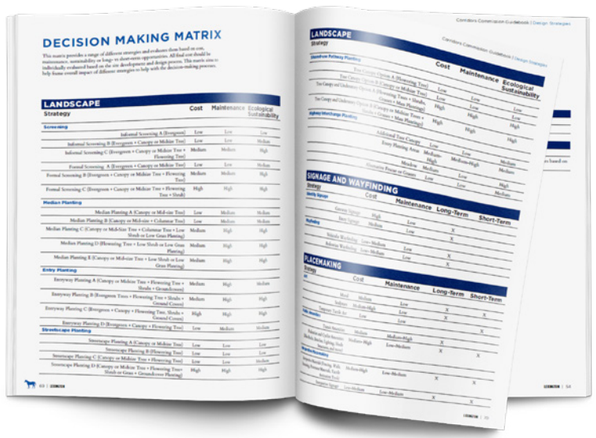
The inventory will be complemented by broader contextual analysis. Field visits, mapping, demographic data, land use, roadway classification, and adjacent neighborhood characteristics will enhance our understanding of how the corridors integrate into Lexington's urban fabric.

Our analysis will coordinate with LFUCG initiatives, particularly the Downtown Master Plan and LexTran Downtown Transit Center. This collaborative approach will generate insights that inform both visionary and practical recommendations focused on existing curb-to-curb conditions, including streetscape planting, pedestrian-scale lighting, and furnishings. Targeted hardscape modifications will be proposed when they enhance safety or long-term maintenance. Intersection safety improvements beyond current curb lines may also be considered through quick-build or interim treatments.

Following this assessment, we will draft initial prioritizations for streetscape improvements for early stakeholder feedback. These recommendations will evaluate the corridors through multiple lenses, including:

- **Public health and safety**, emphasizing pedestrian comfort and accessibility.
- **Placemaking potential**, fostering welcoming and vibrant spaces.
- **Economic value**, enhancing business vitality and long-term investment.
- **Storytelling and identity**, acknowledging the historical significance of Main and Vine Streets.
- **Feasibility and cost**, aligning interventions and phased improvements with LFUCG's available resources.

The outcome of Task 1 will be a comprehensive record of existing conditions, a clear analysis framework, and prioritized recommendations for Main and Vine Streets.



LFUCG Corridors Commission Guidebook Decision Making Matrix

Kickoff Workshop For The Bike Somerville, MA Network Plan With Public Input Street Plans

TARC 2025 Pop-Up Event Gresham Smith

Task 2: Stakeholder Workshop – Validation and Refinement

Task 2 will consist of a two-day workshop to validate findings from Task 1, refine project prioritization, and ensure consensus on the Main and Vine Street corridors' future. We will work collaboratively with you to identify key stakeholders, civic leaders, business representatives, property owners, and the Corridor Commission will collaborate to review and enhance the initial prioritization framework.

The workshop will feature structured discussions alongside on-site validation. Gresham Smith, Street Plans, and EHI Consultants will facilitate walking tours of the corridors, allowing participants to experience current conditions firsthand while reflecting on inventory and analysis results. These visits will emphasize safety, accessibility, comfort, and placemaking challenges, fostering dialogue on prioritizing improvements.

To enrich shared experiences, the workshop will include small-group discussions, one-on-one meetings, and facilitated exercises that help participants assess trade-offs among priorities such as public safety, economic vitality, cultural storytelling, and cost feasibility. Activities will culminate in refining and validating a prioritization matrix, ensuring recommendations are transparent, defensible, and grounded in data and community values.

The outcome of Task 2 will be a refined prioritization framework that merges technical analysis with stakeholder insights, providing a roadmap for advancing corridor improvement recommendations for further community feedback.

Walk Audit in Austin, TX Street Plans

Phase 2: Collaborate

Task 3: Validation of Prioritization and Development of Recommendations

Phase 2 focuses on developing design precedents, material palette alternatives, and draft priority locations for improvements based on the analysis and stakeholder feedback from Phase 1. This phase will introduce strategies for Main and Vine Streets that are both aspirational and practical, aligning with LFUCG's long-term operations, maintenance capacities, and available resources, while advancing broader goals of safety, placemaking, and economic vitality.

The Gresham Smith and Street Plans team will utilize the prioritization framework developed during the stakeholder workshop to guide recommendations in each of the four focus areas. This will involve creating themes and palettes for materials and identifying strategic investment locations for stakeholder and community feedback. This process will confirm which areas and strategies are most suitable for immediate focus and identify potential priority locations for pilot projects that could yield near-term results. Initial recommendations will vary in cost, scale, and purpose, providing LFUCG and its partners with flexible solutions ranging from accessible, low-cost, quick-build options to more robust, strategic investments. Each recommendation will be illustrated through vision boards and draft conceptual illustrations/diagrams to help stakeholders and the community visualize potential improvements and understand cost trade-offs.

The Meatpacking District tactical materials guide included a varying, but consistent material palletes for demonstration, pilot, interim, and capital projects.

Design Focus Areas

Recommendations will focus on four primary areas, emphasizing precedent, material alternatives, and priority locations for improvement:

Planting

Emphasizing native and maintainable species, including trees, planters, rain gardens, and hanging baskets.

Street Furniture & Amenities

Durable and easily replaceable furnishings such as benches, bike racks, bus stop amenities, trash receptacles, and decorative elements.

Lighting

Pedestrian-scale and accent lighting to enhance safety and nighttime vibrancy, alongside long-term alternatives to seasonal lighting, ensuring compatibility with existing Granville fixtures.

Pedestrian Safety Enhancements

Quick-build and low-cost measures like curb extensions, refuge islands, high-visibility crosswalks, vertical safety elements, and traffic calming interventions.

Coordination

Close coordination will guide this phase. The consultant team will collaborate with LFUCG staff to align recommendations with maintenance capabilities and staffing resources. Concurrent coordination with KYTC District 7 will ensure compliance with permitting, regulatory requirements, and right-of-way conditions. Given Vine Street's role as a critical transit corridor, concepts will also be developed in consultation with Lextran to maintain efficient and accessible transit operations.

The outcome of Task 3 will be a refined prioritization framework and actionable, scalable recommendations that provide LFUCG with clear and realistic strategies for elevating the Main and Vine Street corridors and advancing toward a pilot demonstration.

Street Plans installed a demonstration project as a part of a festival in Stamford to show a "rendering in real time" of what some of the Action Plan recommendations could look like.

Task 4: Public Engagement and Demonstration Project

A key component of this planning process is direct engagement with the public to validate recommendations and assess the feasibility of proposed improvements along Main and Vine Streets. Task 4 will focus on creating accessible opportunities for residents, visitors, and downtown stakeholders to review and experience interventions while providing meaningful feedback.

If the budget allows, the consultant team will design and implement a tactical pop-up demonstration project to showcase a potential pilot intervention—such as a temporary safety improvement, planting installation, or pedestrian-focused feature. Led by Street Plans, who authored the book on Tactical Urbanism, this demonstration will be ephemeral and cost-effective while delivering high engagement impact. By aligning the demonstration with major seasonal attractions like Keeneland and other significant Downtown events, this event can maximize visibility and community engagement. This temporary installation will bring design concepts to life in a tangible way, helping the community visualize how the proposed recommendations might function in practice.

This marquee event will be complemented by ongoing outreach activities, ensuring diverse audiences can contribute both in person and online. Our engagement lead, EHI Consultants, will also support involvement in relevant community events and business canvassing to expand feedback touchpoints on draft concepts and recommendations. Together, these strategies will ensure final recommendations are grounded in community values and garner broad public support.

Phase 3: Develop

Task 5: Final Recommendations and Documentation

The culmination of this planning process will be the preparation of a Final Recommendations Report, accompanied by formal presentations to stakeholders, LFUCG leadership, and the public. This document will synthesize findings from the inventory and analysis (Task 1), stakeholder validation workshops (Task 2), draft recommendations (Task 3), and public engagement activities (Task 4), resulting in a cohesive, implementable roadmap for improving Main and Vine Streets.

Final deliverables will include streetscape layout plans for both corridors, illustrating the recommended locations for plantings, lighting, furnishings, amenities, and safety elements. The final report will also include proposed phasing and priority implementation recommendations.

Detailed recommendations will encompass:

Planting Plans

Species selection, layout strategies, and maintenance schedules.

Street Furniture and Amenities Plans

Durable, easily maintainable products with procurement-ready counts.

Lighting Concepts and Placement Strategies

Aligned with pedestrian safety and streetscape vibrancy.

Pedestrian Safety Improvements

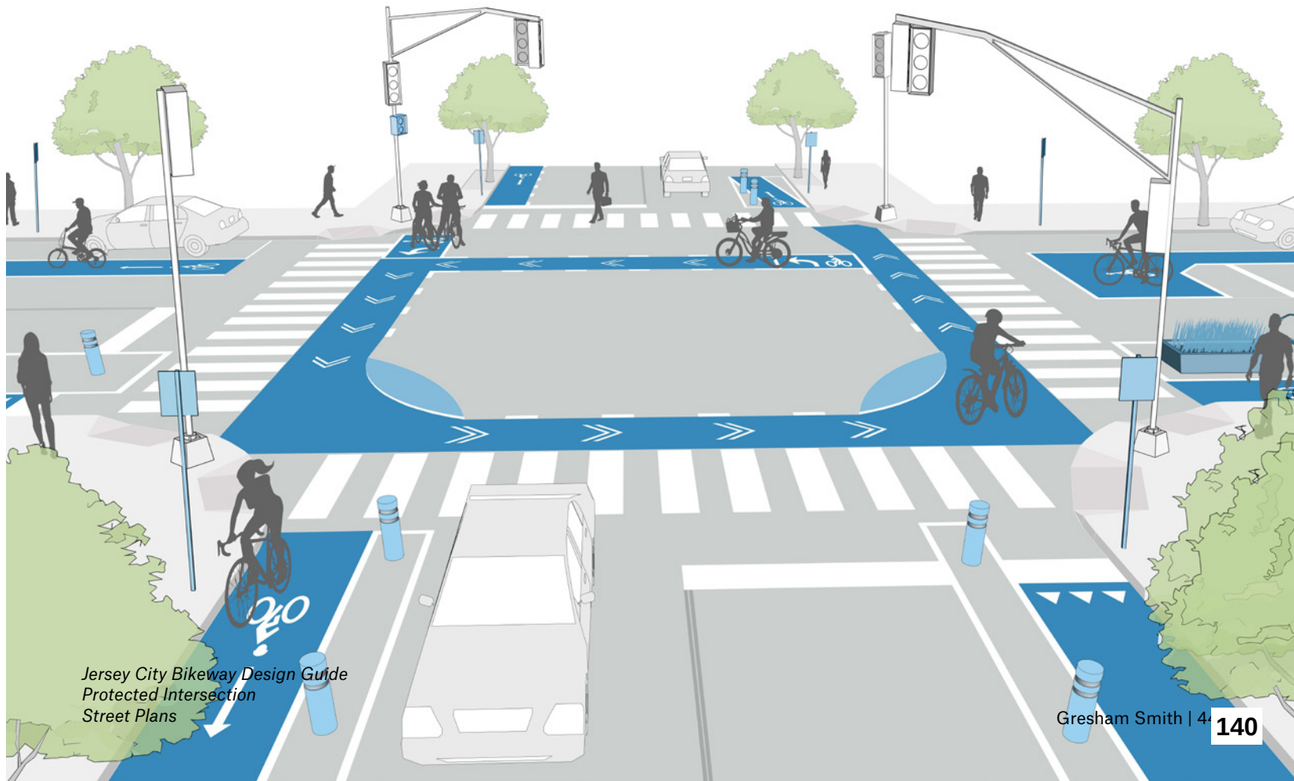
Quick-build measures and low-cost interventions to protect vulnerable users.

Product Specifications and Durability Guidance: Ensuring recommendations are practical, compatible with existing LFUCG inventories, and supported by long-term warranty and maintenance considerations.

As requested, the report will not include stamped engineering or construction drawings but will provide implementable, dimensioned layouts and specifications for LFUCG-led implementation. While KYTC CADD Standards are not required, Gresham Smith is a KYTC prequalified firm and has a successful track record of completing projects for KYTC using their required design standards should any future optional services be necessary.

Although not part of the base scope, our team will also prepare a Stewardship Framework—a brief document informed by our team and LFUCG maintenance experts that emphasizes resiliency, durability, and alignment with ongoing staffing capacity. As demonstrated through our work on the Town Branch Commons and the TBC Maintenance Manual, Gresham Smith understands the importance of designing infrastructure as an asset and clarifying long-term maintenance and management—an approach particularly relevant in downtown Lexington. Our recommendations for Main and Vine aim to transform everyday infrastructure into visible contributors to safety, vibrancy, and community pride. The result will be implementable strategies that balance feasibility with vision, strengthening two of Lexington's most significant downtown corridors and reflecting the remarkable evolution of downtown Lexington over the past decade.

Meatpacking District
Tactical Materials Guide
Street Plans



Jersey City Bikeway Design Guide
Protected Intersection
Street Plans

Genuine Engagement

Meaningful engagement provides the spark for successful planning processes. Our team understands diverse audiences require varied approaches and tools; we are leaders in this space.

Community engagement will be a throughline in this process. Below, we have outlined a series of opportunities and look forward to discussing and rightsizing them to meet your expectations.

TARC 2025 Transit Stop Pop-up Louisville, KY

Kelley's Landing Stakeholder Event, Lexington, KY

Traditional Public Engagement Meetings

Gresham Smith has extensive experience hosting community-based workshops and engagement sessions, including public meetings, charettes, and more. Our team also can successfully host large-scale digital engagement meetings and record them, helping maximize the availability of each session.

Pop-up Community Events

We believe it is both effective and efficient to leverage planned City events to gather input from attendees. Our team's strong community network, and goal to engage community advocates in these processes will result in significant community engagement by showing up where the community is already going!

"Corridor Walk Audit" Public Events

Nothing can replace the power of shared experience. Our team has led accessibility, health and stress-related walking workshops where the public and stakeholders can better grasp the challenges at hand. Imagine what our stakeholders would express to us on a walk down Main and Vine Streets together?

So much is learned through experiential engagement. Showcasing to the community what challenges and opportunities really mean while literally standing within that landscape creates an educational and immersive experience.

Youth focus group, Splash! @ Charles Young, Lexington, KY

Street Plans Walk Audit Belfast Tour

Online Surveys

We recently collected digital input for the Kelley's Landing Master Plan through a custom website and surveys, helping the Fund for Greater Lexington reach thousands of citizens and collect incredible amounts of feedback. Our team can bring that level of reach and detail to this process as well. We can look for opportunities to engage people through local organizations in order to capture their unique perspectives.

Additionally, we can analyze this data in real-time, allowing us to see information and participation levels on an on-going basis.

Mobile-Friendly Project Portal

We often create project portals to host online conversations available to the public around the clock. These tools are great ways to provide updates, host files, post meeting summaries, and even engage in direct conversations with the community.

Focus Groups

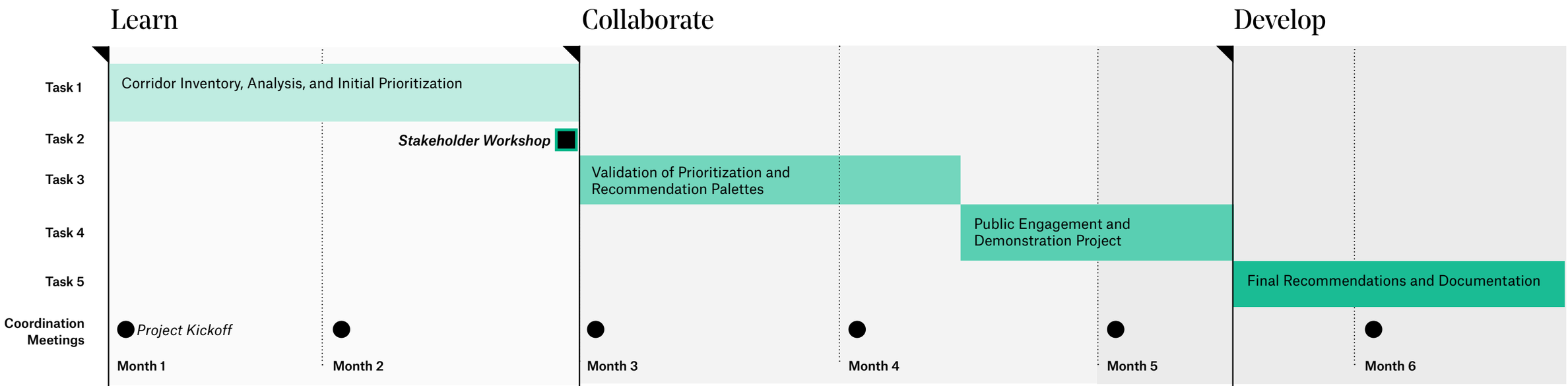
While we love tools like online surveys and direct text, sometimes it is simply spending time together in the community that makes the difference and garners the best most accurate community input.

Gresham Smith has extensive experience leading focus groups which can provide candid input on the crucial issues needed to inform the plan. For this project, focus groups could be thematic or more cultural, like a focus group who represents a specific area.

Section D

Proposed Schedule & Work Plan

Proposed Schedule & Work Plan



Deliverables

TASK 1

Existing Conditions Inventory (plantings, furnishings, lighting, safety, hardscape)

Contextual Data Analysis (land use, demographics, crash data)

Review of Existing Plans/Initiatives

Preliminary Prioritization Framework

TASK 2

Two-Day Stakeholder Workshop (walking tours + interactive sessions)

Validated Prioritization Matrix

Workshop Summary Report

Deliverables

TASK 3

Validated Prioritization Framework

Recommendation Vision Alternatives (low-cost, mid-range, high-investment)

Draft Pilot Project Options

Staff Coordination Sessions (LFUCG, KYTC, Lextran)

TASK 4

Pop-up Demonstration Project (temporary installation)

Online Public Survey (all draft recommendations)

Ongoing Pop-up Engagement (with EHI Consultants at community events)

Public Engagement Summary Report

Deliverables

TASK 5

Streetscape Layout Plans for Main & Vine

Planting Plan (layouts, schedules, species selection)

Street Furniture & Amenities Plan

Lighting Concepts & Placement Strategies

Pedestrian Safety Recommendations

Product Specifications

Maintenance & Durability Guidance

Stakeholder Presentation

Section E

References

References

Town Branch Commons
Brandi Peacher
LFUCG
859.258.3152
bpeacher@lexingtonky.gov

Corridors Commission Guidebook
Jennifer Carey
LFUCG
859.425.2888
jcarey@lexingtonky.gov

Louisville's Main Remade
Michael Vaughn
Division of Traffic Operations
KYTC
502.782.4923
mike.vaughn@ky.gov

Danville Main Street Streetscape
Earl Coffey
City Engineer
City of Danville
859.238.1200
ecoffey@danvilleky.com

Required Forms

AFFIDAVIT

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

1. His/her name is Louis Johnson and he/she is the individual submitting the proposal or is the authorized representative of Gresham Smith, the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF Kentucky

COUNTY OF Jefferson

The foregoing instrument was subscribed, sworn to and acknowledged before me by Louis Johnson on this the 25th day of September, 2025.

My Commission expires: March 22, 2028

Christine H. Huninghake
NOTARY PUBLIC, STATE AT LARGE

Notary ID #KYNP2422

NOTARY ID # KYNP2422 CHRISTINE H. HUNINGHAKE NOTARY PUBLIC STATE AT LARGE KENTUCKY MY COMMISSION EXPIRES MAR. 22, 2028

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- Section 503 of the Rehabilitation Act of 1973 states:

  The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

  The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

****

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

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

Bidders

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

_____ Gresham Smith

Signature *Name of Business*

WORKFORCE ANALYSIS FORM

Name of Organization: Gresham Smith

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	160	103	40	4	2	2	2	0	1	4	1	0	0	1	0	114	46
Professionals	907	374	278	42	43	44	37	1	2	35	30	0	1	5	15	501	406
Superintendents																	
Supervisors																	
Foremen																	
Technicians	21	13	3	2	0	2	1	0	0	0	0	0	0	0	0	17	4
Protective Service																	
Para-Professionals																	
Office/Clerical	115	41	47	4	7	4	6	0	0	1	3	0	0	0	2	50	65
Skilled Craft																	
Service/Maintenance																	
Total:	1203	531	368	52	52	52	46	1	3	40	34	0	1	6	17	682	521

Prepared by: Amy Denton, HRIS Manager **Date:** 09 / 25 / 2025

(Name and Title)

Revised 2015-Dec-15

DIRECTOR, DIVISION OF PROCUREMENT
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov
859-258-3323

Firm Submitting Proposal: Gresham Smith

Complete Address: 100 West Main Street, Suite 350 Lexington 40507
Street City Zip

Contact Name: Louis Johnson Title: Executive Vice President/Project Executive

Telephone Number: 502.593.0938 Fax Number: 866.651.2722

Email address: louis.johnson@greshamsmith.com

LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 34-2025

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. EHI Ryan Holmes 333 West Vine Street, Ste. 300 Lexington, Kentucky 40507 859-425-4881 rholmes@ehiconsultants.com	MBE	Public Engagement	TBD	TBD
2. Stree Plans Mike Lydon 195 Plymouth Street, Fl 5, Ste 17 Brooklyn, NY 11201 917.767.9850 mike@streetplans.org	MBE	Transportation Planning	TBD	TBD
3.				
4.				

The undersigned company representative submits the above list of MDWBE and veteran firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Gresham Smith
Company

Louis Johnson
Company Representative

September 26, 2025
Date

Executive Vice President/Project Executive
Title

LEXINGTON

DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women, and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.

2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.

3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.

4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.

5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.

7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.

9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.

10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.

11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.

12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

    a. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.

13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.

14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

> **Note: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.**

OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:	Gresham Smith	**Date:**	September 26, 2025
Project Name:	Main & Vine Streetscape Plantings & Amenities Redesign Plan	**Project Number:**	RFP#34-2025
Contact Name:	Louis Johnson	**Telephone:**	502.627.8924
Email:	louis.johnson@greshamsmith.com		

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long -term economic viability of Lexington-Fayette Urban County Government.

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☐ No ☒

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☐ VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

See next page for our list of DBE partners from the last two years.

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes ☒ No ☐

List of firms that Bidder/Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned or small businesses regardless of their certification status.

Considering Gresham Smith's 57-year history, multiple locations and multiple markets we serve, a list of all the contracts we currently have with business enterprises owned by minorities, women, service-disabled veterans and small business enterprises would be substantial. However, we estimate that 10-20% of our current contracts involve businesses with economic or social disadvantages. In fact, 10-12% of our contract overall gross revenue goes to such companies. We can provide a detailed list upon request.

- Rasor, Women's Business Enterprise, Mimi Rasor / 513.793.1234
  LFUCG Legacy Business Park, LFUCG Imagine New Circle
- EHI Consultants, Minority Business Enterprise, Ryan Holmes / 859.425.4881
  LFUCG Imagine New Circle, City of Louisville - Broadway All the Way Master Plan
- Third Rock Consultants, Women's Business Enterprise, Molly Foree / 859.977.2000
  LFUCG Legacy Business Park, LFUCG Coldstream Park Master Plan
- Palacio Collaborative, Minority Busienss Enterprise, Michael Palacio / 404.609.9006
  City of Goldsboro - Big Ditch Stream Restoration, Fund for Greater Lexington - Kelley's Landing Master Plan
- Wiser Strategies, Women's Business Enterprise Nancy Wiser / 859.227.8850
  LFUCG Coldstream Park Master Plan
- Logan Patri Engineering, Minority Business Enterprise, Roa Patri / 615.726.2902
  Nashville Metro Parks - Brookmeade Park Master Plan,
- ATHENA, Women's Business Enterprise, Dave Cour / 615.255.9702
  City of Murfreesboro - Veterans Park Master Plan, Nashville Metro Parks - Brookmeade Park Master Plan
- Younger Associates, Women's Business Enterprise, Sharon Younger / 901.276.9323
  TNECD West TN Regional Planning On-Call

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal.

N/A

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.

☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.

☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.

☐ Bidder sponsored an Economic Inclusion Outreach event.

☒ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.

☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.

☒ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.

☒ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.

☒ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.

☒ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

☒ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.

☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.

☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.

☒ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

☐ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

See next page for documentation of outreach via email screenshots.

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

<u>Note</u>: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

On Wed, Sep 10, 2025 at 4:21 PM Louis Johnson <louis.johnson@greshamsmith.com> wrote:

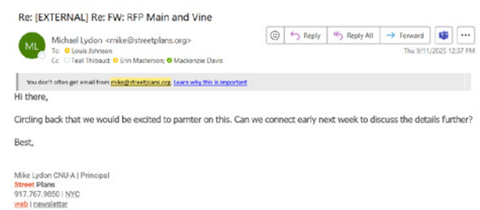
Teal & Mike –

Ask and you shall receive; any chance you have seen this? We feel like we have a really strong inside track on this, and perhaps our mutual expertise would make for a very strong team.

Would love your reaction to this if you could review and let us know.

Have you all gotten your accreditation in Kentucky by chance?

Louis R. Johnson, PLA, ASLA
Executive Vice President – Land Planning



Re: [EXTERNAL] Re: FW: RFP Main and Vine

Michael Lydon <mike@streetplans.org>
To: Louis Johnson
Cc: Teal Thibault; Erin Masterson; Mackenzie Davis

Reply | Reply All | Forward

Thu 9/11/2025 12:37 PM

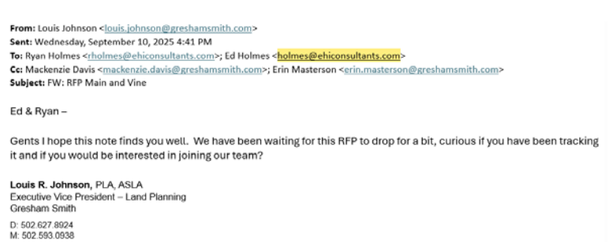
You don't often get email from mike@streetplans.org. Learn why this is important

Hi there,

Circling back that we would be excited to parnter on this. Can we connect early next week to discuss the details further?

Best,

Mike Lydon CNU-A | Principal
Street Plans
917.767.9850 | NYC
web | newsletter



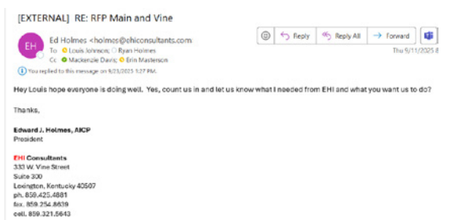
From: Louis Johnson <louis.johnson@greshamsmith.com>
Sent: Wednesday, September 10, 2025 4:41 PM
To: Ryan Holmes <rholmes@ehiconsultants.com>; Ed Holmes <holmes@ehiconsultants.com>
Cc: Mackenzie Davis <mackenzie.davis@greshamsmith.com>; Erin Masterson <erin.masterson@greshamsmith.com>
Subject: FW: RFP Main and Vine

Ed & Ryan –

Gents I hope this note finds you well. We have been waiting for this RFP to drop for a bit, curious if you have been tracking it and if you would be interested in joining our team?

Louis R. Johnson, PLA, ASLA
Executive Vice President – Land Planning
Gresham Smith

D: 502.627.8924
M: 502.593.0938



[EXTERNAL] RE: RFP Main and Vine

Ed Holmes <holmes@ehiconsultants.com>
To: Louis Johnson; Ryan Holmes
Cc: Mackenzie Davis; Erin Masterson

Reply | Reply All | Forward

Thu 9/11/2025 8

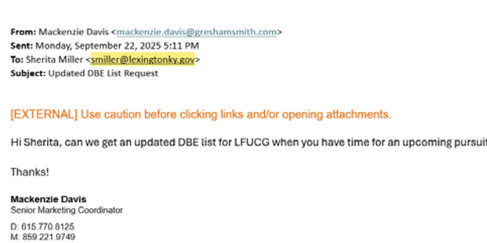
You replied to this message on 9/11/2025 1:27 PM.

Hey Louis hope everyone is doing well. Yes, count us in and let us know what I needed from EHI and what you want us to do?

Thanks,

Edward J. Holmes, AICP
President

EHI Consultants
333 W. Vine Street
Suite 300
Lexington, Kentucky 40507
ph. 859.425.4881
fax. 859.254.8839
cell. 859.321.5643



From: Mackenzie Davis <mackenzie.davis@greshamsmith.com>
Sent: Monday, September 22, 2025 5:11 PM
To: Sherita Miller <smiller@lexingtonky.gov>
Subject: Updated DBE List Request

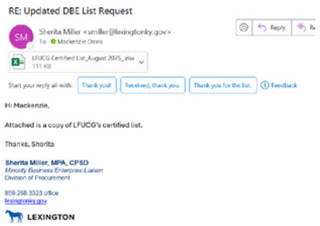
[EXTERNAL] Use caution before clicking links and/or opening attachments.

Hi Sherita, can we get an updated DBE list for LFUCG when you have time for an upcoming pursuit.

Thanks!

Mackenzie Davis
Senior Marketing Coordinator

D: 615.770.8125
M: 859.221.9749



RE: Updated DBE List Request

Sherita Miller <smiller@lexingtonky.gov>
To: Mackenzie Davis

LFUCG Certified List_August 2025_.xlsx
111 KB

Start your reply all with: Thank you! | Received, thank you. | Thank you for the list. | Feedback

Hi Mackenzie,

Attached is a copy of LFUCG's certified list.

Thanks, Sherita

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement

859.258.3323 office
lexingtonky.gov

LEXINGTON

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Gresham Smith	Louis Johnson
Company	**Company Representative**
September 26, 2025	Executive Vice President/Project Executive
Date	**Title**

4870-1925-6809, v. 1

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, safely 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

September 26, 2025

Date

RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

(1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

(2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.

(3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.

(4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

(5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

(6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

Coverage	**Limits**
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Auto Liability	$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	$100K
Professional (E&O) Liability	$1 million per claim

The policies above shall contain the following conditions:

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

b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.

c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

00548704

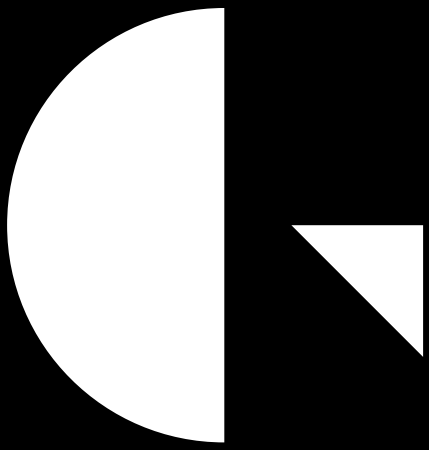
Risk Management Provisions

Insurance & Indemnification

We will supply blanket endorsements consistent with the parties' written contract along with our certificates of insurance after the execution of such contract. However, the insurance and indemnification provisions contain language that will impact our ability to maintain our professional liability insurance coverage for the project as we perform professional services and that insurance covers our negligent acts, errors, and omissions to the extent that we cause an issue.

We would appreciate the opportunity to negotiate this language in sections 1, 2, 3 and 6 so that coverage could be maintained to the benefit of both LFUCG and Gresham Smith.

Gresham Smith



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Memphis, TN
Miami, FL
Nashville, TN
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Tampa, FL

100 West Main Street
Suite 350
Lexington, KY 40505

859.469.5610
GreshamSmith.com

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Lexington-Fayette
Urban County Government

Request for Qualifications

The Lexington-Fayette Urban County Government hereby requests proposals for **RFQ #34-2025 Main & Vine Streetscape Plantings & Amenities Redesign Plan** to be provided in accordance with terms, conditions and specifications established herein.

Sealed submittals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **September 29, 2025.** All forms and information requested in RFQ must be included and attached in Response Attachments tab in Ion Wave.

Submittals received after the date and time set for opening submittals 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 submittals.

Submittals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

The Lexington-Fayette Urban County Government reserves the right to reject any or all submittals, 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 submittal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

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

Kentucky Equal Employment Opportunity Act

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

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;

(2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;

(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers'

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

Notice of contention with the RFQ process must be filed within 3 business days of the bid/submittal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2)

submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the RFQ process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with RFQ processes. If, based on this review, an RFQ 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 RFQ recommendation must be filed within 3 business days of the RFQ 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:

The LFUCG's Selection Committee shall consider the following factors when it evaluates the submittals received:

1. **Experience and Qualifications** of the firm and key personnel, including relevant streetscape, urban design, and public space projects (30 points)
2. **Understanding of Local Context**, including familiarity with Lexington's downtown environment and LFUCG's goals, constraints, and operations (15 points)
3. **Clarity and Feasibility of the Proposed Methodology**, including the firm's understanding of the project intent and approach to coordination, engagement, and delivery (30 points)
4. **Timeline and Work Plan**, including responsiveness to project requirements, schedule feasibility, and capacity to meet deadlines (20 points)
5. **Quality of References** provided from comparable past projects (5 points)

Submittals 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 submittals.

Questions regarding this RFQ shall be addressed through: https://lexingtonky.ionwave.net

Affirmative Action Plan

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

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

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

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

All questions regarding this submittal must be directed to IonWave.

AFFIDAVIT

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

1. His/her name is _____ and he/she is the individual submitting the submittal or is the authorized representative of _____, the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 20__.

My Commission expires: _____

_____
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- Section 503 of the Rehabilitation Act of 1973 states:

  The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

  The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

****

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

in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

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

Bidders

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

_____ _____

Signature *Name of Business*

WORKFORCE ANALYSIS FORM

Name of Organization: _____

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

Prepared by: _____ **Date:** ____/____/____

(Name and Title)

Revised 2015-Dec-15

DIRECTOR, DIVISION OF PROCUREMENT
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov
859-258-3323

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program (MBEP) is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long- term economic viability of Lexington-Fayette Urban County Government.

To that end the urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

Certified Disadvantaged Business Enterprise (DBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.*

Certified Minority Business Enterprise (MBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)*

Certified Women Business Enterprise (WBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.*

Certified Veteran-Owned Small Business (VOSB) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

Certified Service -Disabled Veteran Owned Small Business (SDVOSB) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

The term "Certified" shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Procurement as having the appropriate credentials to make a determination as to the status of the business.
The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)
Kentucky Minority and Women Business Enterprise (MWBE)
Women's Business Enterprise National Council (WBENC)
National Women Business Owners Corporation (NWBOC)
National Minority Supplier Development Council (NMSDC)
Tri-State Minority Supplier Development Council (TSMSDC)
U.S. Small Business Administration Veteran Small Business Certification (VetCert)
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, https://lexingtonky.diversitycompliance.com/

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, smiller@lexingtonky.gov.

LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFQ/Quote Reference #_____

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFQ/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

The undersigned company representative submits the above list of MDWBE and veteran firms to be used in accomplishing the work contained in this Bid/RFQ/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company **Company Representative**

Date **Title**

LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFQ/Quote Reference #_____

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFQ/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Note: Form required if a subcontractor is being substituted on a contract.**

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company _____ **Company Representative** _____

Date _____ **Title** _____

LEXINGTON

DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women, and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.

2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.

3. Attended pre-bid/pre-qualification meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.

4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.

5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work

on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.

7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.

9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.

10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.

11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.

12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

    a. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.

13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid submittal.

14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

> **<u>Note</u>: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.**

OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:		**Date:**	
Project Name:		**Project Number:**	
Contact Name:		**Telephone:**	
Email:			

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long -term economic viability of Lexington-Fayette Urban County Government.

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or submittal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☐ No ☐

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☐ VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

Click or tap here to enter text.

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes ☐ No ☐

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or submittal. Click or tap here to enter tex

If yes, please complete the following pages and submit all pages with your bid and/or submittal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-submittal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☐ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- ☐ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

☐ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.

☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of submittals.

☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.

☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

☐ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

Click or tap here to enter text.

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

<u>Note</u>: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Company	**Company Representative**
Date	**Title**

4870-1925-6809, v. 1

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 RFQ may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the submittal, and such addenda shall be made a part of this RFQ. 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 submittal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all submittals, to award in whole or part, and to waive minor immaterial defects in submittals. LFUCG may consider any alternative submittal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of submittals.

6. Changes/Alterations: Respondent may change or withdraw a submittal 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 submittal, and received by LFUCG prior to the scheduled closing time for receipt of submittals, will be accepted. The submittal, 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 submittal”.

7. Clarification of Proposal: 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 RFQ to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFQ: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFQ, 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 submittal. By acceptance of a Contract under this RFQ, proposer states that it understands the meaning, intent and requirements of the RFQ 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 Submittal.

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, safely 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 submittals 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 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.

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

Coverage	**Limits**
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Auto Liability	$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	$100K
Professional (E&O) Liability	$1 million per claim

The policies above shall contain the following conditions:

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

b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.

c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

00548704

Lexington-Fayette Urban County Government

Main & Vine Streetscape Plantings & Amenities Redesign Plan
Request for Qualifications (RFQ) #34-2025

1. Summary:

Lexington-Fayette Urban County Government (LFUCG) is seeking submissions from qualified consultants to provide professional planning and design services to enhance the public realm along Main Street and Vine Street in downtown Lexington, KY. The project will focus on improving the user experience through updated plantings, lighting, and amenities, while preserving the existing curb-to-curb footprint and hard infrastructure. To avoid overlap, the Town Branch Commons footprint is excluded from the project area.

Key goals include developing modern streetscape strategies that reflect current needs, incorporate streamlined community input through focused engagement with key downtown stakeholders, and align with LFUCG's long-term operations and maintenance (O&M) capacity.

This initiative will build upon the 2008 Downtown Streetscape Master Plan, which guided the successful reconstruction of much of Main and Vine in 2009, while updating the plan to better serve present-day conditions, priorities, and maintenance realities. Over time, challenges have emerged, including declining tree health, inconsistent planting design and upkeep, aging and damaged streetscape elements such as planters and bike racks, and seasonal lighting practices that create long-term maintenance concerns. In addition, some sections of Main and Vine never received the original streetscape upgrades and remain out of step with the rest of the corridor. These realities highlight the need for a refreshed and coordinated approach that ensures a consistent identity, durable infrastructure, and a sustainable maintenance strategy for the future.

The project will also leverage the recently completed Corridors Typology Study and Corridors Commission Guidebook, applying their principles and design strategies to this high-priority downtown corridor. LFUCG will require coordination with the ongoing Downtown Area Master Plan to maintain consistency, synergy, and maximize impact across all related efforts.

2. Project Oversight:

This project is sponsored by the Corridors Commission, with project management co-led by LFUCG staff from the CAO's Office, Division of Environmental Services, and Complete Streets. Ongoing coordination will include stakeholders from Parks & Recreation, Planning, Traffic Engineering, Urban Forestry, and other relevant departments. Lextran, the local transit authority, will be engaged as a key coordinating partner given the importance of Main and Vine as transit corridors and the presence of the downtown Transit Center. KYTC District 7 will be engaged as a key regulatory partner due to state jurisdiction over Main and Vine Streets.

3. Scope of Services:

The selected consultant will be responsible for the following:

A. Project Intent

Design streetscape enhancements for Main and Vine Streets, excluding the Town Branch Commons footprint, to improve the experience for pedestrians, cyclists, transit users, and drivers.

Enhancements should elevate the overall character of the corridor, with an emphasis on planting, lighting, furnishings, and amenities, all within the existing curb-to-curb footprint.

Where existing hard infrastructure is failing or creates safety/maintenance challenges, the consultant may recommend targeted hardscape improvements or modifications. These should be prioritized where they offer clear value for safety, long-term maintenance, or pedestrian comfort, while keeping the overall effort focused on strategies feasible for implementation within LFUCG's available resources and internal workforce capacity.

In addition, recommendations for intersection safety improvements extending beyond the existing curb line are welcome, provided they can be addressed through quick-build or interim safety treatments. Such recommendations should be clearly identified as potential demonstration or phased improvements, with guidance on feasibility and alignment with LFUCG's quick-build practices.

The primary focus is between Jefferson Street and Midland Avenue, with potential extensions for certain recommendations reaching as far as Oliver Lewis Way, to the west, and Hanover Avenue, to the east.

B. Future Phases (Optional Services)
This contract is intended to deliver a streetscape redesign plan that will inform LFUCG's future budgeting process and guide potential implementation funding requests, including federal sources. At LFUCG's sole discretion and subject to funding availability, the selected consultant may be invited through contract modification to provide additional services such as Preliminary Roadway Design, Final Roadway Design, Right-of-Way acquisition support, and/or Utility Relocation services. Inclusion of this language is intended to preserve LFUCG's eligibility to use federal funds in the future and does not obligate LFUCG to advance beyond the planning/design phase described in this RFQ.

<u>KYTC Prequalification (Future Phases)</u>

- For this planning-level scope, KYTC prequalification is not required.
- If LFUCG elects to pursue contract modifications for Preliminary Roadway Design, Final Roadway Design, Right-of-Way, or Utility Relocation services, the selected consultant (or their subconsultant team) may be required to hold the appropriate KYTC prequalification at that time.
- Firms are encouraged, though not required, to note any current KYTC prequalification(s) relevant to potential future phases of work.

C. Design Focus Areas
The selected consultant will prepare detailed, actionable plans in the following areas, ensuring all recommendations consider LFUCG's long-term operations and maintenance capacity and staffing and resource levels.

For each plan listed below, the consultant must:

- Identify recommended locations for new elements. While common streetscape components are listed below, additional recommendations are welcomed based on site conditions, community and stakeholder input, and best practices.
- Specify the quantity and type of each proposed element by corridor.
- Provide dimensions, materials, and specifications suitable for procurement and installation.

- Recommend materials and furnishings that are durable, easily maintainable, and readily replaceable, particularly for items that are frequently impacted or require seasonal installation and upkeep.
- Evaluate existing streetscape elements and recommend whether to retain, refurbish, or replace them.

1. Planting Plan
   Planting recommendations should prioritize species that are native, locally available, and maintainable using LFUCG staffing and resources.
   - Street trees
   - Above-ground planters
   - Rain gardens
   - Tree wells
   - Hanging baskets
2. Street Furniture & Amenities Plan
   Street furniture and amenities should be designed for durability, ease of cleaning, and compatibility with off-the-shelf replacement parts. This may include, but is not limited to, the following:
   - Seating
   - Planters and hanging baskets
   - Bike racks and bus stop amenities
   - Trash and recycling receptacles
   - Wayfinding signage, flags, banners, and interpretive signage
   - Decorative site furnishings
3. Lighting Plan
   All recommendations must take into account seasonal installation feasibility, staffing, and existing equipment capabilities.
   - Evaluate opportunities for additional pedestrian-scale and accent lighting
   - Recommend long-term alternatives to supplement or replace seasonal twinkle lighting
   - Retain and coordinate with existing Granville streetlight fixtures
4. Pedestrian Safety Enhancements Plan
   - Identify opportunities to improve pedestrian safety without significant changes to existing curbs or hard infrastructure
   - Possible treatments may include:
     - Placement of vertical or horizontal safety elements to increase visibility and protect vulnerable users in higher-risk areas
     - Quick-build curb extensions, refuge islands, or lane narrowing treatments that shorten crossing distances, reduce turning speeds, and calm traffic
     - Additional traffic calming measures, such as speed management treatments, high-visibility crosswalk markings, or pedestrian-scale signage, where appropriate

D. Engagement

- Facilitate community input and targeted stakeholder outreach with downtown businesses, property owners, institutions, and civic groups
- Incorporate community feedback into concept development and refinement

E. Staff Coordination

- Participate in scheduled work sessions with LFUCG staff and advisory groups

- Coordinate across departments to align design with operations, maintenance, and regulatory needs
- Engage directly with departments responsible for ongoing maintenance to ensure recommended elements are compatible with staff expertise, existing parts, service agreements, and warranties

F. KYTC Coordination and Regulatory Compliance

- Recognize that Main and Vine Streets are state designated routes
- Ensure all proposed streetscape enhancements comply with applicable KYTC standards, permitting requirements, and review processes
- Identify all design elements requiring KYTC review or encroachment permit approval
- Coordinate with KYTC District 7 staff to review concepts and ensure feasibility within state right-of-way
- Integrate KYTC feedback into plan refinement

G. Lextran Coordination

- Recognize that Main and Vine Streets are critical transit corridors, particularly due to the presence of the downtown Transit Center on Vine Street
- Ensure that all proposed streetscape enhancements support safe, efficient, and accessible transit operations
- Coordinate with Lextran staff during concept development to review potential impacts
- Integrate Lextran feedback into plan refinement

4. Final Deliverables

The consultant(s) shall deliver the following:

- Streetscape layout plans for Main and Vine Streets, showing recommended locations for plantings, lighting, furnishings, amenities, and safety elements. *For this planning-level scope, KYTC CADD Standards are not required; however, if the project advances to Preliminary or Final Roadway Design, the consultant team (or a future engineering partner) will be expected to utilize the most recent KYTC CADD Standards for Highway Plans Policy.*
- Detailed planting, street furniture, and amenities plans and schedule.
- Lighting concepts and placement strategies.
- Pedestrian safety improvement recommendations.
- Product specifications for all recommended elements.
- Maintenance and durability guidance, developed in consultation with LFUCG maintenance staff to ensure compatibility with existing parts, service protocols, and warranty systems over the long term.

Note: LFUCG expects the deliverables to be detailed and implementable, but not full construction drawings. Plans should include dimensioned layouts, specifications, product counts, and recommendations sufficient for LFUCG divisions to implement directly where elements can be procured or installed by city staff. Deliverables should stop short of Final Roadway Design or stamped engineering plans, which may be pursued separately in future phases if the project advances to that stage and if this level of detail is necessary.

5. Timeline

The project timeline shall be as follows:

a) Submission Deadline: September 29, 2025
b) Consultant Selection: October 2025
c) Commencement of Work: anticipated January 2026
d) Submission of Final Report: anticipated July 2026

6. Submission Requirements:
Interested consultants are invited to submit in accordance with the guidelines provided in this RFQ. Submissions should include:

a) Company profile, relevant experience, and past projects, including key team members and roles.
b) Description of project understanding.
c) Proposed methodology and approach.
d) Proposed schedule and work plan detailing key milestones and deliverables.
e) References from previous clients/projects with contact names, phone numbers, and email addresses.

No cost proposal shall be included in the response. Cost will be negotiated after selection with the most qualified firm. Interested firms must submit electronically to IonWave no later than 2pm, September 29, 2025.

7. Evaluation Criteria
Submissions will be evaluated solely based on the qualifications and demonstrated capabilities of the submitting firms. Cost proposals must not be included in the submission and will not be used in the evaluation process.

a) **Experience and Qualifications** of the firm and key personnel, including relevant streetscape, urban design, and public space projects (30 points)
b) **Understanding of Local Context**, including familiarity with Lexington's downtown environment and LFUCG's goals, constraints, and operations (15 points)
c) **Clarity and Feasibility of the Proposed Methodology**, including the firm's understanding of the project intent and approach to coordination, engagement, and delivery (30 points)
d) **Timeline and Work Plan**, including responsiveness to project requirements, schedule feasibility, and capacity to meet deadlines (20 points)
e) **Quality of References** provided from comparable past projects (5 points)

Evaluation	100 Possible Points
Experience & Qualifications	30 Points
Understanding of Local Context	15 Points
Clarity & Feasibility of Proposed Methodology	30 Points
Timeline & Work Plan	20 Points
Quality of References	5 Points

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/19/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Risk Strategies Company
104 Woodmont Blvd.
Nashville, TN 37205

www.risk-strategies.com

CONTACT NAME: Judy Witt
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS: jwitt@risk-strategies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	11150
INSURER B : Travelers Property Casualty Co of America	25674
INSURER C : XL Specialty Insurance Company	37885
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Gresham Smith
222 2nd Avenue South, Suite 1400
Nashville TN 37201-2308

COVERAGES **CERTIFICATE NUMBER:** 88001736 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ✓ PRO-JECT ☐ LOC ☐ OTHER:			ZAGLB9264002	10/1/2025	10/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** ✓ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ZACAT9304702	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
B	✓ **UMBRELLA LIAB** ✓ OCCUR ✓ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ✓ RETENTION $ 10,000			CUP-2X879333	10/1/2025	10/1/2026	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		ZAWCI9765402	10/1/2025	10/1/2026	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability			DPR5048230	10/1/2025	10/1/2026	Each Claim Annual Aggregate	$1,000,000 $1,000,000
A	Cyber Liability			NPL0068338-03	10/1/2025	10/1/2026	Each Claim Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: GS Project No. 50804.00
30 day notice of cancellation except 10 day notice for non-payment of premium.

CERTIFICATE HOLDER

Lexington Fayette Urban County Government
Attn: Brandi Peacher
200 E Main Street
Lexington KY 40507

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Dale Crow

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Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1106-25

File ID:	1106-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	2	**Contract #:**		**In Control:**	Grants and Special Programs
				File Created:	11/17/2025
File Name:	Request Council authorization to accept additional grant funds from the Kentucky Cabinet for Health and Family Services (CHFS), Kentucky Department for Medicaid Services under the Kentucky Community Crisis Co-Response Grant Program in the amount of $125,0			**Final Action:**	

Title: Authorization to accept additional grant funds from the Kentucky Cabinet for Health and Family Services (CHFS), Kentucky Department for Medicaid Services under the Kentucky Community Crisis Co-Response Grant Program in the amount of $125,000 to support the expansion of the Community Paramedicine Crisis Response program. The acceptance of which obligates $12,500 in local match. Budget amendment in process; grant match is budgeted. (L1106-25)(Wells/Armstrong)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	26-Blue Sheet KY CCCR Grant Add'l, FW_ Additional Funding, BA 14022 add'l funds, Copy of LFUCG KY CCCR Budget additional funding proposal revised	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 1106-25

Title

Authorization to accept additional grant funds from the Kentucky Cabinet for Health and Family Services (CHFS), Kentucky Department for Medicaid Services under the Kentucky Community Crisis Co-Response Grant Program in the amount of $125,000 to support the expansion of the Community Paramedicine Crisis Response program. The acceptance of

which obligates $12,500 in local match. Budget amendment in process; grant match is budgeted. (L1106-25)(Wells/Armstrong)

Summary

Authorization to accept additional grant funds from the Kentucky Cabinet for Health and Family Services (CHFS), Kentucky Department for Medicaid Services under the Kentucky Community Crisis Co-Response Grant Program in the amount of $125,000 to support the expansion of the Community Paramedicine Crisis Response program. The acceptance of which obligates $12,500 in local match. Budget amendment in process; grant match is budgeted. (L1106-25)(Wells/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted: Budget amendment is in process.

Account Number:

This Fiscal Year Impact: $125,000

Annual Impact: $0

Project: CCCR_FIRE_2024

Activity: FED_GRANT

Budget Reference: 2024

Current Balance: BA in process

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

TO: **LINDA GORTON, MAYOR**
URBAN COUNTY COUNCIL

FROM: **THERESA REYNOLDS, DIRECTOR**
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: **NOVEMBER 14, 2025**

SUBJECT: **Accept Additional Funds from Kentucky Cabinet for Health and Family Services (CHFS), Kentucky Department for Medicaid Services under the Kentucky Community Crisis Co-Response Grant Program for the Lexington Fire Department**

Request: Council authorization to accept additional grant funds from the Kentucky Cabinet for Health and Family Services (CHFS), Kentucky Department for Medicaid Services under the Kentucky Community Crisis Co-Response Grant Program in the amount of $125,000 to support the expansion of the Community Paramedicine Crisis Response program. The acceptance obligates the Urban County Government to provide $12,500 in local match.

Why are you requesting? On October 26, 2023 (Resolution 584-2023), Council accepted grant funds from the Kentucky Cabinet for Health and Family Services (CHFS), Kentucky Department for Medicaid Services under the Kentucky Community Crisis Co-Response Grant Program funds in the amount of $775,000 with Urban County Government obligating $75,000 in match funds. Kentucky Cabinet for Health and Family Services (CHFS), Kentucky Department for Medicaid Services under the Kentucky Community Crisis Co-Response Grant Program has offered an additional award of $125,000 to expand the existing Crisis Response program. Acceptance of these funds will allow the Division of Fire and Emergency Services to add one full-time Crisis Responder position and establish a second Crisis Response Unit (CRU). This action is necessary to meet the growing community demand for behavioral health crisis response and to ensure continued compliance with the grant requirements. Match of $12,500 is required.

What is the cost in this budget year and future budget years? Cost in FY26 is $125,000. LFUCG is required to provide match of $12,500.

Grant Year & Match %	CHFS Share	Local Share	Total
Fiscal Year 2026 (90/10)	$56,250	$6,250	$62,500
Fiscal Year 2027 (90/10)	$56,250	$6,250	$62,500
Total	**$112,500**	**$12,500**	**$125,000**

Are the funds budgeted? Budget amendment is in process. Grant match is budgeted 1101-505702-5717-78201

File Number: 1106-25

Director/Commissioner: Wells/Armstrong

From: Alexander Jann <JannA@lexingtonky.gov>
Sent: Monday, November 3, 2025 2:29 PM
To: Albulena Jahjaga <ajahjaga@lexingtonky.gov>
Subject: Fw: Additional Funding KY CCCR for FY2026

This is what I received from the crisis grant.

Alex Jann
Lieutenant, Community Paramedicine
Division of Fire & Emergency Services

859.280.8951 Office
859.230.7953 cell
Janna@lexingtonky.gov

From: KYCCR <KYCCR@mslc.com>
Sent: Monday, November 3, 2025 2:26:14 PM
To: Alexander Jann <JannA@lexingtonky.gov>; KYCCR <KYCCR@mslc.com>
Subject: RE: Additional Funding

[EXTERNAL] Use caution before clicking links and/or opening attachments.

Hey Alex,

Many apologies for any confusion. There is no contract for LFUCG on the expansion funds. Your program was approved for the budget attached. Future invoices must clarify spend down against the additional funding in the narrative section.

Please confirm.
Thanks
Amy

From: Alexander Jann <JannA@lexingtonky.gov>
Sent: Monday, November 3, 2025 11:27 AM
To: KYCCR <KYCCR@mslc.com>
Subject: Additional Funding

CAUTION: External Email - This email originated from outside of Myers and Stauffer. Do not click on links or open attachments unless you recognize the sender and know that the content is safe. If you believe that this email is suspicious, please reference your Phishing Guidelines before taking further action.

Good morning,

We accepted the additional funding on 7/17/25 and we were supposed to receive a follow-up email so we could move forward. I do not believe I ever received any new documentation regarding the additional funds. In order for us to receive the funds legal has to look at the contract and council will have to read on it before the Mayor is able to sign.

Thank You,

Alex Jann
Lieutenant, Community Paramedicine
Division of Fire & Emergency Services

859.280.8951 Office
859.230.7953 cell
Janna@lexingtonky.gov

LEXINGTON

250Lex
1775-2025

Search in Menu

LFUCG Budget Amendment Request Form

Requester: Moore,Celia E **Date:** 11/19/2025 **Status:** Pending Approval **Amend Nbr:** 14022

Business Unit: LFUCG **Journal Date:** 11/19/2025 **Budget Period:** 2026 **Bid:** ☐ **Admin Review:** ☐

Personnel, Operating & Capital Accounts

Personalize | Find | View All | First 1 of 1 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3190	505701	5701	63155	OT F & P-Unsch Not Pen Eligibl	125,000.00	WELLSJG	KARMSTRO	

Revenue Accounts

Personalize | Find | View All | First 1-2 of 2 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3190	505701	5701	44010	Intergovernmental - Federal	112,500.00	WELLSJG	KARMSTRO	
2	3190	505701	5701	45911	Transfer From General Service	12,500.00	WELLSJG	KARMSTRO	

Project/Grant Revenue

Project/Grant Expenditures

Comments:

To budget additional funds awarded on KY Community Crisis Co-Response Grant Program (CCCR_FIRE_2024)

Net Amend Amt: 0.00

Submit for Approval

Save Add

REVISED BUDGET TEMPLATE AND NARRATIVE
GRANTEE CCCR COST SUMMARY
Lexington-Fayette Urban County Government

Grant Year 1: July 1, 2024 - June 30, 2025
90%/10%: State/Grantee Share Funding

LINE	ITEM	Cost (Dollars)	In-Kind Amount	Total Cost	Total Funding Request	State Share Amount @ 90%	Grantee Share Amount @ 10%
1	Personnel	$ -	$ -	$ -			
2	Training	$ -	$ -	$ -			
3	Equipment	$ -	$ -	$ -	$ -	$ -	$ -
4	Supplies	$ -	$ -	$ -			
5	Other Costs	$ -	$ -	$ -			
	TOTAL COST	**$ -**	**$ -**	**$ -**			

Acknowledgement Required: Grantee Share Amount is the responsibility of the Applicant/Grantee
Acknowledge

Grant Year 2: July 1, 2025 - June 30, 2026
90%/10%: State/Grantee Share Funding

LINE	ITEM	Cost (Dollars)	In-Kind Amount	Total Cost	Total Funding Request	State Share Amount @ 90%	Grantee Share Amount @ 10%
1	Personnel	$ 62,500.00	$ -	$ 62,500.00			
2	Training	$ -	$ -	$ -			
3	Equipment	$ -	$ -	$ -	$ 62,500.00	$ 56,250.00	$ 6,250.00
4	Supplies	$ -	$ -	$ -			
5	Other Costs	$ -	$ -	$ -			
	TOTAL COST	**$ 62,500.00**	**$ -**	**$ 62,500.00**			

Acknowledgement Required: Grantee Share Amount is the responsibility of the Applicant/Grantee
Acknowledge

Grant Year 3: July 1, 2026 - June 30, 2027
90%/10%: State/Grantee Share Funding

LINE	ITEM	Cost (Dollars)	In-Kind Amount	Total Cost	Total Funding Request	State Share Amount @ 90%	Grantee Share Amount @ 10%
1	Personnel	$ 62,500.00	$ -	$ 62,500.00			
2	Training	$ -	$ -	$ -			
3	Equipment	$ -	$ -	$ -	$ 62,500.00	$ 56,250.00	$ 6,250.00
4	Supplies	$ -	$ -	$ -			
5	Other Costs	$ -	$ -	$ -			
	TOTAL COST	**$ 62,500.00**	**$ -**	**$ 62,500.00**			

Acknowledgement Required: Grantee Share Amount is the responsibility of the Applicant/Grantee
Acknowledge

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1109-25

File ID:	1109-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Grants and Special Programs
				File Created:	11/18/2025
File Name:	UK Research Foundation Addendum			**Final Action:**	

Title: Authorization to approve the First Addendum to the Evaluation Services Agreement with the University of Kentucky Research Foundation (UKRF). This addendum renews UKRF's role as the evaluator for the Community Paramedicine Overdose Outreach Lexington for an additional term from October 1, 2025, through September 30, 2026. No budgetary impact. (L1109-25)(Wells/Armstrong)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	UK research foundation addendum_2025, Addendum to LFUCG-UK CDAR Agreement_2025	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Tammy james	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 1109-25

Title

Authorization to approve the First Addendum to the Evaluation Services Agreement with the University of Kentucky Research Foundation (UKRF). This addendum renews UKRF's role as the evaluator for the Community Paramedicine Overdose Outreach Lexington for an additional term from October 1, 2025, through September 30, 2026. No budgetary impact. (L1109-25)(Wells/Armstrong)

Summary

Authorization to approve the First Addendum to the Evaluation Services Agreement with the University of Kentucky Research Foundation (UKRF). This addendum renews UKRF's role as the evaluator for the Community Paramedicine Overdose Outreach Lexington for an additional term from October 1, 2025, through September 30, 2026. No budgetary impact.

(L1109-25)(Wells/Armstrong)
Budgetary Implications: NO
Advance Document Review:
Law: Yes, Michael Sanner
Risk Management: No
Fully Budgeted: N/A
Account Number:
This Fiscal Year Impact: $
Annual Impact: $
Project:
Activity:
Budget Reference:
Current Balance:

MAYOR LINDA GORTON

LEXINGTON

Jason G. Wells
Fire Chief

TO: Mayor Linda Gorton

FROM: Jason G. Wells, Fire Chief

DATE: November 18, 2025

SUBJECT: SERVICES AGREEMENT WITH UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION

The Division of Fire and Emergency Services request authorization to approve the First Addendum to the Evaluation Services Agreement with the University of Kentucky Research Foundation (UKRF). This addendum renews UKRF's role as the evaluator for the Community Paramedicine Overdose Outreach Lexington (CPOOL) project for an additional term from October 1, 2025, through September 30, 2026, under the existing grant awarded by the U.S. Department of Justice, Bureau of Justice Assistance (BJA). All other terms and conditions of the original agreement dated April 11, 2024, remain in effect.

Department needs this action completed because: Approval of this addendum ensures the continued evaluation of the Community Paramedicine Overdose Outreach Lexington (CPOOL) project as required by the BJA grant. Timely authorization allows UKRF to provide uninterrupted evaluation services, ensures compliance with grant requirements, and supports the department's ongoing efforts to measure outcomes and improve program effectiveness.

What is the cost in this budget year and future budget years?

The cost for this FY is: There is no impact to the General Fund

The cost for future FY is: There is no impact to the General Fund

Are the funds budgeted?

No impact on the budget, COSSUP Grant Funded

File Number:

If a contract, please indicate the cancelation clause

The original Agreement and this addendum may be terminated earlier by mutual written agreement of the parties. No other specific cancellation provisions are outlined in the addendum; all other terms and conditions of the original Agreement dated April 11, 2024, remain in effect.

Director/Commissioner: Wells/Armstrong

ADDENDUM NO. 1 TO EVALUATION SERVICES AGREEMENT WITH UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION

THIS FIRST ADDENDUM TO AGREEMENT, made and entered into on this _____ day of _____ 2024, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 ("LFUCG"), and **UNIVERSITY OF KENTUCKY RESARCH FOUNDATION** ("UKRF"), whose main address is 109 Kinkead Hall, Lexington, Kentucky 40506-0057.

WHEREAS, the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (BJA) awarded LFUCG grant funding over a period of three (3) years under the BJA FY 23 Comprehensive Opioid, Stimulant, and Substance Use Site-based Program (COSSUP) (Award No. 15PBJA-23-GG-02369-COAP) in support of its Community Paramedicine Overdose Outreach Lexington (CPOOL) project; and

WHEREAS, LFUCG and UKRF entered into an Agreement dated April 11, 2024, ("Agreement"), identifying UKRF as an "Evaluator" for evaluating processes and outcomes of the Community Paramedicine Overdose Outreach Lexington (CPOOL) project and oversight of reporting over the term of the grant period, compensating UKRF Eighty-Three Thousand Nine Hundred Fifty-Four Dollars ($83,954.00) for their services;

WHEREAS, the Agreement states in part, in Paragraph 2 titled Effective Date; Term of the Statement of Agreement: "This Agreement shall commence on October 1, 2023 (the "Effective Date"), and shall continue in effect through September 30, 2024 (the "Initial Term"), unless earlier terminated. Upon mutual written agreement, the Parties may renew this Agreement, in whole or in part, for two (2) successive terms of one (1) year each (each, a "Renewal Term"), with the final Renewal Term ending on September 30, 2026";

WHEREAS, the Agreement states in part, in Paragraph 5 titled Compensation; Method of Payment of the Statement of Agreement: "LFUCG shall compensate UKRF for the Services in an amount which shall not exceed Eighty-Three Thousand Nine Hundred Fifty-Four Dollars ($83,954.00) during each year of the Grant Period as outlined in Exhibit 'B' for the performance of the Services.";

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises stated in the Agreement, the parties hereto agree to renew the Evaluation Services Agreement beginning October 1, 2024, through September 30, 2025.

The parties agree that all other terms and conditions of the Agreement dated April 11, 2024, shall continue to apply.

[INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties executed this Amendment at Lexington, Kentucky, the day, month, and year above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

_____
Linda Gorton, Mayor

ATTEST:

_____
Clerk of Urban County Council

UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION

BY_____
Kim C. Carter, Executive Director

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1110-25

File ID:	1110-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Environmental Services
				File Created:	11/18/2025
File Name:	Amendment to Agreement with New Life Day Center, Inc.			**Final Action:**	

Title: Authorization to amend the Purchase of Service Agreement (PSA), approved pursuant to R-638-2024, with New Life Day Center, Inc., to perform Litter Pickup Service with Panhandler Participation, increasing the cost in the amount of $60,000, from $150,000 to $210,000. For additional litter pickup services and to cover rising operational costs. Funds are budgeted. (L1110-25)(Carey/Albright)

Notes: RIO 11/25/2025. MS

Sponsors:		**Enactment Date:**	
Attachments:	bluesheet memo New Life Day Center PSA amendment, amendment to purchase of service agreement	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Jennifer Carey	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 1110-25

Title

Authorization to amend the Purchase of Service Agreement (PSA), approved pursuant to R-638-2024, with New Life Day Center, Inc., to perform Litter Pickup Service with Panhandler Participation, increasing the cost in the amount of $60,000, from $150,000 to $210,000. For additional litter pickup services and to cover rising operational costs. Funds are budgeted. (L1110-25)(Carey/Albright)

Summary

Authorization to amend the Purchase of Service Agreement (PSA), approved pursuant to R-638-2024, with New Life Day Center, Inc., to perform Litter Pickup Service with Panhandler Participation, increasing the cost in the amount of $60,000, from $150,000 to

$210,000. For additional litter pickup services and to cover rising operational costs. Funds are budgeted. (L1110-25)(Carey/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: {Yes, Completed by Todd Henning, 11/18/25}

Risk Management: {No}

Fully Budgeted [select]: Yes

Account Number: 4051-313201-3091-76101

This Fiscal Year Impact: $210,000.00

Annual Impact:

Project:

Activity:

Budget Reference:

Current Balance: $210,000.00

MAYOR LINDA GORTON

LEXINGTON

JENNIFER M. CAREY, P.E.
DIRECTOR
ENVIRONMENTAL SERVICES

TO: Mayor Linda Gorton
Urban County Council

FROM: Jennifer M. Carey, P.E., Director
Division of Environmental Services

DATE: November 12, 2025

SUBJECT: Authorization to amend agreement with New Life Day Center, Inc., for litter pickup service with panhandler participation

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Request
The purpose of this memorandum is to request Council authorization for the Mayor to amend the Purchase of Service Agreement (PSA) approved pursuant to R-638-2024 with New Life Day Center, Inc., to perform Litter Pickup Service with Panhandler Participation at a cost of $210,000.00 per year.

Why are you requesting?
This PSA amendment changes the maximum payment amount to New Life Day Center from $150,000.00 per year to $210,000.00 per year for continuation of the litter pickup services provided by their clients. New Life Day Center will perform additional litter pickup services for LFUCG and finance rising operational costs with the $60,000 increase.

What is the cost in this budget year and future budget years?
The cost for FY26 is $210,000.00. The cost for FY27 and FY28 is projected to be $210,000.00 per year.

Are the funds budgeted?
Yes, funds are budgeted and available in 4051-313201-3091-76101.

File Number: 1110-25

Director / Commissioner: Carey / Albright

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (the "Amendment"), dated as of _____, 2025, (the "Effective Date"), by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT,** an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and NEW LIFE DAY CENTER, INC. a Kentucky corporation, ("Organization") with offices located at 224 North Martin Luther King Boulevard, Lexington, Kentucky 40507.

RECITALS

WHEREAS, the Parties entered into a Purchase of Service Agreement dated December 6, 2024, (the "Agreement") pursuant to R-638-2024, for ORGANIZATION to perform litter pickup with panhandler participation as described therein; and

WHEREAS, the total amount to be paid by the GOVERNMENT under the Agreement was not to exceed $150,000.00, but the amount of actual services provided by ORGANIZATION under the Agreement will exceed that amount; and

WHEREAS, the Parties desire to amend the Agreement to increase the sum by $60,000 in order for the GOVERNMENT to properly compensate ORGANIZATION for its services performed; and

WHEREAS, the Parties hereby agree to amend the total payment amount as described above in accordance with the terms and conditions of the Agreement.

STATEMENT OF AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the Parties agree to modify the original Agreement as follows:

1. Incorporation of Recitals. The above recitals are incorporated herein as a part of this Amendment.

2. Section 2. The Parties agree to modify Section 4 (PAYMENT) of the Agreement to increase the sum by $60,000.00 as follows:

> “LFUCG shall pay Organization a total amount not to exceed two hundred and ten thousand dollars ($210,000.00) per year and one van (VIN #1FBNE31L86DA19029) for the performance of the Services. Payments shall be made monthly for expenditures Organization actually incurred, only after receipt of monthly invoices and associated reports. The funds are limited to the services provided herein and may not be spent by 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 included in the above payment.”

3. Effect. All other provisions of the Agreement, which are attached hereto as "Exhibit A" and incorporated herein as if fully stated, not inconsistent with the provisions of this Amendment shall remain in full force and effect.

[Signature page follows]

IN WITNESS WHEREOF, the parties certify that they have been duly authorized to execute, deliver, and perform this Amendment, and have executed the same as of the Effective Date written above.

LEXINGTON-FAYETTE
URBAN COUNTY GOVERNMENT

By: _____
Linda Gorton, Mayor

ATTEST:

_____
Clerk of the Urban County Council

ORGANIZATION

By: _____

_____

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1111-25

File ID:	1111-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	2	**Contract #:**		**In Control:**	Housing Advocacy & Community Development
				File Created:	11/19/2025
File Name:	Legal Aide of the Bluegrass 3rd Amendment to Sub Recipient Agreement			**Final Action:**	

Title: Authorization to execute a third amendment to the Subrecipient Agreement (Reso. 241-2023) with Legal Aid of the Bluegrass, increasing the funding by $95,305.99 by reallocating unspent grant funds within the project. Funds are budgeted. (L1111-25)(Lanter)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Blue sheet memo Legal Aid Funding increase 11-20-2025, Legal Aid third amendment 11-20-2025, Legal Aid second amendment 03-26-2025, Legal Aid first amendment 12-20-2024, Legal aid ARPA 2021 Subrecipient Agreement 02-05-2024	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Dina Melvin	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 1111-25

Title

Authorization to execute a third amendment to the Subrecipient Agreement (Reso. 241-2023) with Legal Aid of the Bluegrass, increasing the funding by $95,305.99 by reallocating unspent grant funds within the project. Funds are budgeted. (L1111-25)(Lanter)

Summary

Authorization to execute a third amendment to the Subrecipient Agreement (Reso. 241-2023) with Legal Aid of the Bluegrass, increasing the funding by $95,305.99 by reallocating unspent grant funds within the project. Funds are budgeted. (L1111-25)(Lanter)
Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Brittany Smith, 11/21/2025
Risk Management: N/A

Fully Budgeted: Yes

Account Number: 3230-160201-0001-71101

This Fiscal Year Impact: $95,305.99

Annual Impact: NA

Project: CV_ERAP_2021

Activity: FED_GRANT

Budget Reference: 2021

Current Balance: budgeted

MAYOR LINDA GORTON

LEXINGTON

CHARLIE LANTER
COMMISSIONER
HOUSING ADVOCACY &
COMMUNITY DEVELOPMENT

TO: **LINDA GORTON, MAYOR**
URBAN COUNTY COUNCIL

FROM: **CHARUE LANTER, COMMISSIONER**
DEPARTMENT OF HOUSING ADVOCACY AND COMMUNITY DEVELOPMENT

DATE: **November 20, 2025**

SUBJECT: **Third Amendment to Subrecipient Agreement with Legal Aid of Bluegrass, increasing the funding by $95,305.99, by reallocating unspent funds within the grant.**

Request: Council authorization to amend a Subrecipient Agreement with Legal Aid of the Bluegrass increasing the funding by $95,305.99, by reallocating unspent funds within the grant.

Purpose of Request: The original agreement with Legal Aid of the Bluegrass, R#241-2023 was passed on 4-27-2023.

The first amendment to the agreement R#632-2024, was passed on 12-5-2024. It extended the performance period to June 30, 2025.

The second amendment to the agreement, R#112-2025, was passed on 03-20-2025. It increased the funding by $667,796.00 and extended the performance period to September 30, 2025.

The third amendment is needed to reallocate remaining unspent funds within the grant.

What is the cost in this budget year and future budget years? $95,305.99

Are the funds budgeted? YES

Account number: 3230-160201-0001-71101

File Number: 1111-25

Director/Commissioner: Lanter

THIRD AMENDMENT TO SUBRECIPIENT AGREEMENT

THIS THIRD AMENDMENT TO SUBRECIPIENT AGREEMENT ("Third Amendment"), is made and entered into on _____ day of _____, 2025, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "GOVERNMENT"), and **NORTHERN KENTUCKY LEGAL AID SOCIETY, INC. DBA LEGAL AID OF THE BLUEGRASS,** a Kentucky non-profit corporation pursuant to KRS Chapter 273 and located at 300 East Main Street, Suite 110, Lexington, Kentucky (hereinafter referred to as **"SUBRECIPIENT").**

WHEREAS, GOVERNMENT and SUBRECIPIENT entered into a Subrecipient Agreement dated February 5, 2023 ("Agreement"), in which the SUBRECIPIENT was allocated $919,473.00 in federal funds, for the performance of services as specified therein, for a term lasting until December 31, 2024, later amended via the First Amendment to Subrecipient Agreement and Second Amendment to Subrecipient Agreement ("Amendments");

WHEREAS, the parties now mutually desire to allocate additional funds and further extend their Agreement;

WHEREAS, the Agreement provides that the Agreement may be amended only in a writing executed by the GOVERNMENT and the SUBRECIPIENT.

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions and covenants, the parties hereto agree as follows:

A. Sections I.C of the Agreement, titled "STATEMENT OF WORK – Budget and Use of Funds" and I.E of the Agreement, titled "STATEMENT OF WORK – Payment," shall both be amended to provide that the total amount of Grant funds paid shall not exceed **ONE MILLION SIX HUNDRED EIGHTY-TWO THOUSAND FIVE HUNDRED AND SEVENTY-FIVE DOLLARS ($1,682,575.00).**

B. In all other respects, except as specifically modified herein, the terms of the Agreement as amended via the aforementioned Amendments, shall remain in full force and effect with respect to the provisions outlined therein.

IN WITNESS WHEREOF, the parties executed this Third Amendment on the date above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

_____
Linda Gorton, Mayor

ATTEST:

_____
Clerk of Urban County Council

R112-2025

SECOND AMENDMENT TO SUBRECIPIENT AGREEMENT

THIS SECOND AMENDMENT TO SUBRECIPIENT AGREEMENT ("Second Amendment"), is made and entered into on 26 day of March, 2025, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "GOVERNMENT"), and **NORTHERN KENTUCKY LEGAL AID SOCIETY, INC. DBA LEGAL AID OF THE BLUEGRASS,** a Kentucky non-profit corporation pursuant to KRS Chapter 273 and located at 300 East Main Street, Suite 110, Lexington, Kentucky (hereinafter referred to as **"SUBRECIPIENT").**

WHEREAS, GOVERNMENT and SUBRECIPIENT entered into a Subrecipient Agreement dated February 5, 2023 ("Agreement"), in which the SUBRECIPIENT was allocated $919,473.00 in federal funds, for the performance of services as specified therein, for a term lasting until December 31, 2024, later extended via the First Amendment to Subrecipient Agreement;

WHEREAS, the parties now mutually desire to allocate additional funds and further extend their Agreement;

WHEREAS, the Agreement provides that the Agreement may be amended only in a writing executed by the GOVERNMENT and the SUBRECIPIENT.

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions and covenants, the parties hereto agree as follows:

A. Sections I.C of the Agreement, titled "STATEMENT OF WORK – Budget and Use of Funds" and I.E of the Agreement, titled "STATEMENT OF WORK – Payment," shall both be amended to provide that the total amount of Grant funds paid shall not exceed **ONE MILLION FIVE HUNDRED EIGHTY-SEVEN THOUSAND TWO HUNDRED AND SIXTY-NINE DOLLARS ($1,587,269.00).**

B. Section I.F of the Agreement, titled: "STATEMENT OF WORK – Schedule – Time of Performance" shall be amended to read that the Agreement shall last until **September 30, 2025.**

C. The parties intend for this Agreement, herein Amended, to replace the parties Purchase of Service Agreement ("PSA") executed on _____, and that PSA is now considered null and void.

D. In all other respects, except as specifically modified herein, the terms of the Agreement shall remain in full force and effect with respect to the provisions outlined therein.

IN WITNESS WHEREOF, the parties executed this Second Amendment the day, month, and year above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Linda Gorton

Linda Gorton, Mayor

ATTEST:

Clerk of Urban County Council

Deputy

NORTHERN KENTUCKY LEGAL AID SOCIETY INC., DBA LEGAL AID OF THE BLUEGRASS

BY_____

Executive Director

4902-0180-3793, v. 1

FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT

THIS FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT ("Amendment"), is made and entered into on 5th day of December 2024, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "GOVERNMENT"), and **NORTHERN KENTUCKY LEGAL AID SOCIETY, INC. DBA LEGAL AID OF THE BLUEGRASS,** a Kentucky non-profit corporation pursuant to KRS Chapter 273 and located at 300 East Main Street, Suite 110, Lexington, Kentucky (hereinafter referred to as **"SUBRECIPIENT").**

WHEREAS, GOVERNMENT and SUBRECIPIENT entered into a Subrecipient Agreement dated February 5, 2023 ("Agreement"), in which the SUBRECIPIENT was allocated $919,473.00 in federal funds, for the performance of services as specified therein, for a term lasting until December 31, 2024;

WHEREAS, the parties now mutually desire to extend that Agreement;

WHEREAS, the Agreement provides that the Agreement may be amended only in a writing executed by the GOVERNMENT and the SUBRECIPIENT.

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions and covenants, the parties hereto agree as follows:

A. Section I.F of the Agreement, titled: "STATEMENT OF WORK – Schedule – Time of Performance" shall be amended to read that the Agreement shall last until June 30, 2025.

B. In all other respects, except as specifically modified herein, the terms of the Agreement shall remain in full force and effect with respect to the provisions outlined therein.

IN WITNESS WHEREOF, the parties executed this Agreement the day, month, and year above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Linda Gorton

Linda Gorton, Mayor

ATTEST:

Clerk of Urban County Council

NORTHERN KENTUCKY LEGAL AID SOCIETY INC., DBA LEGAL AID OF THE BLUEGRASS

BY _____
Executive Director

4855-8489-2156, v. 1

AMERICAN RECUE PLAN ACT OF 2021 SUBRECIPIENT AGREEMENT

THIS AGREEMENT is made and entered into on the 5th day of February, ~~2023~~ 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A and located at 200 East Main Street, Lexington, Kentucky (hereinafter referred to as "GOVERNMENT"), and **NORTHERN KENTUCKY LEGAL AID SOCIETY, INC. DBA LEGAL AID OF THE BLUEGRASS,** a Kentucky non-profit corporation pursuant to KRS Chapter 273 and located at 300 East Main Street, Suite 110, Lexington, Kentucky (hereinafter referred to as "SUBRECIPIENT").

WHEREAS, the GOVERNMENT has been awarded federal Emergency Rental Assistance funds from the U.S. Department of Treasury, under the American Rescue Plan Act of 2021 (referred to herein as "ARPA") to operate its Housing Stabilization Program;

WHEREAS, the GOVERNMENT previously solicited proposals via RFP #12-2023 for one or more sub-recipients to provide Housing Stability Services through the Housing Stabilization Program;

WHEREAS, the SUBRECIPIENT has agreed to be responsible for the provision of Housing Stability Services as described in its response to RFP #12-2023 and the GOVERNMENT now desires to use Emergency Rental Assistance funds received pursuant to ARPA for the payment of these services; and,

WHEREAS, the parties mutually understand and agree that the GOVERNMENT's responsibility for ensuring compliance with all grant requirements necessitates a written agreement ("Agreement") with the SUBRECIPIENT;

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions and covenants hereinafter set forth, the parties hereto agree as follows:

I. STATEMENT OF WORK

A. Activities

The SUBRECIPIENT will be responsible for providing the services described in RFP #12-2023, which is attached as Exhibit 1, and in the SUBRECIPIENT's response to RFP #12-2023, which is attached as Exhibit 2, except as amended by agreement of the parties as reflected in the attached Exhibit 3, the terms and conditions of which are incorporated herein by reference. The services shall be operated in a manner satisfactory to the GOVERNMENT and in compliance with all local, state, and federal laws and regulations.

B. Performance Monitoring

The GOVERNMENT shall monitor the performance of the SUBRECIPIENT as necessary and in accordance with regulations on SUBRECIPIENT Monitoring and Management, 2 CFR 200.330 – 2 CFR 200.332, to ensure SUBRECIPIENT compliance with all of the requirements of this Agreement, including the timeframes and performance goals associated with the activities. Substandard performance as determined by the GOVERNMENT will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the SUBRECIPIENT within 30 days after being notified by the GOVERNMENT, the GOVERNMENT may impose additional

conditions on the SUBRECIPIENT and its use of funds consistent with 2 CFR 200.207, suspend or terminate this Agreement, or initiate other remedies for noncompliance as appropriate and permitted under 2 CFR 200.338.

C. Budget and Use of Funds

Grant funds in an amount not to exceed $919,473.00 shall be used exclusively for the services described in Exhibits 1, 2, and 3.

The SUBRECIPIENT may only use the funds provided under this subaward to carry out the activities described in this Agreement and in accordance with any budget provided in Exhibits 1, 2, and 3. The SUBRECIPIENT is prohibited from charging to the subaward the costs of ineligible activities and from using funds provided herein or personnel employed in the administration of activities under this Agreement for political activities, inherently religious activities, or lobbying.

D. Matching Funds

No matching funds are required for funding awarded under ARPA.

E. Payment

It is expressly agreed and understood that the total amount to be paid by the GOVERNMENT under this Agreement shall not exceed $919,473.00. The SUBRECIPIENT shall invoice the GOVERNMENT on a monthly basis for the reimbursement of actual expenditures incurred. SUBRECIPIENT's invoice must be for the services and eligible expense as specified in Exhibits 1, 2, and 3. SUBRECIPIENT's invoice must include copies of employee timesheets, payroll reports, documentation of payment of payroll taxes and fringe benefits, and copies of competitive quotations for all expenses as applicable.

The SUBRECIPIENT agrees that it shall spend the entire amount of funds provided under this Agreement during the Time of Performance specified in Section I.F of this Agreement. If the SUBRECIPIENT fails to use any amount of funds provided under the Agreement within that Time of Performance, then the SUBRECIPIENT agrees to return the balance of the funds to the GOVERNMENT within 30 days of the termination of this Agreement.

F. Schedule – Time of Performance

The term of this Agreement shall be from April 27, 2023 until December 31, 2024.

G. Conflict

To the extent this Agreement conflicts with the terms and conditions in any Exhibit or Addendum, the terms of this Agreement will control, followed by the terms of Exhibit 1, followed by the terms of Exhibit 3, then Exhibit 2.

H. Timeliness

SUBRECIPIENT must invoice the GOVERNMENT for funds expended on a monthly basis no later than three months following the actual expenditures for which reimbursement is sought. Failure to submit a timely invoice in two or more consecutive

months may result in termination of the agreement and reallocation of unspent funds at the discretion of the GOVERNMENT.

II. RECORDS AND REPORTS

A. SUBRECIPIENT agrees to provide to the GOVERNMENT any and all information necessary to comply with any reporting obligations established by the U.S. Department of Treasury, including the Treasury Office of Inspector General, as relates to this subaward, including but not limited to: (i) reporting of information to be used by the Treasury to comply with its public reporting obligations under ARPA; (ii) any reporting of information to be used by the Treasury to comply with its public reporting obligations under Section 501 of the Consolidated Appropriations Act of 2021 (hereinafter "Section 501"); and (iii) any reporting to Treasury and the Pandemic Response Accountability Committee that may be required pursuant to Section 15011(b)(2) of Division B of the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. No. 116-136), as amended by Section 801 of Division O of the Consolidated Appropriations Act, 2021 (Pub. L. No. 116-260). SUBRECIPIENT acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.

B. Records to be Maintained

The SUBRECIPIENT shall maintain all records documenting its compliance with ARPA, its accompanying regulations, and any and all interpretive guidance issued by the U.S Treasury. SUBRECIPIENT shall also maintain records showing how the SUBRECIPIENT prevented Duplication of Benefits, as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155) and in accordance with Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442), which amended section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155). SUBRECIPIENT further agrees to maintain all records identified in Addendum 1, attached hereto and incorporated herein by reference.

C. Client Data and Other Sensitive Information

The SUBRECIPIENT agrees to establish data privacy and security requirements as required by ARPA and Section 501, to the extent applicable. The SUBRECIPIENT must develop and implement written procedures to ensure:

1. All records containing personally identifying information (as defined in the U.S. Department of Housing and Urban Development's standards for participation, data collection, and reporting) of any individual or family who applies for and/or receives assistance will be kept secure and confidential;

2. The address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project assisted under this Agreement will not be made public, except with written authorization of the person identified in Section VIII of this Agreement, and

3. The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of the GOVERNMENT or SUBRECIPIENT and consistent with state and local laws regarding privacy and obligations of confidentiality.

The confidentiality procedures of SUBRECIPIENT must be in writing and must be maintained in accordance with this section. The SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the GOVERNMENT's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

D. Retention

The SUBRECIPIENT shall retain all records identified in Addendum 1 and all documents pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five -year period, whichever occurs later.

E. Reporting

The SUBRECIPIENT shall submit to the GOVERNMENT monthly reports for each month during which these federal funds are used for program operations. Monthly reports are due by the 15th of each month for activities accomplished during the prior month.

Monthly reports shall provide information on the activities accomplished by SUBRECIPIENT. Specifically, monthly reports shall provide information on the number of individuals served by the SUBRECIPIENT and other such information as required by the U.S. Department of Treasury and the GOVERNMENT.

F. Project Close-out

The SUBRECIPIENT's obligation to the GOVERNMENT shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials), equipment, unspent cash advances, program income balances, and accounts receivable to the GOVERNMENT and determining the custodianship of records.

G. Audits, Inspections and Monitoring

1. Single Audit

The SUBRECIPIENT must be audited as required by 2 CFR part 200, subpart F when it is expected that the SUBRECIPIENT's federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

SUBRECIPIENT shall submit a copy of the audit report to the federal Audit Clearinghouse within 30 days after receipt of the audit report, but not later than nine months after the end of the audit period. Concurrently with the submission of the audit report to the federal Audit Clearinghouse, SUBRECIPIENT shall submit a copy of the audit report to the GOVERNMENT'S Division of Grants and Special

Programs. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

2. Inspections and Monitoring

All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to the GOVERNMENT, grantor agency, their designees or the federal government, at any time during normal business hours, as often as the GOVERNMENT or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data to meet the requirements of 2 CFR part 200. The SUBRECIPIENT must submit to monitoring of its activities by the GOVERNMENT as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of this Agreement.

H. Access to Records

The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by GOVERNMENT, the U.S. Department of Treasury or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

III. PROGRAM INCOME

"Program Income" means, as provided by 2 CFR 200.80, gross income received by the SUBRECIPIENT directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. For purposes of this Agreement, program income will also include any amount of a security or utility deposit returned to the SUBRECIPIENT.

The SUBRECIPIENT shall use all income received from this Agreement only for the same purposes for which said funds may be expended pursuant to the terms and conditions of this Agreement.

IV. SUSPENSION AND TERMINATION

Either party may terminate this Agreement for good cause shown with thirty (30) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the thirty days, then the Agreement shall terminate on the thirtieth day.

In the event of termination, the SUBRECIPIENT shall be entitled only to the portion of total compensation due under this Agreement that is actually expended by the SUBRECIPIENT prior to termination.

V. REVERSION OF ASSETS

SUBRECIPIENT will return to the GOVERNMENT, upon expiration or termination of this Agreement, any funds that have not been expended, all Program Income, and any accounts receivable resulting from the use of funds, including Program Income, within thirty (30) days after the end of the Agreement term. Any funds held by the GOVERNMENT at the end of the Agreement term or refunded to the GOVERNMENT shall be reallocated by the GOVERNMENT.

The use and disposition of equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200.

VI. UNIFORM ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall comply with the applicable provisions in 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. These provisions include:

A. Financial & Program Management

The SUBRECIPIENT shall expend and account for all funds received under this agreement in accordance with 2 CFR part 200, including 2 CFR part 200, subpart D, which covers Standards for Financial and Program Management and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Cost Principles

Costs incurred, whether charged on a direct or an indirect basis, must be in conformance with 2 CFR part 200, subpart E. All items of cost listed in 2 CFR part 200, subpart E, that require prior federal agency approval are allowable without prior approval of the GOVERNMENT to the extent they comply with the general policies and principles stated in 2 CFR part 200, subpart E and are otherwise eligible under this Agreement.

C. Procurement and Contractor Oversight

The SUBRECIPIENT shall comply with the procurement standards in 2 CFR 200.318 - 200.326 when procuring property and services under this Agreement and shall subsequently follow property management standards as provided by 2 CFR 200.344.

1. Equipment

The SUBRECIPIENT shall comply with current GOVERNMENT policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

2. Debarment Certification

The SUBRECIPIENT acknowledges that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations

regarding debarred or suspended entities in accordance with 24 CFR 570.489(l). Funds may not be provided to excluded or disqualified persons.

3. Contractor Oversight

The SUBRECIPIENT shall maintain oversight of all activities under this Agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this Agreement. The SUBRECIPIENT shall impose the SUBRECIPIENT'S obligations under this Agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

4. Subcontracts

The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GOVERNMENT prior to the execution of such agreement. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure compliance with this Agreement. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. The SUBRECIPIENT shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the GOVERNMENT along with documentation concerning the selection process.

VII. ADHERENCE TO FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS

A. General

The SUBRECIPIENT understands that it is responsible for reviewing all applicable federal laws and regulations, as well as any guidance issued by any federal agency, and agrees that it shall comply with the requirements of ARPA, Treasury interpretive guidance, and all other applicable federal statutes, regulations, and executive orders. SUBRECIPIENT shall also provide for such compliance in any agreements it enters with other parties relating to this subaward.

Federal regulations applicable to this subaward include, without limitation, the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this subaward and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the subaward term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts) described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

5. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

6. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

7. New Restrictions on Lobbying, 31 C.F.R. Part 21.

B. Economic Opportunities

Economic Opportunities for Low- and Very Low-income Persons. The SUBRECIPIENT shall ensure that employment and other economic opportunities generated by the Program shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing.

C. Assurances of Compliance with Title VI

As a condition of receipt of this federal financial assistance from the Department of the Treasury, the SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the SUBRECIPIENT may request in the future. The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the SUBRECIPIENT's program(s) and activity(ies), so long as any portion of the SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing free language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the SUBRECIPIENT and the SUBRECIPIENT's sub-grantees, contractors, subcontractors, successors, transferees, and assignees: *The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the

SUBRECIPIENT for the period during which it retains ownership or possession of the property.

7. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

8. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

9. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If the SUBRECIPIENT settles a case or matter alleging such discrimination, the SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the SUBRECIPIENT makes sub-awards to other agencies or other entities, the SUBRECIPIENT is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

The SUBRECIPIENT understands and agrees that the United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the SUBRECIPIENT certifies that its authorized official(s) has read and understood the SUBRECIPIENT obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the SUBRECIPIENT is in compliance with the aforementioned nondiscrimination requirements.

D. Civil Rights, Nondiscrimination and Equal Opportunity in Participation

The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 109 of the Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and the Age Discrimination Act of 1975, and 41 CFR Chapter 60, including 41 CFR § 60-1.4.

The SUBRECIPIENT shall not discriminate against any participant on the ground of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familiar status, sexual orientation, or any other basis prohibited by applicable law. The SUBRECIPIENT shall, through affirmative outreach, make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. The SUBRECIPIENT must take appropriate steps to ensure effective communication with persons with disabilities.

E. Nondiscrimination and Equal Employment Opportunity

During the performance under this Agreement, the SUBRECIPIENT shall not discriminate against any employee or applicant for employment based on race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, sexual orientation, or any other basis prohibited by applicable law.

The SUBRECIPIENT shall take affirmative action to ensure that all applicants and employees are treated without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, and sexual orientation.

The SUBRECIPIENT shall comply with all provisions of Executive Order 11246, Equal Employment Opportunity, as amended by Executive Orders 11375 and 12086. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

F. Americans with Disabilities Act

The SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with the Americans with Disabilities, Act which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and Local government services, and public accommodations.

G. Contract Work Hours and Safety Standards Act

If the activities included in Exhibits 1 or 2 will involve the employment of mechanics or laborers, then the SUBRECIPIENT agrees to comply with 40 U.S.C. 3702 and 3704.

H. Clean Air Act and Federal Pollution Control Act

The SUBRECIPIENT agrees that all activities carried out pursuant to this Agreement shall comply with the Clean Air Act (42 U.S.C. 7401) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). The SUBRECIPIENT also agrees that it shall report any violations to the GOVERNMENT and to the Environmental Protection Agency.

I. Rights to Inventions Made Under a Funding Agreement

The SUBRECIPIENT agrees to comply with all requirements stated in 37 CFR Part 401, to the extent applicable.

J. Hatch Act

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act, 5 U.S.C §§ 1501 et seq.

K. Labor and Employment Restrictions

The SUBRECIPIENT shall comply with the labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this Agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. §§ 3141, et seq.), and 29 CFR part 1, 3, 5, 6, and 7, provided. SUBRECIPIENT agrees that all of SUBRECIPIENT's contractors and subcontractors will pay laborers and mechanics not less than once a week, in accordance with the Davis-Bacon Act and the accompanying regulations.

The SUBRECIPIENT agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the GOVERNMENT for review upon request.

The SUBRECIPIENT further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). SUBRECIPIENT further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to the GOVERNMENT.

L. Conflict of Interest

The SUBRECIPIENT shall comply with 2 CFR 200.112 with respect to the use of program funds to procure services, equipment, supplies, or other property. With respect to all other decisions involving the use of program funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the SUBRECIPIENT and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for himself or herself, or for those with who he or she has family or business ties, during his or her tenure or for one (1) year thereafter.

All contractors of the SUBRECIPIENT must comply with the same requirements that apply to the SUBRECIPIENT under this section.

M. Lobbying

The SUBRECIPIENT hereby certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it,

to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

3. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

N. Religious Activities

The SUBRECIPIENT agrees that funds provided under this Agreement will not be used for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

O. Drug Free Workplace

The SUBRECIPIENT shall administer a policy designed to ensure that the facilities providing services under the terms of this Agreement are free from the illegal use, possession, or distribution of drugs or alcohol by its employees and beneficiaries.

P. Insurance & Bonding

The SUBRECIPIENT shall comply with the bonding and insurance requirements of 24 CFR 200.325 and 24 CFR 200.310.

Q. FFATA

The SUBRECIPIENT shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The SUBRECIPIENT must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number. The SUBRECIPIENT must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

R. Protections for Whistleblowers

In accordance with 41 U.S.C. § 4712, SUBRECIPIENT may not discharge, demote, otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. SUBRECIPIENT shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce. The persons and entities referenced in this paragraph include:

1. A member of Congress or a representative of a committee of Congress;
2. An inspector General;
3. The Government Accountability Office;
4. A Treasury employee responsible for contract or grant oversight or management;
5. An authorized official of the Department of Justice or other law enforcement agency;
6. A court or grand jury; and/or
7. A management official or other employee of SUBRECIPIENT, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

S. Policy Regarding Seat Belt Use

Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), the SUBRECIPIENT should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

T. Policy Regarding Text Messaging While Driving

Pursuant to Executive Order 13513, SUBRECIPIENT should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and should establish workplace safety policies to decrease accidents caused by distracted drivers.

VIII. GENERAL PROGRAM CONDITIONS

A. The SUBRECIPIENT agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. GOVERNMENT may designate such persons as may be necessary to monitor and evaluate the services rendered by the SUBRECIPIENT. The GOVERNMENT, its agents and

employees, shall, at all times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of SUBRECIPIENT, or to constitute SUBRECIPIENT an agent of the GOVERNMENT.

C. SUBRECIPIENT understands that false statements or claims made in connection with this subaward may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

D. SUBRECIPIENT agrees that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of goods, products or materials produced in the United States.

E. Any publications produced with funds from this subaward must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number ERAE0010 awarded to the Lexington Fayette-Urban County Government by the U.S. Department of Treasury."

F. It is understood and agreed by the parties that SUBRECIPIENT 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 SUBRECIPIENT or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier 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.

G. SUBRECIPIENT shall indemnify, save, hold harmless and defend the GOVERNMENT and its elected and appointed officials, employees, agents, volunteers, and successors in interest from and against all liability, damages, and losses, including but not limited to, demands, claims, liens, suits, notices of violation from Governmental agencies, 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 SUBRECIPIENT'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 SUBRECIPIENT; and (b) not caused solely by the active negligence or willful misconduct of the GOVERNMENT. The parties understand and agree that the SUBRECIPIENT'S obligation to defend the GOVERNMENT includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at SUBRECIPIENT'S expense, using attorneys approved in writing by GOVERNMENT, which approval shall not be unreasonably withheld. The parties also understand and agree that the SUBRECIPIENT's obligation to indemnify includes, but is not limited to: attorney fees and expenses; costs of litigation; court and administrative costs; expert witness fees and expenses, judgments; fines; penalties; interest; all environmental cleanups and remediation costs of whatever kind; and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of SUBRECIPIENT and GOVERNMENT, and damage to, or destruction of, any property, including the property of GOVERNMENT.

H. These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

I. GOVERNMENT is a political subdivision of the Commonwealth of Kentucky. SUBRECIPIENT acknowledges and agrees that the GOVERNMENT is unable to provide indemnity or otherwise save, hold harmless, or defend the SUBRECIPIENT in any manner.

J. SUBRECIPIENT understands and agrees that it shall demonstrate the ability to assure compliance with the above indemnity provisions and other risk management provisions prior to final acceptance of its proposal and the commencement of any work or the provision of services.

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

Coverage	**Limits**
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate (or $2 million combined single limit)
Worker's Compensation	Statutory
Employer's Liability	$1 million

The policies above shall contain the following conditions:

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

b. The General Liability Policy shall be primary to any insurance or self-insurance retained by the GOVERNMENT.

c. The General Liability Policy shall include Premises and Operations coverage unless it is deemed not to apply by the GOVERNMENT.

d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of $1 million unless it is deemed not to apply by LFUCG.

e. The GOVERNMENT shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

f. Said coverage shall be written by insurers acceptable to the GOVERNMENT and shall be in a form acceptable to the GOVERNMENT. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no

less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

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

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by the GOVERNMENT's Division of Risk Management, upon review of evidence of SUBRECIPIENT's financial capacity to respond to claims. Any such programs or retentions must provide SUBRECIPIENT with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If SUBRECIPIENT satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, SUBRECIPIENT agrees to provide the GOVERNMENT's Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

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

SUBRECIPIENT agrees to furnish GOVERNMENT 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 the GOVERNMENT copies of all insurance policies, including all endorsements. SUBRECIPIENT understands and agrees that GOVERNMENT may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

SUBRECIPIENT 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 the GOVERNMENT.

L. SUBRECIPIENT understands and agrees that the failure to comply with any provision of this Agreement regarding indemnification, insurance, safety, or loss control shall constitute a material breach of this Agreement and that GOVERNMENT may elect at its option any remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging SUBRECIPIENT for any such insurance premiums purchased, or suspending or terminating the work.

M. SUBRECIPIENT acknowledges that, pursuant to ARPA, funds provided pursuant to this Agreement shall remain available only through December 31, 2024, unless in the case of reallocation made by the U.S. Treasury to GOVERNMENT. Reallocation of funds by the U.S. Treasury to GOVERNMENT does not guaranty reallocation of funds to SUBRECIPIENT.

N. The SUBRECIPIENT agrees to comply with any and all terms and conditions included within each and every Exhibit and Addendum to this Agreement, which are attached hereto and incorporated herein by reference.

O. The SUBRECIPIENT acknowledges and agrees that expenditures of these funds will be in accordance with all pertinent regulations and interpretive guidance issued now or in the future by agencies of the federal government, and will be in accordance with any and all relevant provisions of ARPA, any regulations enacted pursuant to that Act, and any interpretive guidance issued by the U.S. Treasury.

P. The SUBRECIPIENT must ensure that data on all persons served and all activities assisted are entered into the Neighborly program software.

Q. If this Agreement results in any copyrightable material or inventions, the GOVERNMENT and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for the GOVERNMENT'S purposes.

R. This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the GOVERNMENT and the SUBRECIPIENT.

S. The SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the GOVERNMENT thereto; provided, however, that claims for money due or to become due to the GOVERNMENT under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GOVERNMENT.

T. GOVERNMENT and the SUBRECIPIENT each binds himself and his partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement.

U. If the SUBRECIPIENT breaches any term of this Agreement or any Addendum hereto, then GOVERNMENT is entitled to pursue legal action against SUBRECIPIENT to the fullest extent of the law, including but not limited to: termination of the Agreement; disgorgement of all funds provided to SUBRECIPIENT pursuant to this Agreement; specific performance; injunctive relief; and a civil action for monetary damages. The parties agree that any waiver of a term in this Agreement shall not constitute an ongoing waiver of that term, nor shall it be interpreted as a waiver of any other terms of this Agreement. Further, the GOVERNMENT's failure to act with respect to a breach by the SUBRECIPIENT does not waive its right to act with respect to subsequent or similar breaches. The failure of the GOVERNMENT to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

V. Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally to the individuals identified in paragraph J below; (ii) upon receipt, when sent by email (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party) to the email addresses identified in paragraph J below; or (iii) when delivered or mailed by certified mail, postage prepaid, or return receipt requested to the addresses set forth in paragraph J below.

Notices required by this Agreement shall be sent to:

Charlie Lanter
Commissioner, Housing Advocacy & Community Development
Lexington-Fayette Urban County Government
200 E Main Street
Lexington, KY 40507
clanter@lexingtonky.gov
GOVERNMENT

Robert Johns
Executive Director
Legal Aid of the Bluegrass
300 E Main Street, Suite 110
Lexington, KY 40507
SUBRECIPIENT

W. All headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any provision of this Agreement.

X. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

Y. This Agreement constitutes the entire agreement between the parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties relating to the GOVERNMENT'S allocation of funding to SUBRECIPIENT.

IN WITNESS WHEREOF, the parties executed this Agreement the day, month, and year above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Linda Gorton
Linda Gorton, Mayor

ATTEST:
MacKenzie Slock
Clerk of Urban County Council
Deputy

NORTHERN KENTUCKY LEGAL AID SOCIETY, INC. DBA LEGAL AID OF THE BLUEGRASS

Robert C. Johns
Robert Johns, Executive Director

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1112-25

File ID:	1112-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	2	**Contract #:**		**In Control:**	Grants and Special Programs
				File Created:	11/19/2025
File Name:	Authorization for the Mayor to execute a Professional Services Agreement with Blue Grass Community Foundation for the Be The Change Scholarship fund for Fiscal Year 2026, at a cost not to exceed $65,625. Funds are budgeted. (L1112-25) (Carama/Scott)			**Final Action:**	

Title: Authorization to execute a Professional Services Agreement with Blue Grass Community Foundation for the Be The Change Scholarship fund for Fiscal Year 2026, at a cost not to exceed $65,625. All costs are supported by grant funds from the Kenan Charitable Trust, a partner of Cities United. Funds are budgeted. (L1112-25)(Carama/Scott)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	26 - Blue Sheet Memo BGCF Agreement, BGCF PSA Agreement for Mayor Signature	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 1112-25

Title

Authorization to execute a Professional Services Agreement with Blue Grass Community Foundation for the Be The Change Scholarship fund for Fiscal Year 2026, at a cost not to exceed $65,625. All costs are supported by grant funds from the Kenan Charitable Trust, a partner of Cities United. Funds are budgeted. (L1112-25)(Carama/Scott)

Summary

Authorization to execute a Professional Services Agreement with Blue Grass Community Foundation for the Be The Change Scholarship fund for Fiscal Year 2026, at a cost not to

exceed $65,625. All costs are supported by grant funds from the Kenan Charitable Trust, a partner of Cities United. Funds are budgeted. (L1112-25)(Carama/Scott)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by William Razor, 11/12/2025

Risk Management: N/A

Fully Budgeted: Yes

Account Number: 3300-133006-1321-71299

This Fiscal Year Impact: $65,625

Annual Impact: $0

Project: CITIESU_2022

Activity: OTH_GRANT

Budget Reference: 2022

Current Balance: $207,144.26

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

TO: **LINDA GORTON, MAYOR**
URBAN COUNTY COUNCIL

FROM: **THERESA REYNOLDS, DIRECTOR**
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: **NOVEMBER 17, 2025**

SUBJECT: **Professional Services Agreement with Blue Grass Community Foundation**

Request: Council authorization for the Mayor to execute a Professional Services Agreement with Blue Grass Community Foundation for the Be The Change Scholarship fund for Fiscal Year 2026, at a cost not to exceed $65,625. Funds are budgeted.

Purpose of Request: Lexington-Fayette Urban County Government partnership with Blue Grass Community Foundation to administer the One Lexington, Be The Change Scholarship for FY26. Be The Change Scholarships support graduating high school seniors of Fayette County Public Schools who have previously faced limited opportunities to pursue careers in fields where diverse voices and perspectives are underrepresented – such as criminal justice, mental health, education, nursing, and social work. Blue Grass Community Foundation will also liaise with appropriate ONE Lexington staff in determining the status of application process and payments.

ONE Lexington created the Be the Change Scholarship Program four years ago. $10,000 in our budget was used as a match to the $10,000 annual donation from Galls, and $10,000 from Central Bank. Our budget allocation and the donations help to cover our annual one-time recipients and our renewable scholarship winner, Nola Lewis, who graduates this year.

In FY25 ONE Lexington was gifted a one-time grant from the Kentucky Everybody Counts Initiative which allowed us to expand our Be the Change Scholarship Program to all FCPS high schools. The impact of that expansion was immeasurable. To continue that expansion for this year, we will use Kenan Foundation Grant to continue providing $10,000 Be the Change Scholarship opportunities at all six of FCPS public high schools.

What is the cost in this budget year and future budget years? The cost for Fiscal Year 2026 is $65,625, which includes $5,625 fiscal Agent Fees. All costs are supported by grant funds from the Kenan Charitable Trust a partner of Cities United. No cost anticipated in future years.

Are the funds budgeted? Yes, 3300-133006-1321-71299 CITIESU_2022 OTH_GRANT 2022

File Number: 1112-25

Director/Commissioner: Devine Carama / Tyler Scott

BLUE GRASS COMMUNITY FOUNDATION
499 East High Street, Suite 112
Lexington, Kentucky 40507
(859) 225-3343

ESTABLISHMENT OF A NON-ENDOWED SCHOLARSHIP FUND

This NON-ENDOWED SCHOLARSHIP FUND AGREEMENT ("Agreement") is made this ___ day of _____ 2025, between Blue Grass Community Foundation, Inc., a charitable community foundation, ("Foundation") and One Lexington, a department of the Lexington Fayette Urban County Government ("Donor") to create a Scholarship Fund of Foundation ("Fund").

1) Name of the Fund. The name of the Fund created hereby is:
Be the Change Scholarship

2) Initial Contribution. Upon signing this Agreement, Donor will irrevocably transfer to Foundation the property described as follows: $65,625

3) Purposes. The purposes of the Fund are to further carry out the charitable and educational purposes of Foundation and to provide scholarships to graduating high school seniors of Fayette County Public Schools who plan to pursue a two- or four-year degree at an accredited college or university in Kentucky.

The scholarship recipients will be chosen by an outside Scholarship Committee, as approved by Foundation and in accordance with all applicable laws and regulations and the scholarship policies of Foundation based upon the objective and non-discriminatory criteria recommended by Donor.

4). Investment Pool Selection. Donor hereby requests that the Fund and any and all assets contributed to the Fund be invested in the **risk averse portfolio**. The Foundation shall have the right to make any and all investment decisions in the selected Pool regarding the Fund. All income and capital gains or losses will be allocated to the Fund on a monthly basis.

5) Management. Foundation hereby agrees to accept cash and other valuable property transferred to it by Donor and others who wish to participate in the Fund. Gifts to the Fund shall be subject to the same policies for investment, determination of current distribution amount, and allocation to cover Foundation's

administrative costs, as shall be adopted from time to time for such funds. The Fund is open-ended and can be added to at any time.

6) Distributions. Distributions from the Fund shall be made in accordance with the procedures for the administration and operation of such funds of Foundation as may be in effect from time to time and as provided in the description of the scholarship program in Schedule A. The Fund is prohibited from making grants, compensation, or similar payments to Donors, advisor(s), or persons related to them. Distributions from the Fund shall be made in the name of the Fund.

All distributions from the Fund shall be awarded on an objective and non-discriminatory basis pursuant to Foundation's guidelines and procedures for scholarship funds and the Policy and Procedures of Blue Grass Community Foundation for Awarding Scholarships, Fellowships and Other Grants to Individuals in effect at the time of the Agreement, and as amended from time to time by Foundation.

7) Compensation to Foundation. As compensation for its services, Foundation shall charge a community support fee for administration on the Fund. Foundation agrees to charge a one-time fee of $5,625 for the facilitation of $60,000 in scholarship awards. Should donor make additional contributions to facilitate scholarship award distributions above and beyond $60,000, Foundation and Donor shall review the additional contributions and assess an administrative fee to be determined at that time. Investment fees are charged separately.

8) Variance Power. Foundation shall have the power to modify any restriction or condition on the distribution of funds for any specified charitable purposes or to specified organizations if in the sole judgment of Foundation such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community or area served. In that event, Foundation shall exercise its judgment to select a similar use for the funds that will most nearly fulfill the original charitable intent of the Fund.

It is intended that nothing in this Agreement shall affect the status of Foundation as a 501(c)(3) organization, as defined in the Internal Revenue Code. This Agreement shall be interpreted in a manner consistent with the foregoing intention and so as to conform to the provisions of any and all applicable law or government regulation. Foundation shall have all the powers provided in its charter, Articles of Incorporation and Bylaws or otherwise by law in connection with its administration of the Fund.

Schedule A: Scholarship Criteria
Be the Change Scholarship
At Blue Grass Community Foundation

Description
Established by ONE Lexington, the Be the Change Scholarship supports graduating high school seniors of Fayette County Public Schools who have previously faced limited opportunities. The mission of the scholarship is to help students pursue careers in fields where diverse voices and perspectives are underrepresented – such as criminal justice, mental health, education, nursing, and social work. ONE Lexington is dedicated to reducing violence in Lexington and through this scholarship, seeks to provide life-changing opportunities that empower the next generation of leaders to Be the Change that makes our community safer, stronger, and more equitable.

Purpose
To provide scholarships to graduating high school seniors of Fayette County Public Schools who plan to pursue a two- or four-year degree at an accredited college or university in Kentucky.

Criteria
- Must be a graduating high school senior enrolled in Fayette County Public Schools
- Must have demonstrated the potential for success in postsecondary studies
- Must be eligible to receive free/reduced lunch
- Must plan to attend a two- or four-year college/university in Kentucky
- Must plan to pursue a two- or four-year degree in criminal justice, police studies, social studies, pre-law, forensic science, emergency medical care, fire protection, homeland security, social work, psychology, nursing, or education

Award Amount
- Each recipient will be awarded a total of $5,000. The total award will be disbursed in equal annual installments over two academic years ($2,500 per year)
- Student must remain enrolled and maintain a GPA of 2.0 to be eligible for annual renewal of scholarship.

Process
- BGCF will create online application based on the stated criteria above
- BGCF will work with ONE Lexington and FCPS to promote the scholarship opportunity
- BGCF will process and verify eligibility of all scholarship applications
- ONE Lexington, in collaboration with and approval by BGCF, will appoint the scholarship selection committee
- BGCF sends notification of award to student
- BGCF makes payment directly to the recipient's school after the recipient submits required documentation, including proof of full-time enrollment at University of Louisville or University of Kentucky
- BGCF evaluates the recipient at the end of the academic year to see if he/she is eligible for renewal

DONOR	BLUE GRASS COMMUNITY FOUNDATION
By _____	By _____ President/CEO
Date _____	Date 11.13.25

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1115-25

File ID:	1115-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Parks and Recreation
				File Created:	11/20/2025
File Name:	Naming Rights Agreement with Fifth Third for Pavilion at Henry A. Tandy Centennial Park			**Final Action:**	

Title: Authorization to enter into a Naming Rights Agreement with Fifth Third Bank for the naming rights of the Pavilion at Henry A. Tandy Centennial Park; the initial agreement began in 2010. Fifth Third Bank agrees to pay $70,000 per year for a total of $210,000 for the naming rights to the pavilion. The term of this agreement shall be for a period of three (3) calendar years (2026, 2027 and 2028) commencing on the date of the execution of this Agreement. There are no extensions to this Agreement. (L1115-25)(Conrad/Ford)

Notes: RIO 11/21/2025. MS

Sponsors:		**Enactment Date:**	
Attachments:	Bluesheet memo - Fifth Third Naming Rights Agreement - 11-20-25 - Signed, Fifth Third Naming Rights Agreement for the Pavilion at Henry A. Tandy Centennial Park, Fifth Third Bank Pavilion Brand Style Guide DRAFT 071025, Fifth Third Assets and Marketing Opportunity 071125	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Roger Daman	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 1115-25

Title

Authorization to enter into a Naming Rights Agreement with Fifth Third Bank for the naming rights of the Pavilion at Henry A. Tandy Centennial Park; the initial agreement began in 2010. Fifth Third Bank agrees to pay $70,000 per year for a total of $210,000 for the naming rights to the pavilion. The term of this agreement shall be for a period of three (3) calendar years (2026, 2027 and 2028) commencing on the date of the execution of this Agreement. There are no extensions to this Agreement. (L1115-25)(Conrad/Ford)

Summary

Authorization to enter into a Naming Rights Agreement with Fifth Third Bank for the naming rights of the Pavilion at Henry A. Tandy Centennial Park; the initial agreement began in 2010. Fifth Third Bank agrees to pay $70,000 per year for a total of $210,000 for the naming rights to the pavilion. The term of this agreement shall be for a period of three (3) calendar years (2026, 2027 and 2028) commencing on the date of the execution of this Agreement. There are no extensions to this Agreement. (L1115-25)(Conrad/Ford)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes, Evan Thompson, 7/11/2025

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: Revenue - $70,00.00 1101-707602-7221-46510-718

This Fiscal Year Impact: Revenue - $70,000

Annual Impact: Revenue - $70,000 per year through FY28

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

MONICA CONRAD
DIRECTOR
PARKS & RECREATION

TO: Linda Gorton, Mayor
Sally Hamilton, CAO
Urban County Council Members

FROM: Monica Conrad, Director of Parks and Recreation

DATE: November 20th, 2025

SUBJECT: Naming Rights Agreement with Fifth Third for the Pavilion at Henry A. Tandy Centennial Park

Request:

This is a request for Council approval to enter into a Naming Rights Agreement with Fifth Third Bank for the naming rights of the Pavilion at Henry A. Tandy Centennial Park. Fifth Third Bank agrees to pay $70,000 per year for a total of $210,000 for the naming rights to the pavilion. The term of this agreement shall be for a period of three (3) calendar years (2026, 2027 and 2028) commencing on the date of the execution of this Agreement. There are no extensions to this Agreement.

Purpose:

Fifth Third Bank wishes to continue having exclusive naming rights of the pavilion that began with an initial agreement in 2010. This new Naming Rights Agreement further clarifies uses and ownership of intellectual property.

Budgetary Implication:

Revenue for this FY is: $70,000
Revenue for future FY is: $70,000 per year through FY28

Are the funds budgeted?

The funds are budgeted in: 1101-707602-7221-46510-718

File Number: 1115-25

Director/Commissioner: Monica Conrad/Chris Ford

NAMING RIGHTS AGREEMENT
FOR THE PAVILION AT HENRY A. TANDY CENTENNIAL PARK

This Naming Rights Agreement ("Agreement") is made and entered into as of the 18 day of November, 2025, by and between the Lexington-Fayette Urban County Government ("LFUCG") located at 200 East Main Street, Lexington, Kentucky, 40507, and Fifth Third Bank, National Association, a federally chartered institution ("Fifth Third") located at 750 East Jefferson Street, Louisville, Kentucky, 40202 (each a "Party" and collectively, the "Parties").

WHEREAS, LFUCG is the owner of certain real property described on Exhibit A (the "Premises") and commonly referred to as "Henry A. Tandy Centennial Park," located at 251 West Main Street in downtown Lexington, Kentucky, and the exhibition pavilion on the Premises ("Pavilion");

WHEREAS, the Pavilion was built in 2010 with a contribution to the Downtown Lexington Corporation from Fifth Third in the amount of $750,000;

WHEREAS, LFUCG granted Fifth Third sole and exclusive naming rights to the Pavilion for fifteen years commencing on the date of its opening to the public, and it has been named and referred to as the "Fifth Third Bank Pavilion" since that time;

WHEREAS, LFUCG wishes to continue the naming agreement for the Pavilion with Fifth Third;

WHEREAS, Fifth Third is the owner of the trademark "Fifth Third" and the logo owned trademarked by Fifth Third. The said mark and logo are recognizable and represent Fifth Third;

WHEREAS, the Parties desire to enter into a naming rights agreement pursuant to which LFUCG will grant Fifth Third temporary exclusive naming rights of the Pavilion located on the Premises in return for certain benefits set forth below.

NOW THEREFORE, it is agreed as follows:

1. **Definitions**
    a. As used herein, the following terms have the following meanings:
        i. "Mark" shall mean the words "Fifth Third."
        ii. "Logo" shall mean the approved logos for usage by Fifth Third as provided and indicated in the Brand and Style Guide attached hereto as Exhibit B.
        iii. "LFUCG Logo" shall mean the approved logos for usage by LFUCG as provided and indicated in Exhibit B.
        iv. The "Intellectual Property" shall mean collectively the Mark, the Logo and any trade dress for either party.

b. All specific uses of the Intellectual Property of either party must be in conformity with Exhibit B.

2. **Ownership of the Intellectual Property.**
   a. Fifth Third grants, subject to the terms and conditions hereof, to LFUCG, the royalty-free, limited, non-exclusive, non-transferable, non-assignable, revocable license during the term of this Agreement to use the Intellectual Property solely in conjunction with the naming of the Pavilion on the Premises.
   b. All specific uses of the Intellectual Property must be reviewed and approved by Fifth Third prior to use.
   c. Fifth Third hereby represents and warrants that the trademark "Fifth Third" and the Logo depicted in Exhibit B are presently registered with the United States Patent and Trademark Office, and that it has the right to grant a license to Owner in accordance with the terms of this Agreement.
   d. LFUCG acknowledges that Fifth Third is the sole owner of its Intellectual Property and that all goodwill relating to the Intellectual Property shall be and remain the sole and exclusive property of Fifth Third.
   e. Fifth Third acknowledges that LFUCG is the sole owner of its Intellectual Property and that all goodwill relating to the Intellectual Property shall be and remain the sole and exclusive property of LFUCG.
   f. The Parties acknowledge that neither has acquired any right, title, interest or claim of ownership in the other's Intellectual Property except for the rights granted in this Agreement.
   g. The use by LFUCG of the Intellectual Property, and all goodwill arising from such use, shall inure solely to the benefit of Fifth Third and shall be solely the property of Fifth Third in the event this Agreement is terminated for any reason. Upon termination of the Agreement, any and all rights granted to Owner in the Intellectual Property shall automatically terminate. LFUCG further will not alter, modify, dilute or misuse the Intellectual Property, bring any of it into disrepute, or challenge Fifth Third's rights in it.

3. **Naming.**
   a. LFUCG agrees as follows:
      i. To permit the exclusive naming of the Pavilion as the "Fifth Third Bank Pavilion" in accordance with Exhibit B. Such exclusive naming only applies to the naming of the Pavilion and shall not apply to the name of the Premises.
      ii. To employ the Mark and Logo as the exclusive name of the Pavilion. Reference to the Pavilion shall be as indicated in Exhibit B. During the Term, LFUCG hereby agrees to display the Intellectual Property in accordance with the provisions hereof and, in the case of the Logo as depicted on Exhibit B. The parties intend that LFUCG use color versions of the logo to the maximum extent practical. The final size,

locations, construction, design, specifications, cost and expense of signs will be jointly designed and agreed upon by Fifth Third and LFUCG.

iii. To permit the installation of the mark or logo in a manner that provides visual prominence so long as sight lines for the safe and appropriate use of the Pavilion are not impaired:
    1. in areas identified as "A" and "B" in the Assets and Marketing document, attached hereto as Exhibit C.
    2. any additional signage or locations as agreed by the Parties.

iv. To refer to the Pavilion in all of its media and communications as the "Fifth Third Bank Pavilion at Tandy Park".

v. To require and include in all agreements between LFUCG and any third parties to refer to and/or the use of the Logo on their websites, in social, print and broadcast media as above when referring to the Pavilion.

b. The parties agree to act in good faith to agree upon the exact size, location and/or depiction of the Mark and Logo to be employed by LFUCG. All specific uses of the Intellectual Property must be reviewed and approved by Fifth Third prior to use.

c. Notwithstanding the foregoing, Fifth Third may require alterations or changes. In that case, Fifth Third shall provide notice of the alteration and provide the alternative Intellectual Property and shall pay the cost of removal of the previous and installation of the alternate intellectual property. In the event that Fifth Third selects a logo different from the Mark or Logo during the Term, LFUCG agrees to use such alternative or additional logo, provided:
    i. Fifth Third grants to LFUCG a license to use such logo substantially in the form of the License granted hereby;
    ii. Fifth Third pays the entire cost or loss incurred by LFUCG in discontinuing the use of the logos and the substitution of an alternative logo, including but not limited to the cost of manufacturing and installing new signs, and;
    iii. That the use of any alterations or changes shall not materially increase the cost of complying with the agreement to LFUCG.
    iv. That LFUCG has sixty (60) days from the provision of the alternative to notify any third parties and amend its media and communications.

d. To permit the use of the Premises for two Fifth Third events which are open and available to the public as agreed by the Parties and one private event subject to approval by LFUCG during the Term.

e. To reinvest the consideration solely and exclusively into the Premises.

4. **Consideration.**
    a. In consideration for the rights granted it in this Agreement, Fifth Third hereby agrees to pay $70,000 annually to LFUCG.

b. The first payment of $70,000 is to be paid at the commencement of this Agreement. The second payment of $70,000 is to be paid in January of 2027. The third payment of $70,000 is to be paid in January of 2028.
c. Fifth Third agrees to identify and refer to the Premises, including the use of the LFUCG Logo where appropriate, in accordance with Exhibit B.

5. **Term.**
   a. The Term of this Agreement shall be for three calendar years commencing January 2026 through December 2028.
   b. At the end of the Term or at termination of this Agreement, the license hereby granted shall immediately cease and terminate, and LFUCG shall cease the use of the Intellectual Property, and advise any third parties to cease such use, in connection with the Pavilion.
   c. Notwithstanding the foregoing, LFUCG shall have a period of time after the end of the Term, not to exceed sixty (60) days, to cease the use of the Intellectual Property, including but not limited to the making of necessary physical changes to the Pavilion.

6. **Indemnification.**
   a. To the extent allowable by law, LFUCG shall hold Fifth Third harmless from and indemnify and defend Fifth Third and Fifth Third's affiliates, employees, agents and assigns (collectively "Fifth Third's Indemnities") against any and all suits, action, claims, losses, demands, damages, liabilities, costs and expenses of every kind, including costs and reasonable attorney's fees for defending same, which may relate to or arise or result from the LFUCG's use, operation, or maintenance of the Pavilion, including, but not limited to, the exercise by LFUCG of the rights granted to it in this Agreement, but not including any matter as to which Fifth Third is obligated to indemnify LFUCG by reason of the next paragraph of this Agreement or such liability or loss that is the result of Fifth Third Indemnities' sole negligence, gross negligence, or willful misconduct. This shall in no way be deemed or construed as a waiver of sovereign immunity or any other third-party defense available to LFUCG.
   b. Fifth Third shall hold LFUCG harmless from and indemnify and defend LFUCG and LFUCG's affiliates, employees, agents and assigns (collectively "LFUCG's Indemnities") against any and all suits, actions, claims, losses, demands, damages, liabilities, costs and expenses of every kind, including costs and reasonable attorney's fees for defending same, which may relate to or result from infringement or unfair competition claims against LFUCG or its Indemnities arising out of or related to LFUCG's use of the Intellectual Property as permitted by this Agreement.

7. **Assignment.** Fifth Third hereby consents to the transfer or assignment of any or all of LFUCG's rights hereunder, in whole or in part, in connection with the sale of the

Pavilion, provided that the transferee assumes in writing all of its obligations hereunder which arise after the date of such transfer.

8. **Notices.**
   a. A party may change its address and provide any notices pursuant to this Agreement by giving notice of the address change in writing to the other parties.
   b. All notices, offers, consents or other communications requited or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given or made if delivered personally or by messenger or delivered by mail or email, and addressed to the address of the intended recipient at the following addresses:

      i. To LFUCG: Lexington Fayette Urban County Government
      200 East Main Street
      Lexington, Kentucky 40507
      Attn: Mayor
      or
      To email address:_____

      ii. To Fifth Third: Fifth Third
      750 East Jefferson Street
      Louisville, Kentucky 40202
      Attn: Kim Halbauer, Regional President
      or
      To email address:_____

9. **Interpretation and Effect.** This Agreement shall be construed in conformity with the laws of the Commonwealth of Kentucky and the Trademark (Lanham) Act of 1946 as amended.

10. **Venue.** Venue for any action or proceeding arising under this Agreement shall be in a court of competent jurisdiction in Fayette County, Kentucky.

11. **Non-Waiver.** No delay or omission of any party to exercise rights or powers under this Agreement shall impair any such right or power or shall be construed to be a waiver of any default or acquiescence therein.

12. **Successors.** This Agreement and all of the terms and provisions hereof shall be binding upon and shall inure to the benefit of each of the parties and their respective legal representatives, heirs, successors, and assigns, except as expressly provided.

13. **Entire Agreement.** This Agreement contains the entire understanding between the parties and supersedes any prior understandings and written or oral agreements between them respecting this subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Agreement that are not fully expressed in the Agreement.

APPROVED:

FOR Fifth Third Bank, National Association

Signature: KA Halbach

Print Name: KA Halbach

Title: Region President

Date: 11/18/2025

FOR Lexington-Fayette Urban County Government

Signature: _____

Print Name: _____

Title: _____

Date: _____

FIFTH THIRD PAVILION AT HENRY A. TANDY CENTENNIAL PARK

BRAND & STYLE GUIDE

FIFTH THIRD

LEXINGTON
Parks & Recreation

FACILITY NAME USAGE

OFFICIAL VENUE NAME:

FIFTH THIRD PAVILION AT HENRY A. TANDY CENTENNIAL PARK

FOR SPACE CONSTRAINTS ONLY:

FIFTH THIRD PAVILION AT TANDY PARK

DO NOT USE THE FOLLOWING

- FIFTH THIRD PAVILION
- FIFTH THIRD PARK
- 5/3 PAVILION
- TANDY PAVILION
- TANDY PARK
- CHEAPSIDE PARK

Please note: Although Fifth Third Pavilion sits in Henry A. Tandy Centennial Park, there are no events that use just the park without the pavillion. For that reason, the full name should always be used.

FACILITY LOGO

APPROVED LOGOS FOR USAGE

WHEN POSSIBLE, USE THE LOGOS BELOW ON ANY GRAPHICS ADVERTISING EVENTS BEING HELD AT THE VENUE

PRIMARY

FOR ANY COLOR BACKGROUND

BLACK

FOR LIGHT BACKGROUNDS

WHITE

FOR DARK BACKGROUNDS

FACILITY COLORS

APPROVED BRAND COLORS

WHEN USING WITH LOGO

#1D4094

#FFFFFF

#26D07C

PARKS & RECREATION LOGO

APPROVED LOGOS FOR USAGE

WHEN APPROPRIATE, FOR ANY PARTNERSHIPS OR COLLABORATIONS WITH THE CITY, USE THE LOGOS BELOW ON ANY GRAPHICS ADVERTISING EVENTS

PRIMARY

BLUE HORSE, BLACK LETTERS

WHITE

WHITE HORSE, WHITE LETTERS

BLACK

BLACK HORSE, BLACK LETTERS

PARKS & RECREATION LOGO

INCORRECT LOGO USES

WHEN USING LFUCG/PARKS LOGO

Stretch or skewed logo

Any color outside of the three approved versions

Added drop shadow

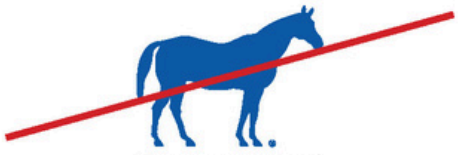
Outlined

Adjusting the size of the horse

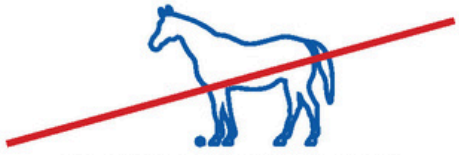
Stacking the horse on top of the word Lexington

White Lexington

Stand alone horse
(Must have Lexington after it)



Horse reverved



Stand alone horse outlined

PARKS & RECREATION COLORS

APPROVED BRAND COLORS

WHEN USING WITH LFUCG/PARKS LOGO

Pantone: 286
CMYK: 100/72/00/00
HEX: 0057A8
RGB: 0/87/168

Pantone: 289
CMYK: 100/76/10/65
HEX: 001A49
RGB: 0/26/73

Pantone: 2925
CMYK: 77/38/9/00
HEX: 3787BA
RGB: 55/135/186

Pantone: 137
CMYK: 14/29/100/00
HEX: E0B111
RGB: 224/177/17

50% Gray
CMYK: 00/00/00/50
HEX: BFBFBF
RGB: 191/191/191

FOR ANY QUESTIONS ABOUT CITY LOGO AND COLOR USAGE, OR TO RECEIVE APPROVALS AND HIGH RESOLUTION LOGOS, CONTACT LEXINGTON PARKS & RECREATION PUBLIC INFORMATION OFFICE.

FIFTH THIRD PAVILION AT TANDY PARK

ASSETS & MARKETING

FIFTH THIRD

LEXINGTON
Parks & Recreation

Assets & Marketing

FIFTH THIRD

LEXINGTON
Parks & Recreation

Exclusive naming rights to the pavilion pursuant to a branding guide to be codeveloped by Lexington-Fayette Urban County Government (LFUCG) and Fifth Third, namely:

- **Opportunity to exclusively brand and place signage at locations around the park (proposed locations on pages 2–4)**

Proposed Signage/Branding Locations

Location A – New signage covering the ends of the pavilion that fill the archway and cornace, capturing more attention.

Location B – New large panels on the side of the pavilion identifying the brand and name.

Proposed Signage/Branding Locations

Location C – Replacement or upgrade of side lighting towers which line both sides of the plaza to include added branding.

Location D – Updated name panels for larger plaza light. Currently there are two of these (Main St. and Short St.) but an additional two could be added to have one in each corner of the park.

Proposed Signage/Branding Locations

Location E – Attachments mounted to light poles that are along Main St. next to the entrances to the park and across the street from the pack. These might be banners or could be something more perminent such as metal signs.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1116-25

File ID:	1116-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Social Services
				File Created:	11/20/2025
File Name:	Nonprofit Capital Grants - Facility Improvements RFP #28-2025			**Final Action:**	

Title: Authorization to execute Community Project Agreements with 6 Nonprofit Capital Grants (NCG) Program grantee agencies, pursuant to RFP #28-2025 Nonprofit Capital Grants - Facilities Improvements with Bluegrass Council of the Blind ($36,320), Bluegrass Care Navigators/Hospice of the Bluegrass ($70,000), Greenhouse17 ($68,463), Lexington Children's Theatre ($70,000), the Nathanial Mission ($66,186), and the Urban League of Lexington Fayette County ($70,000). At a total cost of $380,969.00. Funds are budgeted. (L1116-25) (Maynard/Allen-Bryant)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	1116-25 Bluesheet Memo NCG FY26-FY27 Facilities Agreements, BGCN 28-2025 NCG 26-27 CPA, BG Council of the Blind #28-2025 NCG 26-27 CPA, GH17 RFP #28-2025 NCG 26-27 CPA, Lex Childrens Theatre #28-2025 NCG 26-27 CPA, Nathaniel Mission NCG 26-27 CPA, Urban League #28-2025 NCG 26-27 CPA	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Theresa Maynard	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 1116-25

Title

Authorization to execute Community Project Agreements with 6 Nonprofit Capital Grants (NCG) Program grantee agencies, pursuant to RFP #28-2025 Nonprofit Capital Grants - Facilities Improvements with Bluegrass Council of the Blind ($36,320), Bluegrass Care Navigators/Hospice of the Bluegrass ($70,000), Greenhouse17 ($68,463), Lexington Children's Theatre ($70,000), the Nathanial Mission ($66,186), and the Urban League of Lexington Fayette County ($70,000). At a total cost of $380,969.00. Funds are budgeted. (L1116-25)(Maynard/Allen-Bryant)

Summary
Authorization to execute Community Project Agreements with 6 Nonprofit Capital Grants (NCG) Program grantee agencies, pursuant to RFP #28-2025 Nonprofit Capital Grants - Facilities Improvements with Bluegrass Council of the Blind ($36,320), Bluegrass Care Navigators/Hospice of the Bluegrass ($70,000), Greenhouse17 ($68,463), Lexington Children's Theatre ($70,000), the Nathanial Mission ($66,186), and the Urban League of Lexington Fayette County ($70,000). At a total cost of $380,969.00. Funds are budgeted. (L1116-25)(Maynard/Allen-Bryant)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, William Razor 10/31/25

Risk Management: N/A

Fully Budgeted [select]: BA in process

Account Number:

1101-900357-0001-71101	$36,320
1101-900368-0001-71101	$70,000
1101-900304-0001-71101	$68,463
1101-900373-0001-71101	$70,000
1101-900374-0001-71101	$66,186
1101-900206-0001-71101	$70,000

This Fiscal Year Impact: $380,969.00

Annual Impact: N/A

Project:

Activity:

Budget Reference:

Current Balance: BA in process

MAYOR LINDA GORTON

LEXINGTON

KACY ALLEN-BRYANT
COMMISSIONER
SOCIAL SERVICES

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: Kacy Allen-Bryant, Commissioner of Social Services

DATE: November 21, 2023

SUBJECT: Community Project Agreements – RFP #28-2025
FY 2025 – FY2026 Nonprofit Capital Grants (NCG) Program Facilities Improvements

---

Request:

Request Council Authorization for the Mayor to execute Community Project Agreements with 6 Nonprofit Capital Grants (NCG) Program grantee agencies, pursuant to RFP #28-2025 Nonprofit Capital Grants – Facilities Improvements.

Why are you requesting?

Nonprofit Capital Grants (NCG) funding is awarded for specific project implementation. A total of 14 projects will be funded for Facilities Improvements. Exhibits defining the project(s) and establishing expectations for reimbursable funds to the Department of Social Services are contained in grantee's RFP responses which are attached in the Exhibits to Community Project Agreement.

What is the cost in this budget year and future budget years?

The cost for Fiscal Year 2024 for NCG Facilities Improvements is $380,969. This is a two-year grant award agreement to complete the projects and is budgeted in the NCG Grant Program Cycle for Fiscal Year 2026. There is no cost to the budget in Fiscal Year 2027.

Are the funds budgeted?

Funds are budgeted for FY2026, and a Budget Amendment is in progress to appropriate funds in Department ID accounts for each respective NCG grantee in the Fiscal Year 2026 Adopted Budget. A listing (in alphabetical order) of each grantee's award and Department ID is attached to this memorandum.

File Number: 1116-25
Director/Commissioner: Theresa Maynard / Kacy Allen-Bryant

Agency	NCG FY26 Funding Level	Dept ID
Bluegrass Council of the Blind	$36,320	900357
BG Care Navigators/Hospice of the BG	$70,000	900368
Greenhouse17	$68,463	900304
Lexington Children's Theatre	$70,000	900373
The Nathaniel Mission	$66,186	900374
Urban League of Lexington Fayette County	$70,000	900206

Nonprofit Capital Grants – Facilities Improvements Funding Total: **$380,969**

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
COMMUNITY PROJECT AGREEMENT

THIS COMMUNITY PROJECT AGREEMENT ("Agreement") is made and entered into on the _____ day of _____ 202___, 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 HOSPICE OF THE BLUEGRASS, INC. dba BLUEGRASS CARE NAVIGATORS, a Kentucky nonprofit corporation ("Organization"), with offices located at 1733 HARRODSBURG ROAD, LEXINGTON, KENTUCKY 40504.

W I T N E S S E T H

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 1733 HARRODSBURG ROAD, 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 Seventy Thousand Dollars ($70,000.00) ("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) PACE Center Facility Improvement Project	1) $64,660.00	1) FACILITIES IMPROVEMENTS
2) BCN Headquarters Facility Improvement Project	2) $5,340.00	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:
Elizabeth D. Fowler, President/CEO
Hospice Of The Bluegrass, Inc. Dba Bluegrass Care Navigators
1733 Harrodsburg Rd,
Lexington, KY 40504

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.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

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, Mayor

ATTEST:

_____
Clerk of the Urban County Council

HOSPICE OF THE BLUEGRASS, INC.
dba BLUEGRASS CARE NAVIGATORS

BY: _____
Elizabeth D. Fowler, President/CEO

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this the _____ day of _____, 202___, by _____, a Kentucky nonprofit organization.

My commission expires: _____

Commission number: _____

_____
Notary Public, State-at-Large, Kentucky

EXHIBIT A

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

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)

<u>LFUCG Non-Appropriation Clause</u>

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, Elizabeth D. Fowler, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Elizabeth D. Fowler, and he/she is the individual submitting the proposal or is the authorized representative of Hospice of the Bluegrass, Inc., dba Bluegrass Care Navigators, the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

Elizabeth D. Fowler

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Elizabeth D. Fowler on this the 10th day of September, 2025

My Commission expires: 2/22/2027

LORI POE
COMM EXPIRES 02/22/2027
NOTARY PUBLIC
ID # KYNP66221
STATE AT LARGE, KENTUCKY

Lori Poe

NOTARY PUBLIC, STATE AT LARGE KYNP66221

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Section 503 of the Rehabilitation Act of 1973 states:

  The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

****

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

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

E. Jabeth L. Fowler — Hospice of the Bluegrass, Inc., dba Bluegrass Care Navigators

Signature — *Name of Business*

Firm Submitting Proposal: Hospice of the Bluegrass, Inc., dba Bluegrass Care Navigators

Complete Address: 1733 Harrodsburg Road, Lexington, KY 40504
Street City Zip

Contact Name: Laura Klumb Title: Vice President, Philanthropy

Telephone Number: 859-296-5344 Fax Number: N/A

Email address: lklumb@bgcarenav.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, safely 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.

Elizabeth L. Fowler
Signature

9/9/2025
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.

00548704

LEXINGTON

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

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
   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

4.2 Applying organization agrees to comply with all applicable local, state, and federal law

4.3 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

4.4 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.

4.5 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

4.6 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: Hospice of the Bluegrass, Inc. dba Bluegrass Care Navigators

Mailing Address: 1733 Harrodsburg Road, Lexington, KY 40504

Street Address: 1733 Harrodsburg Road, Lexington, KY 40504

Phone: (855) 492 - 0812

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)*:
Elizabeth D. Fowler, President/CEO, 859-296-6810, lfowler@bgcarenav.org

Person Completing Application *(Name, Title, Phone, Email):*
Polly Ruddick, Director of Philanthropy, Grants, 859-893-3264, paruddick@bgcarenav.org

Project Information

Funding Requested by Project, if bundling multiple Projects:

Project: PACE Center Facility Improvement Project — Request $ 64,660.00
Facility Improvement project

Project: BCN Headquarters Facility Improvement Project — Request $ 5,340.00
Facility Improvement project

Project: _____ — Request $ _____
Facility Improvement project

Project: _____ — Request $ _____
Facility Improvement project

Total Funding Amount Requested: $ $70,000.00

- **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 2025 Nonprofit Capital Grant

RFP 28-2025

BCN Project Narrative #1

PACE Center Facility Improvement Project

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

Bluegrass Care Navigators (BCN) has been providing hospice, palliative, transitional, and grief care to seriously ill residents of Lexington-Fayette County and their families since 1978. Building on this history of service, BCN launched Bluegrass PACE Care on July 1, 2022, after receiving authorization from both the Commonwealth of Kentucky and the Centers for Medicare & Medicaid Services to begin enrolling patients in the federally regulated Program of All-Inclusive Care for the Elderly (PACE). BCN is in good standing with the Kentucky Secretary of State, maintains a Platinum Seal of Transparency from Candid (GuideStar), and holds a 100% "Give with Confidence" rating from Charity Navigator.

Bluegrass PACE Care is a federally authorized "Program of All-Inclusive Care for the Elderly" (PACE) that helps seniors stay in their homes and communities. To qualify, participants must be at least 55 years old, live in the service area, require a nursing home level of care, but be able to safely live at home with PACE support. Since services are fully covered for those enrolled in both Medicare and Medicaid, almost all enrollees are low-income and medically fragile.

The program has experienced rapid growth, expanding to more than 115 participants in just three years, with an 81.5% increase in enrollment over the past 12 months. In 2025, PACE has already received 149 referrals from Fayette County. Currently, nearly 80% of active participants live in Fayette County, highlighting both the community's need and trust in the organization, as well as the direct impact of this investment on our local Fayette County neighbors. Demonstrating BCN's focused

outreach to historically underserved populations, 32% of Fayette County participants identify as Black. The average participant age is between 60 and 69, a group often burdened with multiple chronic conditions and barriers to living independently.

The PACE Center serves as the central hub for program delivery to our PACE participants. It features a commercial kitchen and dining area where participants can enjoy hot, nutritious meals. The center also has a medical clinic where participants can receive preventive care, specialized services, urgent care, and a variety of therapies. A spacious occupational and physical therapy gym is available for fitness and rehabilitation activities. Participants can receive assistance with bathing and self-care, schedule haircuts, or participate in social events at the center. The PACE Center offers daytime social activities and a medically supported adult day health care program. The building houses workspace for the clinical and administrative team members, who care for and coordinate care with specialists, hospitals, and other healthcare providers for enrolled individuals.

To keep pace with rapid enrollment growth and increasing demand, BCN is prioritizing critical facility improvements and renovations at the PACE Center. These improvements will meet increased capacity, modernize spaces, and enhance accessibility and utilization for participants. Planned updates include installing a new outdoor walk-in freezer with a reinforced concrete pad and electrical enhancements to ensure adequate food storage capacity for all participants, repainting the entire facility to maintain a clean and respectful environment, and converting exam room faucets to foot-pedal operation to improve infection control in clinical areas. To support participant well-being, the project will also add shaded outdoor therapeutic spaces, incorporating

gazebos and accessible seating, providing safe areas for social activities, recreation, and seasonal enjoyment. These facility updates will not only improve safety and comfort for participants but also help BCN meet the growing community demand by accommodating more participants each day.

Rodney A.'s experience shows the real impact of PACE beyond the numbers. When he first heard about Bluegrass PACE Care, he wasn't convinced it was the right fit. But his daughter encouraged him to try, seeing the chance for her father to regain connection, care, and purpose. "She made me an appointment, and I came here," Rodney said. "At first, I wasn't sure I wanted to go. But later I realized I needed that social part."

As a PACE participant, Rodney's life changed in ways he never expected. The PACE team provides primary care, access to specialists, and everything needed to live safely at home while staying active in the community. "They'll pick you up, feed you, and make sure you have the medicine you need," he shared. "They evaluate your situation and accommodate you based on your needs." Most importantly, Rodney found something he didn't know he was missing: a community. "It is a better alternative," he said. "You're surrounded by people who have the same kind of wants and needs, and we actually have fun here." Rodney's story is a powerful reminder that this program is more than healthcare and transportation; it is about restoring independence, dignity, and joy. LFUCG's investment in our PACE Center will directly impact more older adults like Rodney across Fayette County.

BCN has integrated health equity as a fundamental principle in its operations. A full-time Health Equity Officer at the PACE Center is dedicated exclusively to engaging

with low-income, underserved, and marginalized residents. Over the past year, BCN has participated in 74 community outreach events, many through the Faith & Community Collaborative, which mobilizes trusted faith and community leaders to build confidence in healthcare access. These efforts help ensure that enrollment reflects Fayette County's diversity and prioritizes residents who are most often excluded from traditional healthcare systems.

The PACE Center, owned and operated by BCN at 2409 Members Way in Lexington, serves as the central hub for Fayette County participants. To meet increasing demand, the facility improvements in this proposal will focus on upgrading the medical clinic, as well as outdoor social and therapy areas for occupational and physical therapy, and client nutritional needs. Planned renovations will improve and modernize participant spaces, enhance accessibility and infection control, and strengthen food service infrastructure, all to provide better comprehensive care for our clients. At its core, PACE Care ensures that low-income and marginalized seniors are not denied dignity, independence, or healthcare access.

Section 2: Demonstrated Need

The improvements requested in this proposal are not merely cosmetic; they are crucial for the health, safety, and well-being of participants, as well as for the long-term sustainability of the PACE model in Fayette County.

Research shows that access to fresh air and safe outdoor recreation has a significant positive impact on the health outcomes of older adults. The National Institute on Aging reports that seniors who engage in regular outdoor activity experience improved mobility, reduced falls, lower rates of depression, and enhanced quality of life.

For PACE participants, shaded and accessible outdoor spaces are not just luxuries; they serve as therapeutic interventions that help reduce isolation and support both mental and physical health.

Equally urgent is access to consistent, adequate nutrition, which is a regulatory requirement under Medicare and Medicaid for all PACE programs. The Centers for Medicare & Medicaid Services (CMS) requires that PACE organizations provide daily meals and snacks that meet participants' dietary needs. With enrollment at the Bluegrass PACE Center growing by 81.5% over the past 12 months, the fastest growth since its opening, current refrigeration and freezer capacity no longer suffices to store and safely prepare meals for participants. Without expanded storage, the program risks regulatory noncompliance and the inability to provide reliable nutrition to enrollees. Installing a walk-in freezer ensures that every participant continues to receive healthy meals and snacks, both at the Center and packaged for home.

Maintaining a safe and respectful clinical environment is essential and a top priority. High-touch surfaces such as faucets in exam rooms present infection risks when participants and clinicians must operate hand-turn controls. For a population where the average enrollee is between 60 and 69 years old and managing multiple chronic conditions, the spread of germs can have devastating consequences. Installing foot-pedal faucet controls will strengthen infection control protocols and safeguard both participants and staff. Similarly, the current low-cost interior paint has not held up well in a bustling, high-traffic, social environment. Repainting with high-quality materials will enhance sanitation and infection control, while also restoring trust and dignity by ensuring the Center reflects the high standard of excellence that participants expect.

Most importantly, these improvements directly align with the mission of PACE: to help frail seniors live independently in the community and avoid costly nursing home placements. In Fayette County, where nearly 80% of Bluegrass PACE participants live, these facility upgrades are more than just building improvements; they are lifelines that allow vulnerable seniors to stay at home, surrounded by family and community. Given that the average annual cost of nursing home care in Kentucky exceeds $90,000 per person, every senior who can safely stay at home through the PACE model represents a significant cost savings for public systems as well as a profound personal benefit in terms of dignity and independence.

The requested improvements are essential to ensure compliance with CMS regulations, protect the health and safety of participants, and support the rapid growth of PACE in Fayette County, where nearly four out of five participants live. Costs are allocated to benefit local residents. This targeted investment will strengthen the only federally authorized program in the county specifically designed to help low-income, disabled seniors live independently, and will keep the Bluegrass PACE Center a trusted, safe, and therapeutic hub for years to come.

Identified Needs and Costs

1) Walk-in Freezer with Concrete Pad and Electric – $28,902.00

   Current Status: The Center has recently added two additional refrigerators and a freezer; however, these additions will not be sufficient to meet nutritional needs as enrollment grows.

   Vendors: Bluegrass Concrete Solutions, C Worth, Dixon Electric

2) Whole Building Interior Paint – $20,400.00

Current Status: To reduce initial renovation expenses, the interior was painted with inexpensive, one-coat paint. This has not withstood daily use, resulting in visible wear, cracks, and an unwelcoming appearance.

Vendor: Custom Work of KY

3) Clinic Exam Room Faucet Replacement/Conversion – $5,774.00

Current Status: Existing faucets require staff and participants to touch on/off handles, increasing the risk of germ transmission. Installing foot-pedal controls will improve infection control.

Vendor: Frantz

4) Client Gazebo with one new concrete pad – $4,197.98

Current Status: The Center lacks a covered outdoor space for socialization and recreation. The existing entry awnings and garden patio are uncovered, inadequate or/and unsafe when crowded. Two 10x10 aluminum gazebos will create safe, shaded outdoor areas for recreation and therapy.

Vendor: Home Depot, Bluegrass Concrete Solutions

5) Courtyard Benches – $2,397.00

Current Status: No covered or weather-protected seating is currently available in outdoor areas, including the existing patio/garden area. Installing three 8-foot benches will create safe, comfortable spaces for seniors to enjoy fresh air and social interaction.

Vendor: Global

6) Contingency – $2,989.02, 4.6% of project costs set aside for material or labor increases.

Total Project Request: $61,670.98

Total Project with Contingency: $64,660.00

Section 3: Applicant Capacity for Project

BCN has a long and proven history of successfully managing local, state, and federal government grants for both capital and operational projects. The organization is currently engaged in a multi-year partnership with the LFUCG Grants and Special Programs Department to administer the HUD Older Adults Home Modification Program, managing $500,000. Additionally, BCN has been awarded the Winter Weather Elderly and Specialized Needs Emergency Shelter program from the LFUCG Office of Homelessness Prevention and Intervention for three consecutive years, totaling $610,270.

BCN has also successfully executed major federal awards, all of which were closed with no findings or deficiencies:

- $1,000,000 – U.S. Department of Health and Human Services, Alzheimer's Disease Program Initiative (2019–2022)
- $538,756 – USDA Rural Utilities Service Distance Learning and Telemedicine Grant (2020–2023)
- $137,102 – ARPA Subrecipient, LFUCG Office of Homelessness: Non-congregate Emergency Shelter/Medical Respite (2021–2023)
- $681,470 – ARPA Subrecipient, LFUCG Department of Social Services: PACE Center Capital and Operations Improvements (2022–2023)
- Since 2017, BCN has also consistently managed LFUCG ESR grant awards, including two recent FY25 awards totaling $150,000 for

emergency shelter and community grief care services in Fayette County.

BCN has the staff expertise and infrastructure to ensure compliance with all LFUCG requirements. Key staff include:

- Liz Fowler, President/CEO – 30+ years of experience with successful leadership through several complex construction/renovation and capital investment projects during her tenure at BCN, including the construction of the Lexington Headquarters building and the purchase and implementation of a new electronic medical records system. Liz also has years of experience overseeing grant-funded projects.
- Laura Klumb, Vice President of Philanthropy – Brings 27+ years of nonprofit leadership and grant management experience.
- Melissa Perry, MSN, RN, CNML, NE-BC, PACE Site Director – Manages PACE Center operations and ensures regulatory compliance with 10+ years of experience in nursing management.
- Jamie Cason, Facilities Maintenance Manager - Leading BCN construction and renovation projects for nearly 15 years. Jamie supervised the Phase I and Phase II renovations of the PACE Center and worked closely with organizational leadership to ensure that the 2020 construction of BCN's new headquarters campus was completed on time and under budget, as well as the 2022 renovations.
- Shauna Chapleau, Senior Accountant/Project Specialist – With over 10+ years of experience, Shauna tracks grant expenditures and ensures compliance with procurement and reporting requirements.

BCN maintains the fiscal capacity to manage large awards, routinely producing the full documentation required for reimbursement. This track record demonstrates that BCN has the expertise, fiscal strength, and compliance infrastructure to successfully implement this project.

Section 4: Operational Feasibility

Immediately upon execution of the funding agreement for a LFUCG 2025 Nonprofit Capital Grants award (anticipated in November 2025), BCN will begin soliciting official bids for the PACE Center Facility Improvement project components, in full compliance with BCN's procurement requirements.

The PACE Center Facility Improvement Project consists of five separate sub-components, each of which can be completed on its own schedule. The five sub-components can be pursued separately but concurrently. For example, freezer installation, interior painting, and gazebo installation can all start simultaneously, but none depend on another being finished to proceed. Because each sub-project can advance independently, a supply chain delay affecting one vendor won't halt progress on other components.

Based on the LFUCG award notification timeline, our plan is to quickly implement the procurement process for each sub-project beginning in late 2025. Once bids are finalized for the various sub-projects, each will begin implementation with the chosen vendors. PACE program clinical leaders will work closely with the Facilities Maintenance Manager to ensure that the improvement projects progress smoothly and are conducted in a way that minimizes disruption for participants. All estimated costs provided by vendors assume work during off-clinic and off-center hours, like nights and weekends.

The estimated costs included in this proposal fully fund each facility improvement component, and the budget also includes a contingency percentage to account for potential rising costs of materials or labor that may exceed current estimates. BCN does not anticipate needing to secure additional outside support for these projects. However, if necessary, BCN has an existing line of credit with Truist Bank that could be used until other organizational revenue and/or community support can be identified to cover any expense overrun.

Jamie Cason, Facilities Maintenance Manager, will be responsible for overseeing the PACE Center Facility Improvement Project. He and his full-time Facilities Maintenance Technician will be on-site managing the renovations. Jamie will work closely with the construction vendors and suppliers who have been awarded bids to ensure the projects stay on track, within budget, and ahead of schedule.

Since none of the sub-component projects will take more than a few weeks to complete once construction starts, we anticipate that the entire PACE Center Facility Improvement Project can be successfully completed by May 1, 2026, well before the April 30, 2027, expenditure deadline. Even if some issues cause delays in implementing certain components, we are confident that the allocated funds for the project will be spent many months ahead of schedule.

Section 5: Cost Analysis – and attachments

BCN has worked diligently to gather cost estimates from various construction companies and vendors to determine the total budget needed for the PACE Center Facility Improvement Project. BCN understands that these estimates might increase during the formal bidding process. Therefore, a contingency line item has been included

in the budget to cover costs that emerge or increase after submitting this proposal. For commercial construction projects, the typical contingency ranges from 5-10% of the total budget. Considering the current instability of the global economy, we have incorporated a 4.6% contingency in the budget.

The total budget for the PACE Center Facility Improvement Project, including contingency funds, is $64,660.00.

Please find the overall line-item budget for the PACE Center Facility Improvement Project, along with the cost estimates for each line item. The narrative explanation for each line item is included within the budget.

	Capital Expense	**Estimated Cost**	**Notes**	**Verified Cost Estimate**
	PACE Walk-in Freezer with concrete pad and new electric	$2,200.00 $23,012.00 $3,690.00	Outdoor Walk-in Freezer, stainless steel floor with centered door, outdoor top mount self-contained refrigeration/condenser unit, including all electric needed, 11x9 concrete pad for walk-in freezer base includes digging, relocating cutter and downspouts, drilling holes and rebar, placing rock and compacting, forms and pour 6" deep to handle 1600 lbs	Bluegrass Concrete, C Worth, Dixon Electric
	PACE Center Whole Building Interior Paint	$20,400.00	All client and public-facing walls are patched and painted, including stress cracks, sanding, and paint prep. One coat of paint only with a main	Custom Work of KY

			tan and 1 accent color	
	PACE Clinic Exam room Faucet Replacement or Conversion	$5,774.00	Install/retrofit 5 brass faucets and foot pedal controls. Running hot and cold feeds from existing lines	Frantz
	PACE Client Gazebos plus 1 concrete pad	$1,997.98 $2,200.00	10x10 Aluminum Hardtop Gazebo (2, 998.99 each) for outdoor recreational and therapeutic client space. Concrete pad for 1 gazebo.	Home Depot, Bluegrass Concrete
	PACE Gazebo Courtyard Benches	$2,397.00	8' Bench with Back for client sitting area under the gazebo. (3 total, 799 each)	Global Industrial
	Contingency	$2,989.02		
	Total	**$64,660.00**		

Bluegrass Care Navigators	
2025 Organizational Budget	
Category	**Total Budget**
REVENUES	
Fundraising Income	$2,991,150.00
Grant Revnue	$651,673.00
Other Revenue	$539,017.00
Investment Income	$1,365,680.00
Net Patient Billings	$86,579,893.00
Total Revenues	$91,475,741.00
EXPENSES	
Personnel Expenses	$63,797,788.00
Taxes and Benefits	$12,859,032.00
Patient Services Expenses	$15,011,519.00
Administrative and General	$11,279,695.00
Program Expenses	$1,027,050.00
Fundraising Expenses	$293,955.00
Total Expenses	$91,310,007.00
Excess of Revenues Over Expenses	$165,734.00

LFUCG 2025 Nonprofit Capital Grant

RFP 28-2025

BCN Project Narrative #2

BCN Headquarters Facility Improvement Project

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

Since 1978, Bluegrass Care Navigators (BCN) has been a trusted provider of hospice, palliative, transitional, and grief care for residents of Lexington-Fayette County and their families. While best known for our hospice services, today BCN offers a broad continuum of programs that help people with serious illness live with dignity, comfort, and respect. In 2024 alone, BCN served 5,869 Fayette County residents through 381,633 days of care and 125,264 visits, ensuring that no one faces serious illness or end of life alone.

Through the support of committed donors, our incredible volunteers, and numerous community partners, BCN is able to provide grief care free of charge, ensure that hospice patients are never turned away due to inability to pay or insurance status, and provide specialized programs to those most often excluded from traditional healthcare systems. Many of the individuals we serve come from low-income, underserved, and marginalized families. In 2024, 368 neighbors in Fayette County, including children, received free grief care services, with a total of 2,404 counseling sessions provided. Half of these participants had no prior connection to hospice, underscoring our role as a community-wide resource for healing and resilience.

BCN's headquarters is located at 1733 Harrodsburg Road, Lexington, Kentucky 40504, in the heart of Fayette County. The property is wholly owned by BCN, ensuring long-term stability and stewardship of the building. Originally the IBM office building, it underwent a complete renovation in April 2020 to become a modern campus designed to meet the needs of both clinical and administrative teams. The campus houses clinical

and administrative teams who coordinate care for thousands of Fayette County residents each year. While much of the building was completed in 2020, the second floor of the headquarters underwent additional renovations in the spring of 2022, made possible through funding from the Lexington-Fayette Urban County Government (LFUCG) ARPA Nonprofit Capital Grant. During the renovation, an aging cast-iron sewer line was discovered, limiting the use of the only ADA-accessible bathroom on that side of the building and creating an inconvenience and accessibility barrier for staff, patients, and visitors.

Each of BCN's specialized programs is coordinated from our campus on Harrodsburg Road. Our services include:

- Bluegrass Hospice Care – Comfort and quality of life for patients of all ages with terminal illness.
- Bluegrass Palliative Care – Relief from pain and symptoms for people living with serious illness.
- Bright Path – Pediatric palliative care for infants, children, and young adults.
- Bluegrass Grief Care – Free grief counseling for anyone in the community.
- Bluegrass Integrative Medicine – Complementary therapies such as massage, music, art, and animal-assisted therapy.
- Bluegrass Transitional Care – Post-hospital support to help patients stay safely at home.
- Bluegrass Transitional Care Dementia Program – A CMS Demonstration Project providing in-home dementia support.
- Bluegrass PACE Care – A comprehensive, federally regulated Program of All-

Inclusive Care for the Elderly.

BCN's mission is to serve every qualifying patient with the highest quality of physical and psychosocial support, regardless of race, color, religion, sex, sexual orientation, disability, or national origin. Our "Non-Discrimination in Patient Care" policy ensures full inclusion. We provide translation services for those with limited English proficiency, require cultural diversity training for all new team members, and have integrated health equity as a guiding principle. Full-time Health Equity Officers lead outreach to low-income and underserved residents, while our Faith & Community Collaborative mobilizes trusted leaders to increase access to care. In 2024, BCN participated in 74 community outreach events to foster connections and reduce barriers to healthcare.

BCN is in good standing with the Kentucky Secretary of State and holds both a Platinum Seal of Transparency from Candid (GuideStar) and a 100% "Give with Confidence" rating from Charity Navigator. The organization agrees to comply with all local, state, and federal laws and affirms that no funds awarded through this grant will be used to teach, promote, or advocate any religion.

Section 2 – Demonstrated Need

During renovations on the second floor of the BCN Headquarters in 2022, a deteriorated cast iron sewer line was discovered, rendering the only ADA-accessible bathroom on that side of the building unusable. This problem creates a serious accessibility barrier for patients, caregivers, visitors, and staff who depend on reliable and safe facilities.

The impact of this infrastructure failure extends beyond inconvenience. Without a

working ADA restroom, BCN cannot fully meet accessibility standards, nor can we make our second-floor space available for community meetings and nonprofit partners as intended. As a result, part of the building that was meant to serve the community remains underutilized. It is crucial that BCN provide our team members with safe, finished workspaces so they can successfully fulfill their roles and meet the needs of the patients and clients we serve in the community.

The requested improvements are outside of the organization's available budgeted capital resources. The space cannot be completed without a committed external funding source.

Replacement of the sewer line is essential to restore the building's full and safe use. It will allow BCN to:

- Ensure ADA compliance and equitable access for all who enter the headquarters.
- Protect health and safety by preventing further deterioration and potential environmental hazards.
- Support program growth and collaboration, inviting other nonprofits to use the space for the benefit of Fayette County residents.

The total estimated cost is $5,340.00 and exceeds BCN's current available capital resources. Funding from a LFUCG Nonprofit Capital Grant award will ensure this project is completed promptly, restoring critical accessibility and allowing BCN to continue serving as a reliable hub for patient care and community collaboration in Fayette County.

Section 3: Applicant Capacity for Project

BCN has a long and proven history of successfully managing local, state, and federal government grants for both capital and operational projects. The organization is currently engaged in a multi-year partnership with the LFUCG Grants and Special Programs Department to administer the HUD Older Adults Home Modification Program, managing $500,000. Additionally, BCN has been awarded the Winter Weather Elderly and Specialized Needs Emergency Shelter program from the LFUCG Office of Homelessness Prevention and Intervention for three consecutive years, totaling $610,270.

BCN has also successfully executed major federal awards, all of which were closed with no findings or deficiencies:

- $1,000,000 – U.S. Department of Health and Human Services, Alzheimer's Disease Program Initiative (2019–2022)
- $538,756 – USDA Rural Utilities Service Distance Learning and Telemedicine Grant (2020–2023)
- $137,102 – ARPA Subrecipient, LFUCG Office of Homelessness: Non-congregate Emergency Shelter/Medical Respite (2021–2023)
- $681,470 – ARPA Subrecipient, LFUCG Department of Social Services: PACE Center Capital and Operations Improvements (2022–2023)
- Since 2017, BCN has also consistently managed LFUCG ESR grant awards, including two recent FY25 awards totaling $150,000 for emergency shelter and community grief care services in Fayette County.

BCN has the staff expertise and infrastructure to ensure compliance with all

LFUCG requirements. Key staff include:

- Liz Fowler, President/CEO – 30+ years of experience with successful leadership through several complex construction/renovation and capital investment projects during her tenure at BCN, including the construction of the Lexington Headquarters building and the purchase and implementation of a new electronic medical records system. Liz also has years of experience overseeing grant-funded projects.
- Laura Klumb, Vice President of Philanthropy – Brings 27+ years of nonprofit leadership and grant management experience.
- Jamie Cason, Facilities Maintenance Manager - Leading BCN construction and renovation projects for nearly 15 years. Jamie supervised the Phase I and Phase II renovations of the PACE Center and worked closely with organizational leadership to ensure that the 2020 construction of BCN's new headquarters campus was completed on time and under budget, as well as the 2022 renovations.
- Shauna Chapleau, Senior Accountant/Project Specialist – With over 10+ years of experience, Shauna tracks grant expenditures and ensures compliance with procurement and reporting requirements.

BCN maintains the fiscal capacity to manage large awards, routinely producing the full documentation required for reimbursement. This track record demonstrates that BCN has the expertise, fiscal strength, and compliance infrastructure to successfully implement this project.

Section 4 – Operational Feasibility

Immediately upon execution of the funding agreement for the LFUCG 2025 Nonprofit Capital Grant award (November 2025), BCN will solicit official bids for the HQ sewer line replacement project in compliance with BCN procurement policies. Given the award notification timeline, BCN plans to expedite the procurement process to find a qualified contractor. As soon as the bid is finalized, BCN will move ahead with construction using the chosen vendor.

The total cost of the sewer line replacement project is detailed in the attached bid from Frantz Building Services. If additional funding is required, BCN will utilize an existing line of credit with Truist Bank to complete the project while securing additional organizational or community support to cover any remaining costs.

Oversight of the project will be led by Jannette Baker, Vice President of Information Technology and Security, who will work closely with Jamie Cason, Facilities Maintenance Manager, and his full-time Facilities Maintenance Technician. Jannette will be responsible for bid review, contracting, and approvals, while Jamie and his team will manage daily on-site progress. Together, they will ensure the project stays on schedule, within budget, and complies with all LFUCG reporting and reimbursement requirements.

Based on the timeline of our recent renovations of both our HQ building and the PACE Center, BCN expects that the sewer line replacement will be successfully finished well before the April 30, 2027, expenditure deadline.

Section 5 – Cost Analysis

BCN has received multiple professional estimates and has selected Frantz Building Services for the HQ sewer line replacement project. The estimate includes all

necessary labor, materials, and construction costs required to complete the project in accordance with local building codes and accessibility standards.

The total estimated budget for the project is $5,340.00, as detailed in the attached bid from Frantz Building Services. This amount covers the entire cost of replacing the 40-foot deteriorated cast iron sewer line on the second floor of BCN's HQ building.

	Capital Expense	**Estimated Cost**	**Notes**	**Verified Cost Estimate**
HQ 2nd Floor Building	HQ 2nd Floor ADA Bathroom Cast Iron Replacement	$5,340.00	Replace 40' of cast iron plumbing with PVC pipe and fittings.	Frantz
	Total	**$5,340.00**		

Bluegrass Care Navigators	
2025 Organizational Budget	
Category	**Total Budget**
REVENUES	
Fundraising Income	$2,991,150.00
Grant Revnue	$651,673.00
Other Revenue	$539,017.00
Investment Income	$1,365,680.00
Net Patient Billings	$86,579,893.00
Total Revenues	$91,475,741.00
EXPENSES	
Personnel Expenses	$63,797,788.00
Taxes and Benefits	$12,859,032.00
Patient Services Expenses	$15,011,519.00
Administrative and General	$11,279,695.00
Program Expenses	$1,027,050.00
Fundraising Expenses	$293,955.00
Total Expenses	$91,310,007.00
Excess of Revenues Over Expenses	$165,734.00

ESTIMATE	#340
ESTIMATE DATE	Sep 18, 2025
EXPIRATION DATE	Oct 18, 2025
DEPOSIT DUE	$1,100.00

Jamie Cason
2409 Members Way
Lexington, KY 40504

(859) 509-5078
jcason@bgcarenav.org

CONTACT US

879 Shadeland Dr
Danville, KY 40422

(859) 927-8999
bluegrassconcretesolutions@gmail.com

ESTIMATE

Services	qty	unit price	amount
concrete pad (11x9)	1.0	$2,200.00	$2,200.00

1. Set forms
2. Prep area
3. Dowel in Rebar
4. 5" concrete pad
5. Pour 4000 psi concrete
6. Broom Finish
7. Cleanup area

Services subtotal: $2,200.00

Total **$2,200.00**

Deposit **$1,100.00**

Thank you for choosing Bluegrass Concrete Solutions. We thoroughly enjoyed doing the work and we look forward to coming back again soon.

BCN 50

C·WORTH SUPERSTORE

Quote

09/16/2025

Project:
Bluegrass Pace Walk-in Freezer

From:
C. Worth Inc.
Emanuel Rizzo
1403 Versailles Rd.
Lexington, KY 40504
(859)269-5964

Job Reference Number: 11524

Due to unprecedented times and the state of the global supply chain, this budgetary quote will be honored as noted on quote. Dependent on the lead time of the product(s) and/or unit(s) within this budgetary quote, final invoices may reflect more than the budgetary quote specifies. Changes in quotations may occur due to manufacture price increases, surcharges on product(s) and/or unit(s), surcharges on inbound ocean freight, domestic transportation increases and other factors affecting the global and domestic supply chain. C.Worth will inform the buyer of variations in quotation amount(s) at time of variation notice from the manufacture and will offer documentation(s) of proof if requested. Accepted quotes are binding once purchase order is submitted to manufacture(s).

QUOTE IS VALID FOR 30 DAYS ONLY

Item	Qty	Description	Sell	Sell Total
1	1 ea	**WALK-IN FREEZER**	$13,552.00	$13,552.00

7'-10" x 7'-10 1/8" x 7'-7" (Rectangular)Outdoor Freezer, with Floor
Interior Dim: 7'-2" x 7'-2 1/8" x 6'-11" (w x l x h)
Temperature: -10°F (95°F ambient)
Insulation: 4" thick AK-XPS4 extruded foam with R-values of R-29 for coolers and
R-32 for freezers with a 50 Year Thermal Warranty.
UL Classified Core Flame Spread 15, Smoke Rating less than 165.
Warranty: 15 Year Panel Warranty and 1 Year Parts Warranty
Finishes: Interior walls: 26 Ga. Stucco Embossed Acrylume
Exterior walls: 26 Ga. Stucco Embossed Acrylume
Interior ceiling: 26 Ga. Stucco Embossed Acrylume
Exterior ceiling: 26 Ga. Stucco Embossed Acrylume
Floor Type: Type F2-DT
Application: Pan Rolling Racks , Dunnage Racks
NSF Floor panel rated for 900 LBS/ SQ. FT.
Diamond tread plate .090" Integral - Not Reinforced
Door: (1) Standard 36" x 76" Left hinged flush door with brushed hardware.
Interior & Exterior finish: 26 Ga. Stucco Embossed Acrylume.

BCN 51

Item	Qty	Description	Sell	Sell Total
		Energy saving temperature regulating thermostat heater wire and heated relief vent. Heavy duty deadbolt handle latch with 1/4 turn inside release. Digital LED Thermometer with pilot light switch. 1807 11w, Vapor Proof, 120V. LED fixture. 82 Lumens /watt Angled face . Requires 115vac. 2.2 amps. With External Ramp 24" deep x 36" wide		
			ITEM TOTAL:	**$13,552.00**
2	1 ea	**OUTDOOR CONDENSING UNIT** (1) 2 HP Bohn DOE Compliant Outdoor Condensing Unit, 208-230/1/60, MCA 37.5 Amps, Low Temperature, Scroll, Air-cooled, R-448A, This refrigeration system is designed and certified for use in walkin freezer applications - AWEF3.14, 1 (8273 Btu/hr @ -10°F room temperature and 95°F ambient) 208-230/1/60, Low Profile Electric Defrost, 1 Fan Amps with Fixed Speed EC motor 1-year compressor and parts warranty from shipment date 30-day labor allowance in case of equipment failure at start up (1) Extended 4 year compressor WarrantyRefrigeration quoted Remote Pre-Assembled / Pre-wired with factory mounted components. Refrigeration excludes lines and Refrigerant	$9,460.00	$9,460.00
			ITEM TOTAL:	**$9,460.00**

Merchandise	$23,012.00
Tax 6%	$1,380.72
Total	$24,392.72

OWNER/CONTRACTOR RESPONSIBILITIES

Electrician

- Power from main supply panel to walk-in disconnects.
- Whip from disconnects to compressor
- Whip from compressor to evaporator
- 6 wire whip (braided wire) from Compressor to evaporator labeled or colored – required for freezer only, if applicable
- 120V electrical outlet inside of freezer for heat tape connections
- 120V electrical switch inside of cooler for evaporator disconnect
- Hang and install LED lights, connected to light switch located at door
- Electrical connection to Pressure Relief Port Heater (if applicable)

Plumber

- Provide access to drain outside of cooler

Contractor

- Roof penetration and/or wall penetration for refrigerant and drain lines (if applicable)
- Flashing for roof penetration for refrigeration lines
- Fire caulk wall openings, if required.
- Provide level surface for cooler/freezer installation. If poured pad, pad must be a minimum 3" larger than box on each side.
- Wall flashing for exterior boxes
- Flashing of membrane roof to wall of building for exterior boxes

Thank you for selecting C.Worth for a quote.

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: $24,392.72

dixon electric inc.

516 West Fourth Street • Lexington, Kentucky 40508 • 859-276-2575 • jim.milner@dixonelectric.com
Engineering • Commercial • Multi-Housing • Industrial • Healthcare • Traffic Signal • Powerline • Directional Boring • Excavation

September 25, 2025

Bluegrass Care Navigators
2409 Members Way
Lexington, KY 40504

Attn.: Mr. Jamie Cason

Re: Furnish and Install Electrical Power to Outdoor Walk In Freezer
2409 Members Way
Lexington, KY

Dear Jamie,

Our proposal is based on furnishing and installing (1) 50 Amp 2 pole 208 Volt circuit breaker in an existing panel, extending a 50 Amp 2 pole 208 Volt circuit from this panel to a new 60 Amp 2 pole 250 Volt non fused disconnect switch in a NEMA 3R enclosure on the exterior wall approximately 100 feet away from the panel to serve the walk in cooler.

We will run a new 20 Amp, 120 Volt circuit from the existing panel to the new walk-in freezer for the pre-installed lighting.

We have included furnishing both breakers for installation into this panel. We have included premium time labor to terminate these conductors and install the breakers in the panel during non-operating hours since the panel will need to be de-energized. All other work will be accomplished during straight time hours, i.e., 7 AM to 3:30 PM, Monday through Friday excluding holidays.

Connection to the walk-in cooler will be via liquid tight flexible conduit to single point connections on the freezer control panel.

We have included removing and re-installing the existing acoustical ceiling tiles between the new freezer location on the immediate exterior of the building and the panel. We will take care in doing this, however we have excluded any replacement tiles if they are damaged during this work.

Our base bid price for the above scope of electrical work is $3,690.00.

Jamie, please review and advise if you have any questions or if I can be of assistance to you. Thank you for the opportunity!

Best Regards,

Jim Milner

BCN 54

Project Estimator

859-276-2575 office
859-227-9800 cell

Payment terms are payments are due 30 days from progress billing invoices, no retainage

The above proposal is accepted:

Name and Title Date

Outlook

[EXTERNAL EMAIL]Interior painting bid

From William Hendron <williampaintsky@icloud.com>
Date Wed 9/24/2025 11:01 AM
To Jamie Cason <jcason@bgcarenav.org>

CAUTION: EXTERNAL EMAIL DO NOT click links or open attachments unless you recognize the sender and know the content to be safe.

Sent from my iPhone
Custom Work of KY
Bill Hendron
134 Allen Douglas Dr.
Richmond, KY 40475
859-806-0183
#13750
9-24-25

Bluegrass pace care center
Jamie Cason
2409 Members Way
Lexington, Kentucky
859-509-5078

Work to be performed;
All walls in space will receive minor drywall repair throughout, including stress cracks.
The repairs will be sanded and primed, and then one complete coat of eggshell existing colors will be applied throughout.

All floors and furnishings will be protected with plastic and drop cloths.

The work will take place from 4 PM until 3 AM in the morning and each night. We will clean facility so it is ready for business than following morning.
The entire project will take 7 to 8 days to complete.

Cost for participant side $14,100.00
Cost for offices/employees side $6,300.00

The total cost of labor and materials is $20,400.00

Job site will remain clean at all times

There will be no money upfront, but balance is to be paid with in 14 days.

Authorized signature_____

Date of acceptance_____

FRANTZ 852 Floyd Drive • Lexington, Kentucky 40505 • Telephone (859) 233-1335 • FAX (859) 233-3627

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September 26, 2025

Bluegrass Care Navigators
2409 Members Way
Lexington, Ky 40504

Dear Jamie:

Scope:

- Retrofit 5 clinic exam room sinks to hands free faucets with foot pedal controls

Material & Labor $5,774.00

Note: Lead time on receiving faucets and foot pedals is 5-7 working days after ordering.

Thank you for the opportunity to quote. Should you have any further questions please call me. Please sign and date below if accepted.

Sincerely,

Ervin Manley
Estimator

Signature: _____ Date: _____

BCN 58

#1 Home Improvement Retailer

Pro Turfland 10PM 40502 W. Turfland 10PM 40502 Menu Quotes Lists James

... / Outdoors / Shade Structures / Gazebos / INMITOM Gazebos

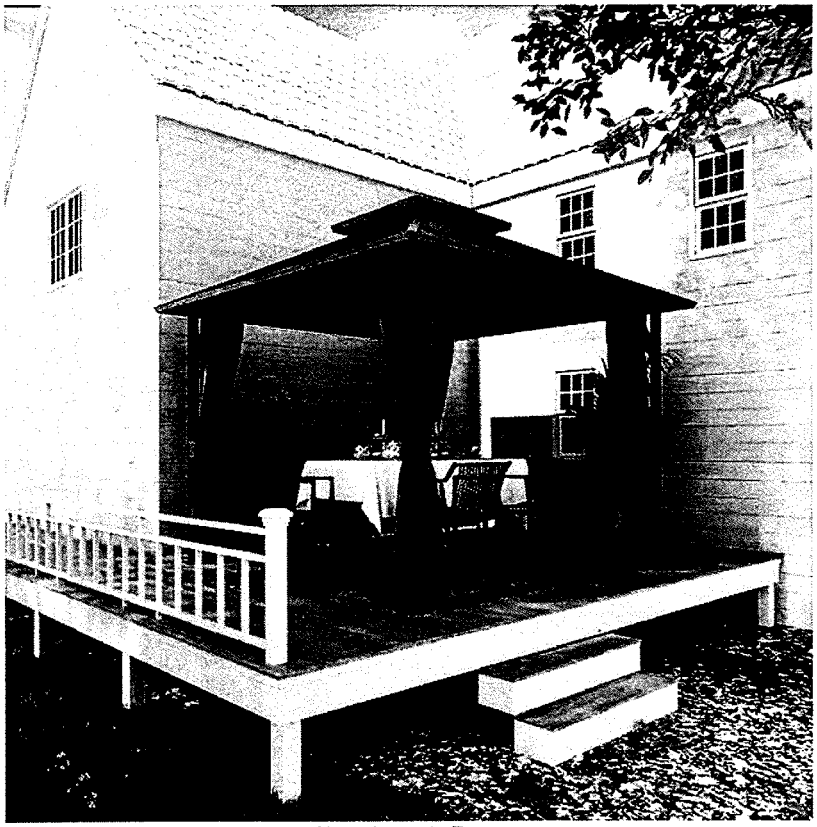
Internet # 330987473 Model # HD-A41 UPC Code # 658359925897

INMITOM

10 ft. x 10 ft. Aluminum Hardtop Gazebo with Double Galvanized Steel Roof, Netting and Curtains for Patio and Backyard

★★★★½ (14) Questions & Answers (19)

Feedback



Hover Image to Zoom

Share Print

Limit 10 per order

SPECIAL BUY $998.99 /foot Was $1,147.21 Save $148.22 (13%)

Pay $948.99 after $50 OFF your total qualifying purchase upon opening a new card.
Apply for a Pro Xtra Credit Card

- Rust-proof aluminum galvanized steel ensures durability

BCN 59

Model #: WB694855BKKD

Global Industrial™ 8' Outdoor Bench with Back, Vertical Steel Slat, Black

(1) | Questions & Answers (0)

PROMOTIONAL PRICE

$799.00

was $899.00

Save $100.00 (11%)

Shop All Steel Slat Benches with Back

Easy online or call-in returns.

Read return policy

Select Color

Product Description

✓ Pre-drilled mounting holes for surface mounting
✓ Perfect for outdoor grounds and parks
✓ Slatted design helps prevent

See More Details

Product Description

✓ Pre-drilled mounting holes for surface mounting
✓ Perfect for outdoor grounds and parks
✓ Slatted design helps prevent moisture buildup or standing water

The Global Industrial™ 8' Outdoor Bench with Back is a heavy-duty commercial bench that is ideal for schools, summer camps, or any outdoor environment requiring seating. Finished in outdoor powder coating, this 5/16" thick, heavy-duty steel durable bench can withstand even the harshest outdoor climates. Pre-drilled mounting holes allow the option to mount to any surface. 1-Year Limited Warranty.

BEN 40

This **Global Industrial Exclusive Brands™** product was made with you in mind. There were teams of associates behind how we designed, manufactured, and tested, this item. We always ask, "Can it be made better?" That led us to produce smarter, more reliable products, with greater attention to detail and no corners cut. Why choose Global Industrial? Because this product was Made for you. MADE TO EXCEED.™

Assembly instructions (1)

Assembly Instructions

Specifications

Weights & Dimensions

Length	96 in
Width	26 in
Height	31 in
Weight Capacity	600 lbs
Seat Length	94 in
Seat Width	17 in
Seat Height	17-1/2 in

Product Details

Assembly Required	Yes
Type	Backed Bench w/Arms
Frame Color Family	Black
Color	Black

Top Finish	Powder Coating
Material	Steel Slat
Frame Material	Steel
Mounting Style	Surface
Collection	Steel Slat Collection
Brand	Global Industrial

Warranty

Warranty	1 yr

Customer Also Viewed

Customer Also Purchased

Related Products

Related Items

outdoor bench steel | black outdoor steel benches | global industrial gray steel park bench | global industrial 8 ft park bench | ultrasite 6 ft armrest

BEN 62

BCN 03

BCN 64

FRANTZ 852 Floyd Drive • Lexington, Kentucky 40505 • Telephone (859) 233-1335 • FAX (859) 233-3627

FRANTZ

September 26, 2025

Bluegrass Care Navigators
1733 Harrodsburg Rd
Lexington, Ky 40504

Dear Jamie:

Scope:

- Replace approximately 40' of existing 3" cast iron pipe in ceiling on first floor from upstairs restroom to outside downstairs restroom in ceiling

Total $5,340.00

Note:

- Work must be performed on a Saturday and Sunday at premium time

Thank you for the opportunity to quote. Should you have any further questions please call me. Please sign and date below if accepted.

Sincerely,

Ervin Manley
Estimator

Signature: _____ Date: _____

BCN 05

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
COMMUNITY PROJECT AGREEMENT

THIS COMMUNITY PROJECT AGREEMENT ("Agreement") is made and entered into on the _____ day of _____ 202___, 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 BLUEGRASS COUNCIL OF THE BLIND, INC., a Kentucky nonprofit corporation ("Organization"), with offices located at 2265 HARRODSBURG RD, SUITE 102, LEXINGTON, KENTUCKY 4050R.

W I T N E S S E T H

WHEREAS, the Organization is a 501(c)(3) nonprofit organization, as defined by the Internal Revenue Code, that owns the property (or properties) located 2265 HARRODSBURG RD, SUITE 102, 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 Thirty-Six Thousand, Three Hundred and Twenty Dollars ($36,320.00) ("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) Accessibility Project	1) $24,335.00	1) FACILITIES IMPROVEMENT
2) Plumbing Project	2) $11,985.00	2) FACILITIES IMPROVEMENT

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:
Theresa Thomas
Bluegrass Council Of The Blind, Inc.
2265 Harrodsburg Rd, Suite 102
Lexington, KY 40504

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.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

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, Mayor

ATTEST:

_____
Clerk of the Urban County Council

BLUEGRASS COUNCIL OF THE BLIND, INC.

BY: _____
THERESA THOMAS, Executive Director

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this the _____ day of _____, 202___, by _____, a Kentucky nonprofit organization.

My commission expires: _____

Commission number: _____

_____
Notary Public, State-at-Large, Kentucky

EXHIBIT A

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

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, THERESA THOMAS, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is THERESA THOMAS and he/she is the individual submitting the proposal or is the authorized representative of BLUEGRASS COUNCIL OF THE BLIND, 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."

Continued on next page

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

Further, Affiant sayeth naught.

Theresa Thomas

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Theresa Thomas on this the 10th day of October, 2025.

My Commission expires: RYANN SAMS
Notary Public
Commonwealth of Kentucky
Commission Number KYNP80391
My Commission Expires Nov 25, 2027

Ryann Sams
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Section 503 of the Rehabilitation Act of 1973 states:

  The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

****

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

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

Thomas Thomas BLUEGRASS COUNCIL OF THE BLIND

Signature *Name of Business*

Firm Submitting Proposal: BLUEGRASS COUNCIL OF THE BLIND, INC

Complete Address: 2265 HARRODSBURG Rd. #102, LEXINGTON, KY 40504
Street City Zip

Contact Name: THERESA THOMAS Title: EXECUTIVE DIRECTOR

Telephone Number: 859-259-1834 Fax Number: —

Email address: THERESA@BCBKY.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, safely 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.

Theresa Thomas

Signature

10-7-25

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.

00548704

EXHIBIT B

Response to Request for Proposal

Bluegrass Council of the Blind, Inc.

Accessibility Project

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

BCB is proud to submit this proposal in alignment with the requirements of this opportunity. Located in the 40504-zip code, our office is positioned within reach of historically marginalized neighborhoods where the need for disability resources is greatest. Located on the Lex Tran route, the strategic location of our office is easily accessible to clients who rely on public transportation and allows us to remove critical barriers to access while focusing our efforts where they are most urgently needed. Our organization is in good standing with the Kentucky Secretary of State and is proud to hold the 2025 Candid Platinum Seal of Transparency, reflecting our steadfast commitment to accountability, integrity, and impact. We affirm that no funds will be used to promote or teach religion, and we agree to comply with all applicable local, state, and federal laws.

About BCB:

The mission of Bluegrass Council of the Blind (BCB) is to increase independence, security and quality of life for Kentuckians affected by vision loss through peer support, technology, training and additional resources.

The Bluegrass Council of the Blind (BCB) is the only nonprofit exclusively serving the needs of adults who are blind or visually impaired in Central Kentucky; services and devices provided by BCB are offered at no charge to the client. BCB primarily serves the 8,900 visually impaired adults in Lexington-Fayette Co., comprising 66% of our base; the remaining include caregivers, service providers in that area, and a smaller number of individuals with vision loss in surrounding counties, making

100% of our efforts benefit people with vision impairment. BCB assists people with vision loss to live meaningful, vibrant, healthy lives as active community members. We continue working to reach the most underserved demographics and bridge the gap between resources and social equality for all. We are active in access and inclusion initiatives with the city of Lexington, offering feedback and advocating for those with disabilities regarding city-wide policy on transportation, housing, and public safety. We are active with the Statewide Health Improvement Plan to embed disability equity into the state's broader health access and equality agenda.

About Our Clients:

Our client population faces compounded barriers to health access and social equality due to their vision status, which often co-exists with other disabilities that further compound the barriers caused by age, race, income, ethnicity, and their geographical location. 100% of our services benefit those with a disability and more than 60% are in poverty. 75% of our client base is over the age of 55. We do not require these disclosures as a requirement for service: it is our belief that these statistics would be considerably higher if all clients reported all categories of their data.

Vision loss is not just a medical condition, it is a catalyst for compounding social, emotional, and economic challenges. The CDC identifies significant risks linked to vision impairment, including higher rates of depression, falls, cognitive decline, and even premature death. The inability to drive, read, manage finances, or safely navigate new environments strips individuals of their independence and too often results in isolation and withdrawal from community life.

The economic burden is equally stark. The National Federation of the Blind reports that over 70% of people with vision impairment are unemployed, with many living in persistent poverty. This lack of economic opportunity, combined with diminished quality of life, underscores the urgent need for accessible services, community supports, and pathways to independence.

About Our Programs: Peer Support

Our Peer Support program provides a lifeline for those navigating the challenges of vision loss by offering mentoring, emotional support, and regular gatherings that foster connection and resilience. These opportunities not only help participants cope with the emotional impact of vision impairment but also equip them with tools and strategies to overcome the socioeconomic barriers that so often accompany it. Time and again, clients report improved confidence, stronger problem-solving skills, and a renewed sense of hope as they share techniques, exchange ideas, and connect with others who truly understand their experience. Importantly, the program extends beyond individuals with vision loss to include their families, caregivers, educators, and healthcare professionals, creating a network of support that strengthens both individuals and the community as a whole. Core offerings of our Peer Support program include:

Lunch and Learn Meetings combine a shared meal with structured programs that address critical topics related to independent living, health and wellness, community engagement, and self-sufficiency for people with vision loss. These sessions reduce isolation by bringing people together in a welcoming environment where learning is paired with social connection. Recent presentations have included mental health, Medicare updates, transportation options, music therapy, and the role of physical

strength in orientation and mobility: all topics that directly impact daily living and long-term well-being for our clients. By blending practical information with peer interaction, Lunch and Learn meetings empower participants with knowledge while also strengthening their sense of belonging in a supportive community.

Community Outings are designed to build independence by strengthening travel and mobility skills, boosting confidence, and encouraging active participation in community life. These experiences reduce isolation and lessen reliance on family members or caregivers, while also offering meaningful opportunities for social engagement. Outings have included visits to parks, restaurants, local organizations, and cooking classes, each carefully chosen to reinforce real-world skills and promote independence. At the same time, these outings create a broader ripple effect by educating businesses and community partners on accessibility and inclusion, giving them firsthand experience in welcoming and serving people who are visually impaired. This dual impact not only empowers participants but also advances community-wide understanding and acceptance of vision loss.

Peer Mentoring Groups provide vital support for individuals navigating the challenges of vision loss by connecting them with others who have firsthand experience. These twice-monthly meetings create a safe and encouraging space for participants to share personal struggles, gain practical advice, and build resilience through the insight of peers who understand their journey. Recognizing that vision loss impacts not only the individual but influences the way they experience the world around them, BCB also offers a quarterly Communication and Relationship Building Workshop that includes those with low or no vision and community members to learn how to more respectfully

offer and/or receive assistance, and dive into the questions from both sides that are often considered taboo. Together, these groups foster stronger networks of support, helping both individuals with vision loss, their families, and community professionals to adapt, grow, and thrive.

Food Distribution Our partnership with The Lexington Mobile Market and God's Pantry addresses multiple barriers to food access for people with vision loss, offering a "hand-up" that promotes accessibility, autonomy, community, and dignity. Launched in July 2024, this program has already transformed the food security of our clients. Participants receive a monthly stipend from BCB, along with the support of trained volunteers who serve as personal navigators, helping clients locate items, describe ingredients, read prices and portion sizes, and make informed choices that fit within their budget. This personalized support allows individuals to make healthier and educated choices while maintaining full autonomy in their shopping experience, a critical factor in preserving dignity and independence.

Clients consistently share that the combination of autonomy, supplemental groceries, and one-on-one support has made a lasting impact on their monthly food security. Many also use their SNAP EBT or personal funds alongside their stipend, further stretching their resources and tailoring purchases to their families' needs. Demand has grown rapidly: attendance has increased by more than 58% since the program began, prompting us to expand the service to schedule clients between two shopping days per month. This intentional adjustment reduces stress, ensures adequate volunteer support, and allows participants to fully benefit from the program.

The results are clear: clients report greater confidence in managing their food budgets,

reduced stress around meal preparation, improved nutrition, and a stronger sense of independence. Homebound individuals in Fayette County also benefit, with BCB delivering food distribution items directly to their doors, ensuring no one is left behind.

The Mobile Market has quickly become one of BCB's most valued services, not only strengthening food security but also reducing isolation and increasing participation in community life. Through this partnership, God's Pantry can stretch its resources further into the community, multiplying the impact of every dollar invested. The outcome is a sustainable, dignity-centered model that supports independence, strengthens health, and improves quality of life for people who are blind or visually impaired.

About Our Programs: Assistive Technology & Training Program

BCB's Assistive Technology & Training (ATT) Program equips people with low or no vision to live independently, safely, and confidently. Through individualized coaching and group workshops, our expert ATT staff provide hands-on training, device demonstrations, lending and distribution of assistive tools, and practical strategies that help clients manage daily tasks, maintain their health, and care for themselves and their families.

What makes this program truly distinctive is that 83% of our staff and 80% of our board are blind or visually impaired. Clients learn from professionals who not only have technical expertise but also lived experience: people who have navigated the same challenges and found solutions. This peer-driven approach builds trust, breaks down barriers, and inspires clients to achieve greater independence through education, encouragement, and shared success.

Our ATT program distributes devices and provides services at no cost to our clients. Examples of assistive technology items regularly distributed include:

- ***Talking health monitors***: enable clients to independently track and manage personal health conditions for increased independence and safety at home.
- ***Smart digital assistants*** (e.g., Amazon Echo): empower individuals to use voice commands to check the weather, read books aloud, stay in contact with family and friends, follow recipes for safe cooking, and more.
- ***Accessible communication devices*** (Android tablets, iPad minis, etc.) providing tools to access printed materials, identify currency, and scan product barcodes for everyday independence.
- ***Low-tech essentials***: practical, affordable tools such as 20/20 pens (bold, non-bleeding lines), handheld magnifiers, bump dots for tactile appliance navigation, large-print calendars for managing appointments, and adaptive kitchen safety items like high-contrast cutting boards and talking food thermometers.

Together, these tools transform everyday life for people with vision loss supporting them in monitoring their health with talking devices, preparing meals safely with adaptive kitchen tools, managing finances and daily tasks with accessible communication technology, and maintaining meaningful connections through digital assistants and low-tech solutions alike. Each device, whether high-tech or simple, plays a vital role in preserving independence and dignity, but the need is great.

Conclusion:

The number of adults in Lexington-Fayette County affected by vision loss is rising rapidly, creating an urgent need for resources that promote independence, safety, and

quality of life. Without access to support, many residents face preventable isolation, unsafe living conditions, and barriers to managing their health, mobility, and daily activities. BCB is the only local source collectively providing these essential services and adaptive devices at no cost, making our organization a true lifeline for individuals navigating the challenges of vision impairment. By offering peer support, technology training, and practical resources, BCB ensures that residents of Lexington - Fayette County can remain active, connected, and independent members of their community.

SECTION 2: Demonstrated Need

Doors to Independence: The cornerstone of our capital accessibility project is the installation of handicap-accessible door openers at both the entrance and exits of the main entrance of our building and the entry to our primary office. This project directly strengthens our capacity to fulfill our mission of increasing independence, security, and quality of life for Kentuckians affected by vision loss.

Beyond vision impairment, our clients often face additional disabilities, especially related to mobility, with more than 75% over the age of 55. For these individuals, something as simple as opening a door can create a profound barrier. Currently, the door to our main office is remarkably heavy, often requiring assistance to open. This dependency directly undermines the independence and dignity we strive to promote. Accessible doors are not a luxury: they are essential for allowing our clients to enter and exit our space freely, safely, and confidently.

From a compliance standpoint, the addition of accessible doors will bring our facility up to current building codes and ADA accessibility standards. This upgrade not only ensures we are meeting legal requirements but also demonstrates our commitment to

modeling inclusion and equity in practice. With accessible doors, clients will no longer need to wait for assistance or feel dependent on others simply to enter or exit our building. This independence sets the tone for the services they receive inside (technology training, peer support, and advocacy) all centered on helping them live meaningful, self-sufficient lives.

Restoring Contrast and Restoring Confidence:

For individuals with vision impairment, independence often depends on subtle environmental cues that many sighted people take for granted. One of the most effective accessibility strategies is the use of high-contrast design, which allows those with low vision to better distinguish objects, doorways, and pathways. At the Bluegrass Council of the Blind (BCB), we have intentionally designed our office and meeting spaces with accessibility in mind, installing black carpet against white furniture and white walls with dark trim. These contrasts create clear visual boundaries that make it easier for clients to safely and independently navigate our spaces.

However, when paint, drywall, or baseboards are damaged or missing, these essential contrast lines are interrupted. For our clients who rely on contrast to orient themselves, even small inconsistencies can cause disorientation, confusion, or increased risk of falls. Repairing and maintaining these finishes is not merely a matter of aesthetics, but rather a critical accessibility measure that ensures clients can move confidently and securely through our facility.

By restoring and maintaining consistent high-contrast features, we reinforce the dignity and autonomy of every individual we serve. These improvements extend beyond physical safety; they communicate respect and intentionality, showing our clients that

our environment is designed with their needs at the center. In this way, each repaired baseboard, each freshly painted line, becomes more than a visual aid, it becomes part of the foundation for independence, security, and inclusion that defines our mission.

Removing Barriers with Directory Access:

Clear, accessible signage is a vital accessibility feature for individuals with vision loss and those who assist them. Many people with vision impairment use smart technology for wayfinding, which includes reading signs. Adding the Bluegrass Council of the Blind to the building directory at the elevator ensures that our clients, visitors, and partners can independently locate our office and community room without additional confusion. For people with low vision, unfamiliar environments can present unnecessary stress and disorientation. Having BCB clearly listed in the central building directory affirms both wayfinding and independence from the moment a client enters the building.

From a practical standpoint, the addition of directory signage is a modest investment with a meaningful impact. It supports safety, efficiency, and professionalism while reinforcing our commitment to full accessibility. For our clients, this improvement means confidence and autonomy. For our organization, it ensures that our facility is aligned with our mission, modeling the standards of accessibility we advocate for.

Practical improvements for Inclusive Spaces:

The installation of a custom sliding barn door partition in our community meeting room will provide a critical improvement to the functionality of our space. This barrier is designed to reduce noise from the entry area, allowing clients to hear speakers and engage in discussions without distraction from check-ins or hallway conversations. For individuals with vision loss, hearing is often the primary way to process and absorb

information; reducing background noise is essential to ensuring full participation. By enhancing the acoustics of our community room, we create an environment where learning, support, and peer connection can thrive.

Equally important is the renovation of our main office closet. This space, formerly a poorly finished restroom, has long been inadequate for safe and efficient storage. The addition of sturdy built-in shelving will transform the closet into a practical, organized area for housing our technology, essential supplies, and outreach materials. This upgrade is about safeguarding the tools and resources that enable us to serve more than 8,900 Lexington/Fayette County residents with vision loss. The finish will feature a smooth, light-colored paint, creating contrast that makes cords, equipment, and devices more visible and manageable for our staff, 83% of whom are blind or visually impaired. This thoughtful design will reduce the likelihood of dropping or damaging equipment, while also ensuring that employees can independently access and manage the tools they need to perform their work.

Together, these improvements reflect our intentional approach to accessibility in every detail. They strengthen our capacity to deliver services, reinforce independence for clients and staff alike, and ensure that our facility is as functional and inclusive as the mission we serve.

Conclusion

These capital improvements represent far more than facility upgrades. Each element directly advances our mission to increase independence, security, and quality of life for clients affected by vision loss. By removing barriers at the door, improving navigation through contrast and signage, reducing auditory distractions, and ensuring safe,

organized storage of critical technology and resources, we are building an environment that reflects the same values we strive to instill in our clients: independence, dignity, and full participation.

All aspects of this project are designed to meet or exceed required local codes, health, and safety standards. Where the current facility falls short, these improvements will remedy any code infractions or notices, ensuring that our building is both fully compliant and fully accessible.

The current limitations of our facility compromise our ability to embody the independence and safety we encourage in those we serve. This project remedies those gaps, ensuring that our building itself models accessibility and inclusion at every level. These improvements will empower our clients to enter, learn, and connect without barriers, while also supporting our staff as they deliver the peer support, technology, training, and advocacy that define our work. In summary, this project ensures that our physical space matches our mission: a place where people with vision loss can not only receive services but also experience the independence, security, and quality of life that the Bluegrass Council of the Blind exists to promote.

SECTION 3: Applicant Capacity for Project

The Bluegrass Council of the Blind (BCB) has a proven record of managing capital projects and compliance-driven programs with excellence. We have successfully executed a previous capital grant (2022) and multiple ESR grants (2015-present) through LFUCG, all of which were implemented on time, within budget, and in full compliance with reporting requirements. Our strong performance history is reflected not only in the careful management of grant funds, but also in the measurable outcomes

these investments generate for our clients and organization. The grants we have received have produced a high return on investment, enabling individuals with vision loss to live more securely, participate more fully in community life, and reduce reliance on costly emergency or long-term care services. The dual impact of sound financial stewardship paired with transformative client outcomes underscores BCB's capacity to carry out this capital project with the same integrity and effectiveness.

BCB's fiscal capacity and organizational infrastructure are fully equipped to support this project under the outlined reimbursement model. The agency maintains rigorous financial oversight through an experienced finance team, active board-level fiscal review, and independent annual audits. Our data management system ensures that all grant-required data are captured accurately and reported promptly, giving funders confidence in both accountability and impact.

Equally important, BCB staff bring extensive experience in grant management, compliance, and program implementation:

Executive Director Theresa Thomas has more than 13 years of experience managing grants for BCB, during which she has grown the organization's operating budget from $69,000 in 2012 to more than $300,000 projected for the 2026 fiscal year. This growth is a direct reflection of her meticulous attention to financial detail, her ability to cultivate strong relationships with Grantmakers and community partners, and her commitment to fiscal responsibility. Under her leadership, BCB has consistently secured competitive funding, maintained compliance with grant requirements, and built the financial stability necessary to support long-term programming. Theresa's stewardship has positioned BCB as a trusted partner with a reputation for transparency, accountability, and effective

use of resources. Her leadership ensures that every dollar invested in BCB is maximized to deliver measurable impact for Fayette County residents affected by vision loss.

Deputy Director Jackie Johnson brings extensive experience in project management, grant writing and managing compliance for multi-million-dollar federal grants, state Medicaid contracts, and local funding partnerships. Through her previous employer, she successfully developed and implemented comprehensive data collection and reporting systems tailored to meet each contract's complex requirements, ensuring accurate monthly, quarterly, and annual submissions. In addition, she led state and federal audits that verified the team's efforts with full compliance, safeguarding continued funding for critical programs. There were zero audit findings and zero complaints against the organization in her tenure. Since joining BCB in April 2024, Jackie has applied this expertise to strengthen the organization's grant data and reporting processes, resulting in greater efficiency, accuracy, and performance. Her skill in aligning reporting with compliance standards ensures that BCB remains a reliable steward for public and private funding while maximizing its impact for the community.

This expertise, combined with our strong infrastructure and proven track record, ensures that this project will be delivered with the same precision and accountability that has defined our past LFUCG partnerships. The staff at BCB has the availability, expertise, and enthusiasm to successfully execute this project.

SECTION 4: Operational Feasibility

Project Timeline

Bluegrass Council of the Blind (BCB) understands that all funds from this grant need to be expended by April 30, 2027. BCB has established a realistic and achievable timeline to ensure the successful completion of all building improvements well before the April 30, 2027, expenditure deadline. Upon notice of award, we will immediately engage our landlord and licensed contractors to finalize bids and establish work schedules. Milestones will include:

- ***Initial Phase (0–3 months post-award):*** Secure contractors and scheduling for each component of he project, to align with availability and schedule of affected areas to minimize client impact.
- ***Midpoint Phase (4–12 months):*** Begin staged implementation of high-impact improvements such as ADA door openers and directory signage. These items will be prioritized to quickly improve accessibility while longer-lead projects (e.g., barn door partition and shelving) move into fabrication.
- ***Final Phase (12–18 months):*** Completion of drywall and paint repair, installation of shelving, and finishing work to bring all spaces into full compliance with accessibility, safety, and building standards.
- ***Close-Out Phase (before April 2027):*** Conduct quality assurance, confirm all improvements meet code requirements, and provide expenditure and outcome documentation to LFUCG.

This milestone-driven approach ensures timely and efficient use of grant funds, minimizes disruption to client services, and guarantees full compliance and accountability.

Project Team: The BCB project team consists of two BCB employees, Theresa Thomas and Jackie Johnson, who will serve as the Project Manager.

No additional support or funding is anticipated as part of this project.

BCB's current lease agreement (attachment) runs through March 31, 2029 and outlines 3.5 years remaining in our tenancy (p.2). Under the terms of the agreement, all leasehold upkeep improvements are made at the sole cost and expense of the tenant (p.5, 6-7). Additionally, all maintenance and repair of the interior space are the responsibility of BCB, including plumbing fixtures, lighting, plate glass, doors, walls, ceilings, floors, door locks, and all other improvements. This agreement ensures that investments made through this project are truly necessary, fully aligned with our lease obligations, and directly benefit the long-term usability, safety, and accessibility of our space.

The improvements included in this project will make the space more functional, safe, and accessible for our clients and staff, positioning BCB to continue operations in this location well beyond the current lease term. By investing in these upgrades, we are extending the usability of our facilities and avoiding the significant financial and logistical burden of relocating to allow more of our resources to remain focused on providing services.

SECTION 5: Cost Analysis and Attachments

Budget Narrative *(Cost proposal is attached)*

Handicapped-Accessible Doors **- $17050**

- BCB Main Office Door: Buttons on inside and outside, with all necessary electric, set at 42" high for ADA compliance

- Building back door: Buttons inside and outside set at 42" high for ADA compliance, outdoor bollard to house exterior button to allow clearance for door to open, includes all electric and exterior door replacement

Main Office Closet -Shelving **$2260**

Remove existing shelving/cabinet

Repaint to match

Install new cabinets made of solid wood that run from floor to ceiling (87" vertical space), with the 45 degree angle in the corner closed off to avoid drops.

- Shelf depth: 15"
- Left hand wall dimensions 72"-long
- Back wall 73.5" long
- Shelves spaced at 23" from floor, 18", 18", then 28" from ceiling
- All shelving to be painted to avoid rough edges

Main Office Repairs – (Included in Paint and Drywall Expense- $1250), Vinyl Baseboard Repair/replacement **- $200**

Outlet over kitchen microwave: replace up to code

Replace caulk in areas that have voids

Repair/Replace baseboards that are disconnected or missing

Re-paint/touch up doors and trim

Drywall and paint touch up as needed.

Directory Signs for Elevator Directory **- $350**

- Switzer to order and install from Sign-O-Rama to ensure consistency with existing

Community Room Repairs – (Included in Paint and Drywall Expense- $1250),

Outlet above sink-attach properly/replace if needed

Repaint the wall that runs behind the sink to the door for consistency.

Bulkhead drywall installed to cover current void, exposing insulation and structural mechanics. Re-painted to match existing wall.

***Barn Door Partition*- $3225**

Add a sliding barn door between the entry and meeting rooms. (custom 48"x74" opening) Door mechanics to be on meeting room side; painted in the same wall color as sink wall. Wall paint touched up as needed.

Project Budget

Item	**Line Item Total**
Rear Door Replacement	$5370
Electric Installation for ADA Doors/Electrical Repairs	$2680
ADA Controls	$9000
Paint/Drywall	$1250
Vinyl Baseboard Replacement/Repair	$200
Directory Signage	$350
Sliding Barn Door/Built to Fit	$3225
Built-in Shelving	$2260
Total Expenses	**$24335**

Attachment: Accessibility Cost Proposal

Switzer Management LLC

811 Corporate Drive, Suite 105
Lexington, Ky 40503

DATE: 9/19/2025

Quote To:
Bluegrass Council Of The Blind
ATTN:
2265 Harrodsburg Rd STE:102
Lexington, KY. 40504

DESCRIPTION	AMOUNT
Rear Door Replacement	5370
ADA Controls	9000
Paint & Drywall	1250
Sliding Barn Door	3225
Shelving	2260
Directory Signage	350
Vynil Base Repairs	200
Electric Installation For ADA Doors / Electrical Repairs	2,680.00
TOTAL	24,335.00

Make all checks payable to Switzer Management LLC

Attachment: Organizational Budget

Bluegrass Council of the Blind, Inc.
Operating Budget FYE 2026

	AT	PS	Total Programs	Total Organization
Revenue				
Direct Public Support-Donations	Did not	breakout	income	$ 53,000
Grants				217,100
Other Income Sources				45,000
Total Revenue				315,100
Expenditures				
Personnel Expense	$ 84,202	$ 70,733	$ 154,935	208,336
Office Expense	13,396	26,443	39,839	44,188
Materials and Supplies	17,593	16,674	34,266	34,419
Fundraising Expense	-	-	-	2,300
Postage	25	25	50	1,875
Printing and Copying	125	125	250	2,250
Telephone and Computer System	4,625	4,625	9,249	11,077
Office Furniture and Equipment	153	154	306	457
Travel and Meetings	600	2,300	2,900	2,900
Other Expenses	1,075	1,383	2,458	5,796
Total Expenditures	$121,794	$ 122,460	$ 244,254	313,614
Net Operating Revenue				$ 1,486

Attachment: Lease Agreement

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 25th day of January, 2023, by and between **SWITZER FAMILY LTD - 2265**, whose address is 811 Corporate Drive, Lexington, Kentucky 40503 ("Landlord"), and **Bluegrass Council of the Blind, Inc.** whose address is 2265 Harrodsburg Road - Suite 102/103, Lexington, Ky 40504, ("Tenant");

WITNESSETH:

WHEREAS, Landlord owns an office building, located at 2265 Harrodsburg Road, Lexington, Fayette County, Kentucky ("Building");

WHEREAS, Tenant desires to lease from Landlord and Landlord desires to lease to Tenant, space in the Building upon the terms and conditions hereinafter set forth;

NOW THEREFORE, for and in consideration of the rents herein reserved, and the mutual covenants and promises herein contained, the parties agree as follows:

1. Demise of Premises.

(a) Landlord hereby lets, leases and demises to Tenant on the terms and conditions hereinafter set out approximately **3,120** rentable square feet on the first floor (**Suites 102-103**) of Building ("Demised Premises"). The Demised Premises are outlined in red on Exhibit "A", attached hereto and made a part hereof. Rental for the Demised Premises provided for in Paragraph 6 is based upon the aforesaid square footage contained therein plus a pro rata portion of the square footage contained in the Building's common areas.

(b) Tenant shall occupy and use the Demised Premises for professional offices and for no other use whatsoever. In occupying and using the Demised Premises for the aforesaid permitted use, Tenant shall not violate any applicable laws or regulations of any governmental authority.

2. Common Area Usage. Landlord grants Tenant, its customers, invitees, and licensees, together with and subject to the same right granted from time to time by Landlord to other tenants and occupants of the Building, the right as co-tenants to the reasonable use of all common and public areas of the Building as are designated as such and as may be modified by the Landlord from time to time. These areas shall include all common entrances to and exits from the Building, driveways, serviceways, crosswalks and sidewalks, hallways, stairways and common restroom facilities, except such of the foregoing as are designated for and restricted to the special uses and purposes by Landlord from time to time, which restrictions may not preclude or interfere with the purpose for which Tenant is using the Demised Premises.

3. Commencement and Length of Primary Term. The primary term of this Lease shall begin on the **1st day of April, 2023** ("Fixed Commencement Date") and shall end on the **31st day of March, 2029**, unless sooner terminated pursuant to the terms hereof.

4. Lease Year Defined. The term "lease year" as used herein shall mean a period of twelve (12) consecutive full calendar months beginning on the Fixed Commencement Date. Each succeeding lease year shall commence upon the anniversary date of the first lease year.

5. Renewal Terms.

(a) Tenant shall have and is hereby granted, subject to the other terms and conditions of this Paragraph 5, one renewal term of three years.

(b) At the expiration of the primary term or any renewal term, as the case may be, if Tenant is not in default under the terms hereof, then this Lease shall automatically renew for the next applicable renewal term provided for in Paragraph 5a, unless Tenant gives Landlord written notice of Tenant's election not to renew, which renewal shall be upon the same terms and conditions except the rent shall be as provided in Paragraph 6b. If Tenant elects not to renew, the aforementioned written notice shall be given via certified mail, return receipt requested, not less than ninety (90) days prior to the expiration of the primary term or applicable renewal term.

6. Rental and Late Charges.

(a) Rental Primary Term. Tenant shall pay Landlord as rental for the Demised Premises the sum of $43,200 for the first lease year of the primary term at the office of Landlord as may from time to time be designated by Landlord, in monthly installments of **$3,600 per month for the first three years and then each March a 2% increase per year starting on April 1, 2026 for the next three years ($3,672 - $3,745.44 - $3,820.35, per month)**, in advance, on the first day of each and every calendar month during the primary term.

(b) Rental Renewal Term(s). The annual rental for each renewal term(s) shall be as provided for in Exhibit "B", attached

hereto and made a part hereof.

(c) Late Charges. If during the primary term or any renewal term(s), any monthly rental installment is unpaid after the tenth day of the month in which it is due, then at Landlord's option Tenant shall pay as additional rental a service charge of $100.00 plus one and one half percent (1-1/2%) of said monthly rental installment. Notwithstanding any such service charge the rental provided for herein is due and payable on the first day of each and every calendar month during the primary term and any renewal term(s).

7. Tenant Services Provided by Landlord.

(a) During the primary term and any renewal term, Landlord agrees to provide or furnish the following Tenant services:

i. Janitorial and trash removal services for the common areas of the Building and grounds.

ii. Maintain the common areas of the Building, the grounds, the sidewalks adjoining the Building, and the parking lot in a reasonably good, neat, orderly, sanitary, and safe condition. Such maintenance shall specifically include, but not be limited to, the elevators, repairs to the heating and air-conditioning equipment, electrical and plumbing equipment of the common areas, painting, wallpapering and carpeting of the common areas, and repairs to the parking lot, including resealing and restripping.

iii. All necessary utilities, including, but not limited to, gas, electrical, water and sewage for the Building, including the Demised Premises.

iv. Pest control services to the Building, excluding

the Demised Premises, if necessary.

v. Building management services.

(b) Landlord shall have no responsibility or liability for failure to provide or furnish the aforesaid Tenant services if such failure is due to strikes, acts of God, war or insurrection, or any other reason beyond the reasonable control of Landlord. Landlord also reserves the right to temporarily suspend any of said Tenant services at any time when necessary by reason of accident or for repairs, alterations or improvements necessary in the reasonable judgment of the Landlord. Landlord shall act with due diligence to restore any Tenant service temporarily suspended as aforesaid.

8. Removal of Leasehold Improvements. All initial leasehold improvements, alterations or other leasehold improvements shall be the sole property of Landlord and shall not be removed by Tenant upon the termination of this Lease, except as may be otherwise provided in writing (refrigerator, microwave & microwave cart Tenant installs will leave with Tenant), signed by both Landlord and Tenant.

9. Alterations. Tenant will renovate Demised Premises and will provide a sketch showing the work to be performed. Any such approved alterations or leasehold improvements shall be made at the sole cost and expense of Tenant.

10. Liens. Tenant shall keep the Building and Demised Premises free from any liens arising from any labor performed by or on behalf of, or materials furnished to, Tenant in connection with Tenant's construction of the initial leasehold improvements or

Tenant's making any other approved alterations or leasehold improvements in accordance with the terms and conditions of this Lease, or other obligations incident to Tenant's use or occupancy of the Demised Premises. If any such lien attaches and the same is not released by payment, bond or otherwise within twenty (20) days after Landlord notifies Tenant thereof, Landlord shall have the option and right to discharge the same, and Tenant shall reimburse Landlord promptly therefor. Nothing herein contained (a) shall be deemed to deny Tenant the right to contest the validity of any such lien, or (b) shall be construed as a consent by Landlord to Tenant to make any alteration, improvement, installation or addition so as to give rise to any right to any laborer or materialman to file any mechanic's lien or any notice thereof, or any other lien purporting to affect Landlord's property.

11. The Building. Tenant acknowledges that Tenant has examined the plans and/or the Demised Premises and accepts the Building, common areas and equipment on or in the Demised Premises as submitted.

12. Maintenance and Repair. Except as stated below it shall be the obligation of Tenant, at Tenant's expense, to make all repairs, replacements and maintenance to the interior of the Demised Premises, including, but not limited to, the heating and air conditioning controls (thermostats) equipment servicing the Demised Premises, plumbing fixtures, lighting (inclusive of bulb or tube replacement), plate glass, doors, walls (including paint or wall coverings), ceilings, floor coverings, door locks, and all

other improvements to the Demised Premises. Tenant not responsible for any replacement or repair costs associate with the HVAC equipment on the roof. Tenant has a maximum of $1000 per calendar year toward HVAC repairs (not false alarms. Tenant agrees to at all times keep the interior of the Demised Premises in a good state of repair and maintenance.

13. Care and Surrender of Demised Premises. Tenant shall not commit any waste or engage in any act or practice in or about the Demised Premises which might cause injury or damage to any person or property, including the Demised Premises. Upon termination of this Lease, Tenant shall surrender possession of the Demised Premises, without notice, in as good condition as at the commencement of this Lease, reasonable wear and tear and casualty beyond the control of Tenant being the exception.

14. Quiet Possession. Landlord covenants with Tenant to keep tenant in quiet possession of the Demised Premises during the term hereof and any renewal term, provided Tenant keeps and performs all of the covenants, agreements and undertakings to be kept and performed by Tenant.

15. Rules and Regulations. Tenant, its servants, employees, agents, visitors and licensees, shall faithfully observe and strictly comply with the "Building Rules and Regulations" set forth in Exhibit "C", attached hereto and made a part hereof. Tenant agrees to abide by any and all future reasonable rules and regulations governing the Building and the use of any of the common areas thereof, including use of the parking lot. Tenant further agrees to be liable and responsible for any damages or

abuse to said common area facilities by its employees, agents, customers, invitees, or licensees. All future rules and regulations adopted by Landlord shall be reasonable and shall not unreasonably affect the conduct of Tenant's business.

16. Signs. Tenant will not erect any signs on the Building, doors, windows, improvements, grounds or common areas without the prior written consent of the Landlord, which consent Landlord can withhold in Landlord's sole discretion. Tenant agrees to pay for any lettering on signage provided and owned by Landlord.

17. Liability Insurance.

(a) Tenant agrees to indemnify, compensate and save and hold the Landlord harmless from any and all claims, damages and/or liability whatsoever resulting from and/or arising out of injury to and/or death of any person and/or damage and/or destruction of any property unless due to fault of the Landlord. Tenant shall, at its sole cost and expense, carry public liability and property damage insurance in an insurance company satisfactory to Landlord with combined single limits of not less than $1,000,000.00 bodily injury and property damage coverage. Said policy shall insure against all accidents and injuries to persons or property in or about the Demised Premises. Landlord shall be named as an additional insured on said policies (without charge) and a certified copy issued to the Landlord.

(b) Tenant shall also, at its sole cost and expense, carry casualty, vandalism and malicious mischief insurance upon the Demised Premises and fire and extended coverage on its personal property, in the full insurable amount.

18. Fire and Casualty Insurance.

(a) Landlord shall obtain and procure a policy of insurance insuring the Building (building only; no personal property of Tenant included), against the risks of fire and extended coverage from an insurance company to be selected by Landlord in an amount to be determined by Landlord.

(b) The fire and extended coverage insurance policy carried by Landlord shall contain an appropriate endorsement providing that the insurer issuing said policy shall waive any claim it may acquire against the Tenant and/or Landlord by subrogation or otherwise, for any amount or amounts said insurer will pay or be required to pay pursuant to said policy. Such policy shall also contain a rent loss endorsement as mentioned in Paragraph 21.

(c) It is acknowledged and agreed by Lessee that the risk of loss for all contents and property belonging to Tenant shall be on the Tenant and Tenant shall purchase and maintain and pay for all property insurance coverage required and/or desired by Tenant. Tenant further expressly waives any and all claims against the Landlord for loss or damage due to fire, explosion, tornadoes, windstorm or rainstorm, or other casualty, calamity or act of God, regardless of the cause of such damage.

19. Taxes. Landlord will pay all real property taxes and assessments pertaining to the Building.

20. Destruction. If during the term of this Lease, the Demised Premises shall be damaged by fire or other casualty covered by Landlord's fire and extended coverage insurance, without the fault

of the Tenant, its servants, employees, customers, agents, visitors or licensees, the damages shall be repaired by, and at the expense of, the Landlord; and the Landlord shall repair the Demised Premises and put them in a tenantable state within a period of six (6) months. If Landlord finds that Landlord is unable to make such repairs within the six-month period, both the Landlord and the Tenant shall have the option to terminate this Lease at the expiration of said six-month period. Should the Tenant not be able to occupy and utilize the Demised Premises during said period of repair, then the monthly rentals shall be abated until the Demised Premises are restored, with the Landlord to be compensated through a "rent loss" rider to the fire and extended coverage insurance carried by Landlord.

21. Condemnation.

(a) If the whole, or substantially the whole, of the Building or Demised Premises shall be taken by virtue of eminent domain, or for any public or quasi-public improvement, then the term of this Lease shall terminate on the date of the vesting of title in such condemnation proceedings.

(b) In the event that less than the whole, or substantially the whole, of the Building or the Demised Premises is condemned or taken as set forth in Paragraph 22a, then this Lease shall remain in force and effect, provided, however, that if the taking shall so substantially interfere with the use of the Demised Premises as to render the continued operation thereof economically unfeasible as reasonably determined by Landlord, then Landlord (whether or not the Demised Premises may be affected)

may, at its option, terminate this Lease and the term and estate hereby granted as of the date of the taking of possession for such use and purchase by notifying Tenant in writing of such termination.

(c) Upon any such taking or condemnation and the continuing in force of this Lease as to any part of the Demised Premises, all rentals shall be diminished by an amount representing the part of the said rent properly allocable to the portion of the Demised Premises which may be so condemned or taken, and Landlord shall, at its expense, proceed with reasonable diligence to repair, alter and restore the remaining part of the Building and the Demised Premises to substantially its former condition, due allowances being made for the impact of such taking or condemnation.

(d) In such condemnation proceedings, Landlord shall be entitled to receive and retain entirely any award for damages for the land, Building and Demised Premises, and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease. Notwithstanding the foregoing, Tenant shall be entitled to assert in such condemnation proceedings a claim for an award representing the then value of the leasehold improvements made by Tenant at Tenant's expense.

22. Default.

(a) In the event (i) Tenant fails to pay when due any monthly installment of rent or any other payment provided herein, or (ii) Tenant fails to keep and perform any other covenant of this Lease and shall continue in default for a period of seven (7)

days after Landlord demands performance by giving written notice to Tenant of such default, or (iii) a voluntary or involuntary petition in bankruptcy is filed by Tenant or against Tenant, or (iv) Tenant shall make an assignment for the benefit of creditors, or (v) a receiver or trustee in bankruptcy shall be appointed in any suit or proceeding brought by or against Tenant, or (vi) the leasehold interest of Tenant shall be levied upon under any execution, then and in any of such events, Landlord, at Landlord's option may, in addition to any and all other remedies provided for herein or available at law or in equity, have the following remedies:

(1) Terminate this Lease with Tenant being obligated (a) to give up immediate possession of the Demised Premises, (b) pay all rentals due as of date of termination, (c) pay any and all other sums owed or due as of the termination date, (d) pay any and all other damages resulting from such default, including, without limitation, brokerage fees incurred upon reletting the Demised Premises and the reasonable cost incurred by Landlord in repairing, remodelling or altering the Demised Premises to make same suitable for a new Tenant.

(2) May reenter the Demised Premises and retake possession thereof without terminating this Lease and relet the Demised Premises for the account of Tenant, with the Tenant being liable for (a) the deficiency, if any, between Tenant's rental and the rental received by Landlord on any reletting, (b) any brokerage fees and the reasonable cost incurred by Landlord in repairing, remodelling or altering the Demised Premises to make same suitable for a new tenant, and (c) any and all other monies owed or damages resulting from such default. Tenant waives any claim Tenant may have to any rent obtained upon such reletting which may be in excess of the Rent required to be paid herein by Tenant.

(3) Perform such obligations (other than payment of Rent) on Tenant's behalf and charge the cost thereof to Tenant as additional Rent.

(4) The remedies provided for in subparagraph b of this paragraph 22.

(b) In addition to any statutory lien, but not in lieu thereof, Landlord shall have at all times a valid contractual lien and security interest for all rentals or other sums of money due or becoming due hereunder from Tenant upon all personal property of Tenant situated in the Demised Premises. Upon default by Tenant, Landlord may enter upon the Demised Premises and take possession of any and all personal property situated on the Demised Premises without liability for trespass or conversion and sell the same without notice of public or private sale, at which sale Landlord or his assignees may purchase such property.

(c) In the event of any act or omission by Landlord which would give the Tenant the right to terminate this Lease or to claim a partial or total eviction, Tenant will not exercise any such right until (a) Tenant has given Landlord written notice of such act or omission, (b) a reasonable period for remedying such act or omission shall have elapsed following the giving of such notice without the Landlord having commenced and continued to remedy such act or omission.

(d) In the event of any litigation arising out of enforcement of this Lease, the prevailing party in such litigation shall be entitled to recovery of all costs, including reasonable attorney's fees.

This Lease and the rights and obligations of the parties hereunder shall be construed in accordance with the internal substantive laws of the Commonwealth of Kentucky without regard to choice of law principles.

All parties to this Lease voluntarily and intentionally waive any right that they may have to a trial by jury in respect of any litigation arising from or connected with this Lease or any agreement made or contemplated to be made in connection with this Lease, or any course of dealing, course of conduct, statement or actions of any party in connection with this Lease. Furthermore, the parties agree that this section is a material inducement for Landlord to enter into this Lease.
Nothing in this paragraph 22 shall be construed as a Waiver of any of the Landlord's rights in connection with any bankruptcy or insolvency proceeding. All remedies herein provided for are cumulative and one is not in lieu of another.

23. Removal of Tenant's Property. If tenant neglects or refuses to remove all personal property belonging to Tenant from the Demised Premises immediately upon the termination or expiration of this Lease, Landlord may, at Landlord's option, remove same or any part thereof and store such property so removed without liability to Landlord for the loss thereof. Tenant will pay Landlord for any and all expenses incurred in removing and storing said effects, or Landlord may, at Landlord's option and without notice to Tenant, sell said effects or any of them for such price as Landlord deems best, and apply the proceeds of such sale to the payment of any amounts due Landlord from Tenant under this Lease, including the cost of removing, storing or selling said effects.

24. Assignment and Subletting. Tenant shall not have the right to assign this Lease or sublease the Demised Premises in whole or

in part without first obtaining the written consent of the Landlord, which consent Landlord can withhold in Landlord's sole discretion.

25. Priority of Lease.

(a) Landlord reserves the right to subject and subordinate this Lease to the lien of any mortgages now or hereafter placed upon Landlord's interest in the Building or in the Demised Premises, and, accordingly, Tenant shall execute and deliver such further instruments subjecting this Lease to the lien of any such mortgage as shall be required by any such mortgagee; provided, however, that any mortgagee shall agree that Tenant, performing Tenant's obligations hereunder, shall have quiet and peaceful possession of the Demised Premises pursuant to this Lease notwithstanding any default or breach of Landlord with reference to any such mortgage.

(b) In the event any person purchases or otherwise acquires any interest at any foreclosure sale and/or other proceedings under any such mortgage, that person shall continue this Lease in full force and effect in the same manner, and with like effect, as if such person had been named as Landlord, herein so long as Tenant is not in default under this lease, and Tenant hereby agrees to attorn to such person.

(c) Should Landlord, in connection with the mortgaging of the Demised Premises, execute a conditional assignment of rentals, Tenant shall execute an acceptance of such assignment, provided the assignment recognizes Tenant's rights hereunder.

(d) The term "mortgage" as used herein means any mortgage,

encumbrance, assignment, deed of trust or other transfer of the Demised Premises in whole or in part made as security for any indebtedness of Landlord; and the term "mortgagee" as used herein means any person to whom or for whose benefit any such mortgage of the Demised Premises has been made.

26. Estoppel Certificates. Tenant, from time to time at the request of Landlord, shall execute, acknowledge and deliver to Landlord a statement in writing certifying: (a) that this Lease is unmodified and in full force and effect (or if there has been any modification to the Lease that the Lease is in full force and effect as modified and stating the nature of the modification or modifications); and (b) that to the best of Tenant's knowledge, Landlord is not in default under this Lease (or if any such default exists the specific nature thereof and any amounts paid in advance by Tenant). It is expressly understood and agreed that any such statement delivered pursuant to this paragraph may be relied upon by (a) any prospective assignee, or any prospective purchaser of the Building, or (b) any mortgagee or lender (or prospective assignee of any mortgagee or lender) having as security the Building or any part thereof, or (c) any other third person having the right to rely on such statement.

27. Performance. Should Tenant fail to perform any covenant or condition required of Tenant, Landlord may perform same on behalf of Tenant, and if the performance thereof requires the expenditure of money, such expenditure by Landlord shall be considered as additional rent due and payable in the month following said expenditure by Landlord at the same time such month's rent is due

and payable.

28. Landlord's Right to Enter Upon Demised Premises. Landlord and/or Landlord's agents shall have the right to enter upon the Demised Premises, or any part thereof, at any and all reasonable times for the purpose of examining same or making repairs and maintenance required of Landlord hereunder. Tenant also agrees to permit Landlord and/or Landlord's agents to show the Demised Premises for the purposes of renting same, and to permit Landlord to place notices or signs on the Demised Premises offering the Demised Premises for rent within the last 120 days of the end of the primary term or renewal term as the case may be.

29. Waiver of Subrogation. The parties release each other and their respective agents, employees, customers, invitees and licensees from any claims of whatsoever kind and nature for damage to any person or to the Demised Premises and to the fixtures, personal property, and alterations of either Landlord or Tenant in or on the Demised Premises that are caused by or result from a risk insured against under any insurance policies carried by the parties and in force at the time of any such damage.

30. Waiver. Failure of Landlord or Tenant to insist upon prompt and strict performance of any of the terms, conditions or undertakings of this Lease, or to exercise any option herein conferred, in any one or more instances, except as to the option to renew the term, shall not be construed as a waiver of the same or any other term, condition, undertaking or option hereunder.

31. Parties Bound. The covenants, agreements, conditions and undertakings contained herein shall bind and inure to the benefit

of the respective successors and assigns of the parties hereto.

32. Captions. The captions of this Lease are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this Lease, nor in any way affect this Lease.

33. Number and Gender. All the terms and words used in this Lease, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number (singular or plural), any other gender (masculine, feminine or neuter), as the context or sense of this Lease or any paragraph or clause therein may require, the same as if such words had been fully and properly written in the number and gender.

34. Notices to Tenant. Any notice required to be given to Tenant under the terms of this Lease shall be mailed via registered or certified mail, return receipt requested, to

2265 HARRODSBURG RD SUITE 102, LEX, KY 40504

(Please fill in name & address), or to such other address as Tenant may furnish to Landlord in writing.

35. Notices to Landlord. All rental herein reserved to Landlord shall be paid to Landlord at, and any notice required to be given to Landlord under the terms of this Lease, including without limitation any written notice provided for in Paragraph 5b, shall be mailed via registered or certified mail, return receipt requested, to Ronald C. Switzer, 811 Corporate Drive, Lexington, Kentucky 40503, or to such other address as Landlord may furnish to Tenant in writing. Any notice that does not comply

with the provisions of this paragraph shall not be effective.

36. Entire Agreement. This Lease contains the entire agreement between the parties hereto and no representations, inducements, promises, or agreements, oral or otherwise, made prior to the execution of this Lease, shall alter or affect the covenants, agreements and undertakings herein set forth.

37. Holdover. If Tenant remains in possession of the Demised Premises after the expiration of this Lease and without the execution of a new lease ("Holdover Period"), then Tenant shall be deemed to be occupying the Demised Premises as a month-to-month Tenant upon the same terms and conditions contained in this Lease, except the amount of rent shall be as provided hereinbelow and the lease shall be terminable by either party on thirty (30) days notice to the other party. The rent for each month during the Holdover Period shall be 150% the amount of rent due for the last month immediately preceding the beginning of the Holdover Period. Such increase in rental shall be deemed to be liquidated damages for tenant's occupancy during the Holdover Period and shall not be deemed a penalty.

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

39. Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed on accord and satisfaction; and Landlord may accept

such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

40. No Partnership. Landlord does not in any way for any purposes become a partner of Tenant in the conduct of Tenant's business or otherwise, or a joint venturer, or a member of a joint enterprise with Tenant.

41. Security Deposit. Upon the execution of this Lease, Tenant has paid Landlord a Security Deposit in the amount of **$3600** to be held to guarantee the faithful and timely performance by Tenant of all of Tenant's obligations under this Lease. Any interest earned thereon shall be the property of Landlord. Unless and until Tenant is in default with respect to any provision hereof, the Security Deposit shall be the property of Tenant. If Tenant defaults with respect to any provision of this Lease, Landlord may expend the whole or any part of the Security Deposit for the payment of any amount which Landlord may expend by reason of such default. If any portion or all of the Security Deposit is so used, Tenant shall, within ten (10) days after demand therefore, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount and failure to do so shall be a breach of this Lease. If Tenant shall not be in default under this Lease, the Security Deposit shall be returned to Tenant at the end of the Term (Primary Term or applicable renewal term as the case may be); provided, that Landlord may retain the Security Deposit until such time as all amounts due from Tenant hereunder have been paid in full. If the Building is transferred, Landlord

may pay over the Security Deposit to Landlord's transferee to be held under the terms of this Lease and Landlord shall be released from all liability for the return of the Security Deposit. Under no circumstances shall the Security Deposit be interpreted as being part of the Rent.

42. Guaranty. Bluegrass Council of the Blind Inc will guarantee the Lease.

43. Fit-up. Tenant is taking the space as shown on exhibit A and the changes shown will be priced and paid by the Tenant. Landlord will pay to Tenant $5,289 toward fitup to Bluegrass Council of the Blind, Inc.

44. Right of First Refusal. Tenant has the right of first refusal for space on the first floor. Tenant will have two days to decide if they want the space.

45. Tenant Use. Tenant can use microwaves in their training to clients but need to limit any food smells outside their unit. Tenant can hang pictures and plaques. Tenant can use a company name and suite number with braille for their suite. Tenant can have training classes in their suite.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed as of the day and year first above written.

LANDLORD:

LANDLORD WITNESS (SIGN HERE)

SWITZER FAMILY LTD. - 2265

TENANT:
Bluegrass Council of the Blind, Inc.

Signature

TENANT WITNESS (SIGN HERE)

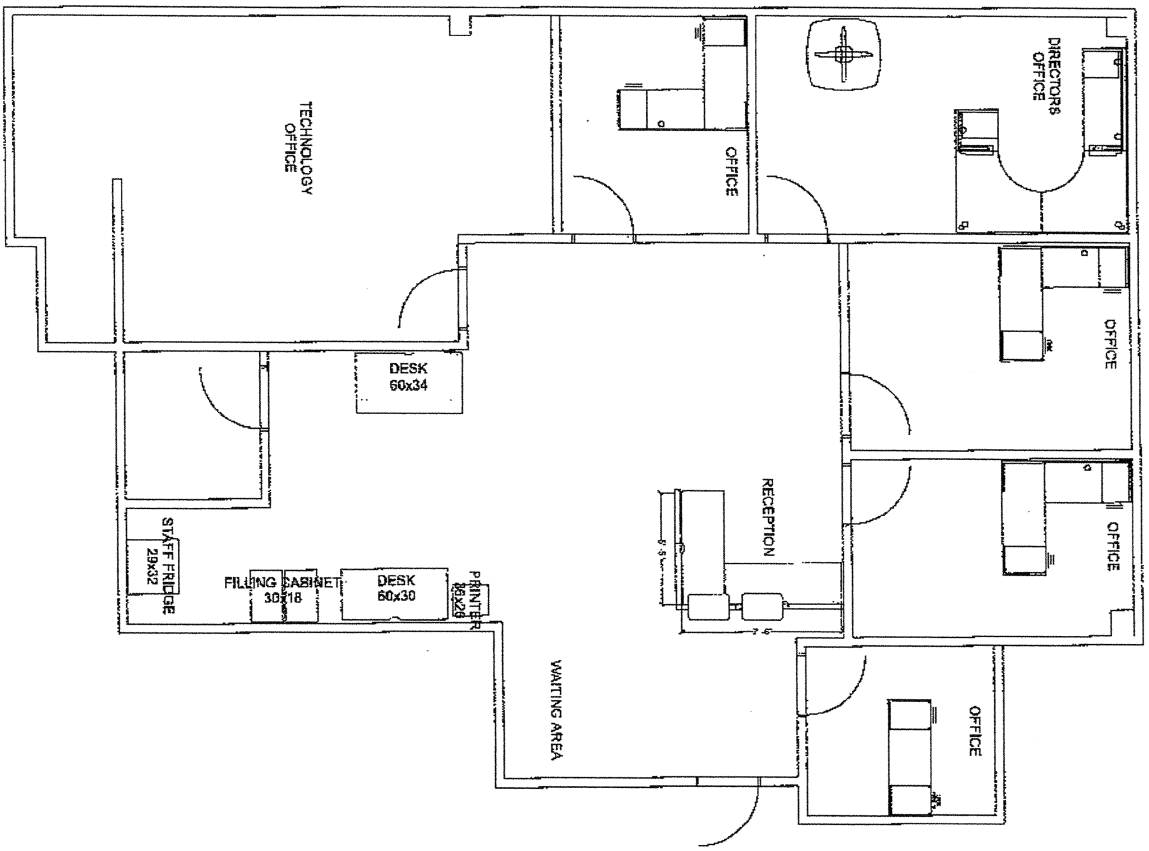
TENANT WITNESS (PRINT HERE)

EXHIBIT A (1 of 2)

BLUEGRASS COUNCIL OF THE BLIND

SUITE 102 - PRELIMINARY OVERVIEW

HARRODSBURG RD



Scale:3/8" = 1'

SCALE	See Drawing
CONSULTANT	E. ATTIG
DESIGNER	ACB
DRAFTSMEN	ORICOD
ORDER #	
DATE	1/3/2023

PROJ#: 9620

SHEET: 1/2

BLUEGRASS COUNCIL
OF THE BLIND
2265 HARRODSBURG RD
Lexington, Kentucky

FLOOR PLAN

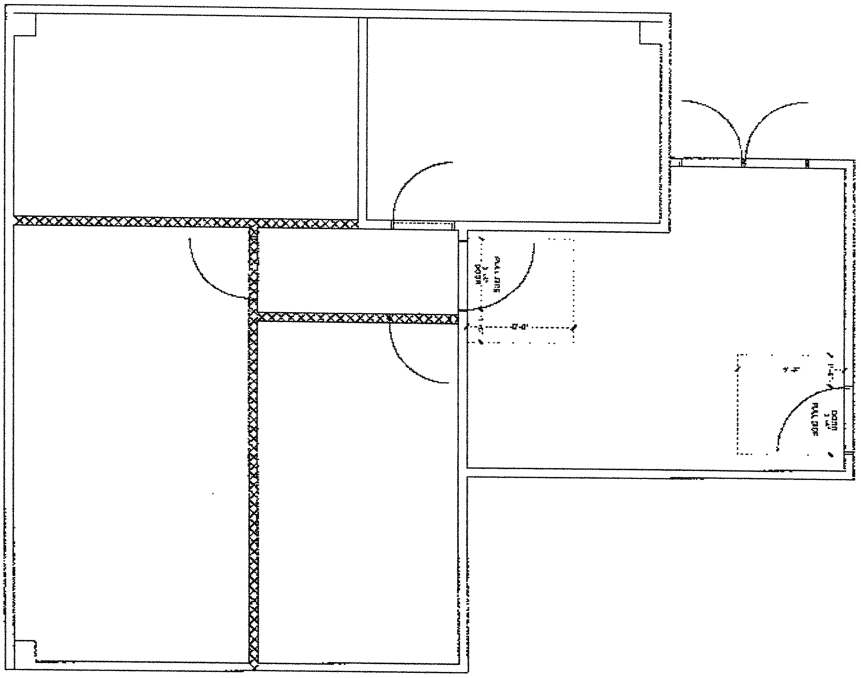
REV	DESCRIPTION	DWN	DATE
1		AP	1/03/2023
2		AP	1/06/23

EXHIBIT A (2 OF 2)

BLUEGRASS COUNCIL OF THE BLIND

SUITE 103 - PRELIMINARY OVERVIEW

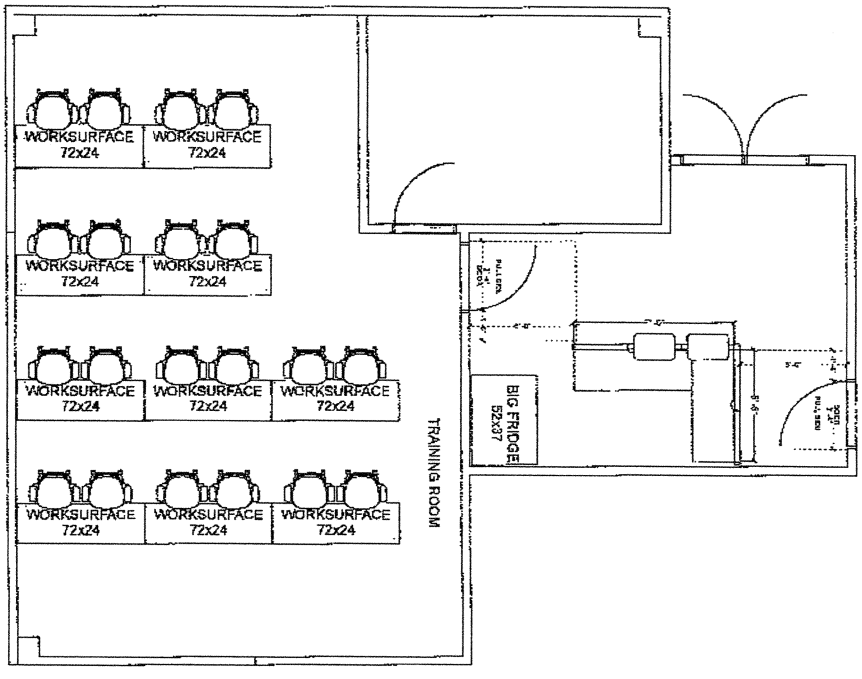
HARRODSBURG RD



Scale3/8" = 1'

EXISTING WALLS

DEMOLISHED WALLS



Scale3/8" = 1'

PROJECT 9830	SCALE	See Drawing	BLUEGRASS COUNCIL OF THE BLIND 2265 HARRODSBURG RD Lexington, Kentucky
	DESIGNER	ACS	
	CUSTOMER #	ORICOD	
SHEET 2/2	ORDER #		
	DATE	1/3/2023	FLOOR PLAN

REV	DESCRIPTION	DWN	DATE
1		AC	1/24/2023
2		AC	2/2/2023

EXHIBIT "B"

RENTAL RENEWAL TERM

The annual and monthly rentals for each year of the renewal term(s) are set forth below. During each year of such renewal term(s) the monthly rental shall be paid, in advance, on the first day of each and every calendar month during each of said years.

	Annual Rental	Monthly Rental
Year 1	$46,761.12	$3896.76
Year 2	$47,696.28	$3974.69
Year 3	$48,650.28	$4054.19

EXHIBIT "C"

RULES AND REGULATIONS

The following rules and regulations are prescribed by Landlord for the general safety, security, and benefit of all occupants of the Building. Landlord shall at all times have the right to control and operate the common areas and public portions of the Building in such manner as Landlord deems best.

1. The sidewalks, entrances, passages, elevators, vestibules, stairways, corridors or halls shall not be obstructed by Tenant or used for any purpose other than ingress and egress to and from the Demised Premises. Equipment, furniture, or supplies to be delivered to the Demised Premises shall be delivered using elevators and passageways designated for such purpose by Landlord and only during hours and in a manner approved by Landlord.

2. No awnings, antenna or other projections shall be permitted on the outside of the Building and no curtains, blinds, shades, screens or lights shall be attached to or hung in, or used in connection with any window or door of the Demised Premises, without the prior written approval of the Landlord.

3. Landlord shall have the right to control and operate the public portions of the Building and the public facilities, as well as facilities furnished for the common use of the tenants, in such manner as Landlord deems best for the benefit of the tenants generally. No tenant shall invite to the Demised Premises, or permit the visit of persons in such numbers or under such conditions as to interfere with the use and enjoyment of the entrances, corridors, elevators and facilities of the Building by other tenants. Tenant shall in no way obstruct the sidewalks, entry passages, pedestrian passageways, driveways, entrances and exits; they shall use them only as ingress to and egress from their work areas.

4. No showcases or other articles shall be put in front or affixed to any part of the exterior of the Building, nor placed in the windows, corridors, corridor walls or vestibules without the prior written consent of the Landlord.

5. Canvassing, soliciting or peddling in the Building is prohibited and each tenant shall cooperate to prevent same.

6. Tenant shall not advertise the business, profession or activities of Tenant in any manner which violates the letter or spirit of any code of ethics adopted by any recognized association or organization pertaining thereto or use the name of the Building for any purpose other than

that of the business address of the Tenant.

7. Tenant shall not attach or permit to be attach additional locks or similar devices to any door, transom or window of the Demised Premises; change existing locks or the mechanism thereof; or make or permit to be made any keys for any door thereof other than those provided by Landlord. (If more than two keys for one lock are desired, Landlord will provide them upon payment therefor by Tenant.) Tenant, on termination of Tenant's tenancy, shall deliver to Landlord the keys of offices, rooms and toilet rooms that were furnished to Tenant or that Tenant has made. In case of loss of any keys furnished by Landlord, Tenant shall pay Landlord for them.

8. Tenant shall not mark, paint, drill into or in any way deface any part of the Demised Premises or the Building including, but not limited to, any walls, partitions, doors or windows. No boring, cutting or stringing of wires shall be permitted, except with the prior written consent of the Landlord, and as the Landlord may direct.

9. Tenant shall not permit any unusual or objectionable odors or gases to be produced upon or permeate from the Demised Premises.

10. Tenant shall not make, nor permit Tenant's employees, agents or invitees to make any unseemly or disturbing noises or vibrations, nor disturb nor interfere with occupants of this or neighboring buildings or premises or those having business with them, whether by the use of any musical instruments, recording device, radio, equipment or in any other way.

11. Tenant agrees that Tenant shall not willfully do or omit to do any act or thing which shall discriminate or segregate upon the basis of race, color, sex, creed or national origin in the use and occupancy or in any subleasing or subletting in the Demised Premises.

12. Freight, furniture or bulky matter of any description shall be delivered or removed only during the hours which Landlord may determine from time to time. The Landlord reserves the right to inspect all freight to be brought into the Building and to exclude from the Building all freight which violates any of these rules and regulations of the Lease.

13. Landlord shall have the right to prohibit any advertising by an tenant which, in Landlord's opinion, tends to impair the reputation of the Building or its desirability as a building for offices, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising. Tenant shall not, in Tenant's advertising or

other publicity, without prior written consent of Landlord, use the name of the Building or use pictures or illustrations of the Building.

14. Tenant shall not carry on or permit to be carried upon said Demised Premises or any part thereof any immoral or illegal business, gambling, the selling of pools, lotteries or any business that is prohibited by law.

15. Landlord shall provide Tenant with directory information strips identifying Tenant in the Building directory located on the ground floor of the Building.

16. Tenant and Tenant's authorized representatives or invitees shall not throw cigar or cigarette butts or other substances of litter of any kind in or about the Building, except in receptacles placed in it for that purpose.

17. The toilet rooms, toilets, urinals, washbowls, and other apparatus available to Tenant shall not be used for any purpose other than that for which they were constructed. No foreign substance of any kind (including sanitary napkins, etc.), shall be thrown into them, and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be paid by the Tenant (or Tenant's authorized representative or invitee) that has caused it.

18. Landlord reserves the right to close and keep locked all entrance and exit doors of the Building on Saturdays, Sundays and legal holidays, and on other days, between the hours of 6 p.m. and 7 a.m. of the following day, and during such other hours as Landlord deems advisable for the adequate protection of the Building and the property of Landlord's tenants. If Tenant uses the Demised Premises when the Building is closed and locked, Tenant shall see that the doors of the Demised Premises and the entry doors of the Building are closed and securely locked upon leaving the Building. Tenant must observe strict care that all water faucets or water apparatus have been entirely shut off before Tenant or Tenant's authorized representatives or invitees leave the Building, and that all electricity has been carefully shut off, so as to prevent waste or damage.

19. Landlord agrees that these rules and regulations shall be enforced against all tenants in a nondiscriminatory manner. Tenant shall be deemed to have read these rules and to have agreed to abide by them as a condition to Tenant's occupancy of the Demised Premises.

20. Utilities, heat and air-conditioning of the Building and Demised Premises shall be provided subject to the following limitations and those provided elsewhere in this Lease:

a. Waste and unnecessary use of water, electricity and other utilities is prohibited.

b. All thermostat shall be set no higher nor lower than that allowed by Federal, State and/or local regulations, and Landlord hereby expressly reserves the right to reasonably require, from time to time, that all thermostats be set at levels other than as specified herein which Landlord, in Landlord's judgment, determines to be in keeping with sound energy management and conservation and in keeping with any then existing energy policies.

c. Landlord shall provide heat and air-conditioning service to the Building and Demised Premises during business hours of 8:00 A.M. to 6:00 P.M. Monday through Saturday.

21. No smoking shall be allowed in or about the sidewalks, entrances, passages, elevators, vestibules, stairways, corridors, halls or other common areas of the Building or demised space.

22. Tenant nor their customers are permitted to have any pets on the premises at any time. The only exception being assistance animals for the blind.

23. Landlord reserves the right by written notice to Tenant, to rescind, alter or waive any rule or regulation at any time prescribed for the Building when, in the Landlord's judgment, it is necessary, desirable or proper for the best interest of the Building and its tenants.

EXHIBIT "C" APPROVED:

1/25/23
Date

Switzer Family, Ltd. - 2265
Landlord

Date

Tenant

EXHIBIT "D"

Scope of Tenant's Work:

Demo walls and flooring as described in plans.

Frame in new walls as described in plans.

Drywall repairs as needed.

Paint both office areas.

Replace floor in Suite 103.

Install cabinets as described in plans. Includes shelving for technology center per plans.

Change light switches to dimmers and move lights as needed. Includes running cat 6 to both offices.

Add side lights to doors.

On the below plans, the tenant has decided not to follow thru with building out the reception office. That will remain an office, and reception will be in the front room beside that suite.

Bluegrass Council of the Blind, Inc.

Plumbing Project

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

BCB is proud to submit this proposal in alignment with the requirements of this opportunity. Located in the 40504-zip code, our office is positioned within reach of historically marginalized neighborhoods where the need for disability resources is greatest. Located on the Lex Tran route, the strategic location of our office is easily accessible to clients who rely on public transportation and allows us to remove critical barriers to access while focusing our efforts where they are most urgently needed. Our organization is in good standing with the Kentucky Secretary of State and is proud to hold the 2025 Candid Platinum Seal of Transparency, reflecting our steadfast commitment to accountability, integrity, and impact. We affirm that no funds will be used to promote or teach religion, and we agree to comply with all applicable local, state, and federal laws.

About BCB:

The mission of Bluegrass Council of the Blind (BCB) is to increase independence, security and quality of life for Kentuckians affected by vision loss through peer support, technology, training and additional resources.
The Bluegrass Council of the Blind (BCB) is the only nonprofit exclusively serving the needs of adults who are blind or visually impaired in Central Kentucky; services and devices provided by BCB are offered at no charge to the client. BCB primarily serves the 8,900 visually impaired adults in Lexington-Fayette Co., comprising 66% of our base; the remaining include caregivers, service providers in that area, and a smaller number of individuals with vision loss in surrounding counties, making

100% of our efforts benefit people with vision impairment. BCB assists people with vision loss to live meaningful, vibrant, healthy lives as active community members. We continue working to reach the most underserved demographics and bridge the gap between resources and social equality for all. We are active in access and inclusion initiatives with the city of Lexington, offering feedback and advocating for those with disabilities regarding city-wide policy on transportation, housing, and public safety. We are active with the Statewide Health Improvement Plan to embed disability equity into the state's broader health access and equality agenda.

About Our Clients:

Our client population faces compounded barriers to health access and social equality due to their vision status, which often co-exists with other disabilities that further compound the barriers caused by age, race, income, ethnicity, and their geographical location. 100% of our services benefit those with a disability and more than 60% are in poverty. 75% of our client base is over the age of 55. We do not require these disclosures as a requirement for service: it is our belief that these statistics would be considerably higher if all clients reported all categories of their data.

Vision loss is not just a medical condition, it is a catalyst for compounding social, emotional, and economic challenges. The CDC identifies significant risks linked to vision impairment, including higher rates of depression, falls, cognitive decline, and even premature death. The inability to drive, read, manage finances, or safely navigate new environments strips individuals of their independence and too often results in isolation and withdrawal from community life.

The economic burden is equally stark. The National Federation of the Blind reports that over 70% of people with vision impairment are unemployed, with many living in persistent poverty. This lack of economic opportunity, combined with diminished quality of life, underscores the urgent need for accessible services, community supports, and pathways to independence.

About Our Programs: Peer Support

Our Peer Support program provides a lifeline for those navigating the challenges of vision loss by offering mentoring, emotional support, and regular gatherings that foster connection and resilience. These opportunities not only help participants cope with the emotional impact of vision impairment but also equip them with tools and strategies to overcome the socioeconomic barriers that so often accompany it. Time and again, clients report improved confidence, stronger problem-solving skills, and a renewed sense of hope as they share techniques, exchange ideas, and connect with others who truly understand their experience. Importantly, the program extends beyond individuals with vision loss to include their families, caregivers, educators, and healthcare professionals, creating a network of support that strengthens both individuals and the community as a whole. Core offerings of our Peer Support program include:

Lunch and Learn Meetings combine a shared meal with structured programs that address critical topics related to independent living, health and wellness, community engagement, and self-sufficiency for people with vision loss. These sessions reduce isolation by bringing people together in a welcoming environment where learning is paired with social connection. Recent presentations have included mental health, Medicare updates, transportation options, music therapy, and the role of physical

strength in orientation and mobility: all topics that directly impact daily living and long-term well-being for our clients. By blending practical information with peer interaction, Lunch and Learn meetings empower participants with knowledge while also strengthening their sense of belonging in a supportive community.

Community Outings are designed to build independence by strengthening travel and mobility skills, boosting confidence, and encouraging active participation in community life. These experiences reduce isolation and lessen reliance on family members or caregivers, while also offering meaningful opportunities for social engagement. Outings have included visits to parks, restaurants, local organizations, and cooking classes, each carefully chosen to reinforce real-world skills and promote independence. At the same time, these outings create a broader ripple effect by educating businesses and community partners on accessibility and inclusion, giving them firsthand experience in welcoming and serving people who are visually impaired. This dual impact not only empowers participants but also advances community-wide understanding and acceptance of vision loss.

Peer Mentoring Groups provide vital support for individuals navigating the challenges of vision loss by connecting them with others who have firsthand experience. These twice-monthly meetings create a safe and encouraging space for participants to share personal struggles, gain practical advice, and build resilience through the insight of peers who understand their journey. Recognizing that vision loss impacts not only the individual but influences the way they experience the world around them, BCB also offers a quarterly Communication and Relationship Building Workshop that includes those with low or no vision and community members to learn how to more respectfully

offer and/or receive assistance, and dive into the questions from both sides that are often considered taboo. Together, these groups foster stronger networks of support, helping both individuals with vision loss, their families, and community professionals to adapt, grow, and thrive.

Food Distribution Our partnership with The Lexington Mobile Market and God's Pantry addresses multiple barriers to food access for people with vision loss, offering a "hand-up" that promotes accessibility, autonomy, community, and dignity. Launched in July 2024, this program has already transformed the food security of our clients. Participants receive a monthly stipend from BCB, along with the support of trained volunteers who serve as personal navigators, helping clients locate items, describe ingredients, read prices and portion sizes, and make informed choices that fit within their budget. This personalized support allows individuals to make healthier and educated choices while maintaining full autonomy in their shopping experience, a critical factor in preserving dignity and independence.

Clients consistently share that the combination of autonomy, supplemental groceries, and one-on-one support has made a lasting impact on their monthly food security. Many also use their SNAP EBT or personal funds alongside their stipend, further stretching their resources and tailoring purchases to their families' needs. Demand has grown rapidly: attendance has increased by more than 58% since the program began, prompting us to expand the service to schedule clients between two shopping days per month. This intentional adjustment reduces stress, ensures adequate volunteer support, and allows participants to fully benefit from the program.

The results are clear: clients report greater confidence in managing their food budgets,

reduced stress around meal preparation, improved nutrition, and a stronger sense of independence. Homebound individuals in Fayette County also benefit, with BCB delivering food distribution items directly to their doors, ensuring no one is left behind.

The Mobile Market has quickly become one of BCB's most valued services, not only strengthening food security but also reducing isolation and increasing participation in community life. Through this partnership, God's Pantry can stretch its resources further into the community, multiplying the impact of every dollar invested. The outcome is a sustainable, dignity-centered model that supports independence, strengthens health, and improves quality of life for people who are blind or visually impaired.

About Our Programs: Assistive Technology & Training Program

BCB's Assistive Technology & Training (ATT) Program equips people with low or no vision to live independently, safely, and confidently. Through individualized coaching and group workshops, our expert ATT staff provide hands-on training, device demonstrations, lending and distribution of assistive tools, and practical strategies that help clients manage daily tasks, maintain their health, and care for themselves and their families.

What makes this program truly distinctive is that 83% of our staff and 80% of our board are blind or visually impaired. Clients learn from professionals who not only have technical expertise but also lived experience: people who have navigated the same challenges and found solutions. This peer-driven approach builds trust, breaks down barriers, and inspires clients to achieve greater independence through education, encouragement, and shared success.

Our ATT program distributes devices and provides services at no cost to our clients. Examples of assistive technology items regularly distributed include:

- ***Talking health monitors***: enable clients to independently track and manage personal health conditions for increased independence and safety at home.
- ***Smart digital assistants*** (e.g., Amazon Echo): empower individuals to use voice commands to check the weather, read books aloud, stay in contact with family and friends, follow recipes for safe cooking, and more.
- ***Accessible communication devices*** (Android tablets, iPad minis, etc.) providing tools to access printed materials, identify currency, and scan product barcodes for everyday independence.
- ***Low-tech essentials***: practical, affordable tools such as 20/20 pens (bold, non-bleeding lines), handheld magnifiers, bump dots for tactile appliance navigation, large-print calendars for managing appointments, and adaptive kitchen safety items like high-contrast cutting boards and talking food thermometers.

Together, these tools transform everyday life for people with vision loss supporting them in monitoring their health with talking devices, preparing meals safely with adaptive kitchen tools, managing finances and daily tasks with accessible communication technology, and maintaining meaningful connections through digital assistants and low-tech solutions alike. Each device, whether high-tech or simple, plays a vital role in preserving independence and dignity, but the need is great.

Conclusion:

The number of adults in Lexington-Fayette County affected by vision loss is rising rapidly, creating an urgent need for resources that promote independence, safety, and

quality of life. Without access to support, many residents face preventable isolation, unsafe living conditions, and barriers to managing their health, mobility, and daily activities. BCB is the only local source collectively providing these essential services and adaptive devices at no cost, making our organization a true lifeline for individuals navigating the challenges of vision impairment. By offering peer support, technology training, and practical resources, BCB ensures that residents of Lexington - Fayette County can remain active, connected, and independent members of their community.

SECTION 2: Demonstrated Need

Restoring Functionality in The Community Room

The Community Room is the heart of BCB's programming, where clients come together for peer support meetings, community-building, meeting for food distribution, and relationship development. It is also the setting for our "Lunch and Learn" gatherings, where participants share a meal while engaging with professionals who provide practical tools and insights on topics such as navigating Medicare, music therapy, and mental health. These sessions not only build knowledge but also foster belonging, comfort, and the encouragement that comes from being surrounded by peers who understand the challenges of vision loss.

There were 751 attendees to these meetings last year, and 294 people receiving 3318 pounds of food, a 37% increase for the year. At a time when our needs and engagement is growing, this vital space is compromised by a non-functioning sink and drain, which prevents us from performing even the most basic tasks, such as cleaning up after meals, emptying partial drinks, or maintaining a sanitary environment. Without a working

sink, staff and clients alike are burdened with unnecessary barriers, and the welcoming atmosphere we strive to create is diminished.

Repairing the sink and installing a proper drain and vent system is critical to ensuring that the Community Room functions as it was intended: a safe, inviting, and practical environment where people feel at ease to share both their struggles and their successes. A fully operational sink is a small but essential element in upholding the dignity of our clients and supporting their comfort, health, and sense of community.

Conclusion

Repairing the sink and drain in BCB's Community Room is essential for the agency to provide its services safely and effectively. This space hosts peer support meetings, "Lunch and Learn" sessions, and other programs where clients share meals, connect with professionals, and build community. Without a functioning sink, staff cannot maintain a sanitary environment, clean up after meals, or properly manage daily activities, limiting the usability of this critical space.

Completing this plumbing project will remove these barriers, ensuring the Community Room is safe, accessible, and fully functional. By enabling proper sanitation and supporting a welcoming environment, this improvement directly strengthens BCB's capacity to deliver peer support, education, and community-building programs that promote independence, security, and quality of life for people with vision loss.

SECTION 3: Applicant Capacity for Project

The Bluegrass Council of the Blind (BCB) has a proven record of managing capital projects and compliance-driven programs with excellence. We have successfully executed a previous capital grant (2022) and multiple ESR grants (2015-present)

through LFUCG, all of which were implemented on time, within budget, and in full compliance with reporting requirements. Our strong performance history is reflected not only in the careful management of grant funds, but also in the measurable outcomes these investments generate for our clients and organization. The grants we have received have produced a high return on investment, enabling individuals with vision loss to live more securely, participate more fully in community life, and reduce reliance on costly emergency or long-term care services. The dual impact of sound financial stewardship paired with transformative client outcomes underscores BCB's capacity to carry out this capital project with the same integrity and effectiveness.

BCB's fiscal capacity and organizational infrastructure are fully equipped to support this project under the outlined reimbursement model. The agency maintains rigorous financial oversight through an experienced finance team, active board-level fiscal review, and independent annual audits. Our data management system ensures that all grant-required data are captured accurately and reported promptly, giving funders confidence in both accountability and impact.

Equally important, BCB staff bring extensive experience in grant management, compliance, and program implementation:

Executive Director Theresa Thomas has more than 13 years of experience managing grants for BCB, during which she has grown the organization's operating budget from $69,000 in 2012 to more than $300,000 projected for the 2026 fiscal year. This growth is a direct reflection of her meticulous attention to financial detail, her ability to cultivate strong relationships with Grantmakers and community partners, and her commitment to fiscal responsibility. Under her leadership, BCB has consistently secured competitive

funding, maintained compliance with grant requirements, and built the financial stability necessary to support long-term programming. Theresa's stewardship has positioned BCB as a trusted partner with a reputation for transparency, accountability, and effective use of resources. Her leadership ensures that every dollar invested in BCB is maximized to deliver measurable impact for Fayette County residents affected by vision loss.

Deputy Director Jackie Johnson brings extensive experience in project management, grant writing, and managing compliance for multi-million-dollar federal grants, state Medicaid contracts, and local funding partnerships. Through her previous employer, she successfully developed and implemented comprehensive data collection and reporting systems tailored to meet each contract's complex requirements, ensuring accurate monthly, quarterly, and annual submissions. In addition, she led state and federal audits that verified the team's efforts with full compliance, safeguarding continued funding for critical programs. There were zero audit findings and zero complaints against the organization in her tenure. Since joining BCB in April 2024, Jackie has applied this expertise to strengthen the organization's grant data and reporting processes, resulting in greater efficiency, accuracy, and performance. Her skill in aligning reporting with compliance standards ensures that BCB remains a reliable steward for public and private funding while maximizing its impact for the community.

This expertise, combined with our strong infrastructure and proven track record ensures that this project will be delivered with the same precision and accountability that has defined our past LFUCG partnerships. The staff at BCB has the availability, expertise,

and enthusiasm to successfully execute this project.

SECTION 4: Operational Feasibility

Project Timeline

Bluegrass Council of the Blind (BCB) understands that all funds from this grant need to be expended by April 30, 2027. BCB has established a realistic and achievable timeline to ensure the successful completion of all building improvements well before the April 30, 2027, expenditure deadline. Upon notice of award, we will immediately engage our landlord and licensed contractors to finalize bids and establish work schedules. Milestones will include:

- ***Initial Phase (0–3 months post-award):*** Secure contractors and scheduling for each component of he project, to align with availability and schedule of affected areas to minimize client impact.
- ***Midpoint Phase (4–12 months):*** Begin staged implementation of high-impact improvements such as ADA door openers and directory signage. These items will be prioritized to quickly improve accessibility while longer-lead projects (e.g., barn door partition and shelving) move into fabrication.
- ***Final Phase (12–18 months):*** Completion of drywall and paint repair, installation of shelving, and finishing work to bring all spaces into full compliance with accessibility, safety, and building standards.
- ***Close-Out Phase (before April 2027):*** Conduct quality assurance, confirm all improvements meet code requirements, and provide expenditure and outcome documentation to LFUCG.

This milestone-driven approach ensures timely and efficient use of grant funds, minimizes disruption to client services, and guarantees full compliance and accountability.

Project Team: The BCB project team consists of two BCB employees, Theresa Thomas and Jackie Johnson, who will serve as the Project Manager.

No additional support or funding is anticipated as part of this project.

BCB's current lease agreement (attachment) runs through March 31, 2029 and outlines 3.5 years remaining in our tenancy (p.2). Under the terms of the agreement, all leasehold upkeep improvements are made at the sole cost and expense of the tenant (p.5, 6-7). Additionally, all maintenance and repair of the interior space are the responsibility of BCB, including plumbing fixtures, lighting, plate glass, doors, walls, ceilings, floors, door locks, and all other improvements. This agreement ensures that investments made through this project are truly necessary, fully aligned with our lease obligations, and directly benefit the long-term usability, safety, and accessibility of our space.

The improvements included in this project will make the space more functional, safe, and accessible for our clients and staff, positioning BCB to continue operations in this location well beyond the current lease term. By investing in these upgrades, we are extending the usability of our facilities and avoiding the significant financial and logistical burden of relocating to allow more of our resources to remain focused on providing services.

SECTION 5: Cost Analysis and Attachments

Budget Narrative *(Cost proposal is attached)*

Community Room Plumbing Repair **- $11985.00**

•Remove existing sink on right front side of the building 1st floor.

•Cut countertop for a new 25" x 22" single compartment S.S. sink.

•Install new Delta sink faucet with pull-out hose and spray.

•Install (1) new disposer.

•Owner to be responsible for electrical.

•Remove existing sink and pump from back 1st floor space..

•Install new cast iron drain and vent piping to meet KY plumbing code.

•Rough in drain and vent piping to meet KY plumbing code.

•Install Zoeller under counter drain pump.

•Cut countertop for a new 25" x 22" single compartment S.S. sink.

•Install new Delta sink faucet with pull-out hose and spray.

•Ivey does not recommend installing a garbage disposal with the drain pump.

•Owner to be responsible for electrical.

•Not responsible for any damage to the countertops while cutting new holes.

•Reuse existing water lines.

•All work to be performed on Regular time and Premium as required.

Bluegrass Council of the Blind

Plumbing Project Budget

Item	Line Item Total
Plumbing Pump & Sink/Faucet Replacement	$11985
Total Expenses	**$11985**

Attachment: Plumbing Cost Proposal

Ivey Mechanical Company, LLC
1063 Manchester St
Lexington, KY 40508
Phone: (859) 254-8878
Fax: (859) 231-9224

Proposal

To: Switzer Development **Fax:** 859.497.9800

From: Randy Perkins **Date:** **09.18.2025**

Direct Line: [Click and type Your Direct Line] **Direct Fax:** 233.0770

Re: 2265 Harrodsburg Rd Replace (2) sinks and faucets **Pages, including cover:** 1

CC:

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

Matt,

Our proposed cost for the above referenced work is.....**$ 11,985.00**

Price includes:

- Remove existing sink on right front side of the building 1st floor.
- Cut countertop for a new 25" x 22" single compartment S.S. sink.
- Install new Delta sink faucet with pull-out hose and spray.
- Install (1) new disposer.
- Owner to be responsible for electrical.
- Remove existing sink and pump from back 1st floor space..
- Install new cast iron drain and vent piping to meet KY plumbing code.
- Rough in drain and vent piping to meet KY plumbing code.
- Install Zoeller under counter drain pump.
- Cut countertop for a new 25" x 22" single compartment S.S. sink.
- Install new Delta sink faucet with pull-out hose and spray.
- Ivey does not recommend installing a garbage disposal with the drain pump.
- Owner to be responsible for electrical.
- Not responsible for any damage to the countertops while cutting new holes.
- Reuse existing water lines.
- All work to be performed on Regular time and Premium as required.

Exclusions:

- Countertops.

Attachment: Organizational Budget

Bluegrass Council of the Blind, Inc.
Operating Budget FYE 2026

	AT	PS	Total Programs	Total Organization
Revenue				
Direct Public Support-Donations	Did not	breakout	income	$ 53,000
Grants				217,100
Other Income Sources				45,000
Total Revenue				315,100
Expenditures				
Personnel Expense	$ 84,202	$ 70,733	$ 154,935	208,336
Office Expense	13,396	26,443	39,839	44,188
Materials and Supplies	17,593	16,674	34,266	34,419
Fundraising Expense	-	-	-	2,300
Postage	25	25	50	1,875
Printing and Copying	125	125	250	2,250
Telephone and Computer System	4,625	4,625	9,249	11,077
Office Furniture and Equipment	153	154	306	457
Travel and Meetings	600	2,300	2,900	2,900
Other Expenses	1,075	1,383	2,458	5,796
Total Expenditures	$121,794	$ 122,460	$ 244,254	313,614
Net Operating Revenue				$ 1,486

Attachment: Lease Agreement

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 25TH day of January, 2023, by and between **SWITZER FAMILY LTD - 2265**, whose address is 811 Corporate Drive, Lexington, Kentucky 40503 ("Landlord"), and **Bluegrass Council of the Blind, Inc.** whose address is 2265 Harrodsburg Road - Suite 102/103, Lexington, Ky 40504, ("Tenant");

WITNESSETH:

WHEREAS, Landlord owns an office building, located at 2265 Harrodsburg Road, Lexington, Fayette County, Kentucky ("Building");

WHEREAS, Tenant desires to lease from Landlord and Landlord desires to lease to Tenant, space in the Building upon the terms and conditions hereinafter set forth;

NOW THEREFORE, for and in consideration of the rents herein reserved, and the mutual covenants and promises herein contained, the parties agree as follows:

1. Demise of Premises.

(a) Landlord hereby lets, leases and demises to Tenant on the terms and conditions hereinafter set out approximately **3,120** rentable square feet on the first floor (**Suites 102-103**) of Building ("Demised Premises"). The Demised Premises are outlined in red on Exhibit "A", attached hereto and made a part hereof. Rental for the Demised Premises provided for in Paragraph 6 is based upon the aforesaid square footage contained therein plus a pro rata portion of the square footage contained in the Building's common areas.

(b) Tenant shall occupy and use the Demised Premises for professional offices and for no other use whatsoever. In occupying and using the Demised Premises for the aforesaid permitted use, Tenant shall not violate any applicable laws or regulations of any governmental authority.

2. Common Area Usage. Landlord grants Tenant, its customers, invitees, and licensees, together with and subject to the same right granted from time to time by Landlord to other tenants and occupants of the Building, the right as co-tenants to the reasonable use of all common and public areas of the Building as are designated as such and as may be modified by the Landlord from time to time. These areas shall include all common entrances to and exits from the Building, driveways, serviceways, crosswalks and sidewalks, hallways, stairways and common restroom facilities, except such of the foregoing as are designated for and restricted to the special uses and purposes by Landlord from time to time, which restrictions may not preclude or interfere with the purpose for which Tenant is using the Demised Premises.

3. Commencement and Length of Primary Term. The primary term of this Lease shall begin on the **1st day of April, 2023** ("Fixed Commencement Date") and shall end on the **31st day of March, 2029**, unless sooner terminated pursuant to the terms hereof.

4. Lease Year Defined. The term "lease year" as used herein shall mean a period of twelve (12) consecutive full calendar months beginning on the Fixed Commencement Date. Each succeeding lease year shall commence upon the anniversary date of the first lease year.

5. Renewal Terms.

(a) Tenant shall have and is hereby granted, subject to the other terms and conditions of this Paragraph 5, one renewal term of three years.

(b) At the expiration of the primary term or any renewal term, as the case may be, if Tenant is not in default under the terms hereof, then this Lease shall automatically renew for the next applicable renewal term provided for in Paragraph 5a, unless Tenant gives Landlord written notice of Tenant's election not to renew, which renewal shall be upon the same terms and conditions except the rent shall be as provided in Paragraph 6b. If Tenant elects not to renew, the aforementioned written notice shall be given via certified mail, return receipt requested, not less than ninety (90) days prior to the expiration of the primary term or applicable renewal term.

6. Rental and Late Charges.

(a) Rental Primary Term. Tenant shall pay Landlord as rental for the Demised Premises the sum of $43,200 for the first lease year of the primary term at the office of Landlord as may from time to time be designated by Landlord, in monthly installments of **$3,600 per month for the first three years and then each March a 2% increase per year starting on April 1, 2026 for the next three years ($3,672 - $3,745.44 - $3,820.35, per month)**, in advance, on the first day of each and every calendar month during the primary term.

(b) Rental Renewal Term(s). The annual rental for each renewal term(s) shall be as provided for in Exhibit "B", attached

hereto and made a part hereof.

(c) Late Charges. If during the primary term or any renewal term(s), any monthly rental installment is unpaid after the tenth day of the month in which it is due, then at Landlord's option Tenant shall pay as additional rental a service charge of $100.00 plus one and one half percent (1-1/2%) of said monthly rental installment. Notwithstanding any such service charge the rental provided for herein is due and payable on the first day of each and every calendar month during the primary term and any renewal term(s).

7. Tenant Services Provided by Landlord.

(a) During the primary term and any renewal term, Landlord agrees to provide or furnish the following Tenant services:

i. Janitorial and trash removal services for the common areas of the Building and grounds.

ii. Maintain the common areas of the Building, the grounds, the sidewalks adjoining the Building, and the parking lot in a reasonably good, neat, orderly, sanitary, and safe condition. Such maintenance shall specifically include, but not be limited to, the elevators, repairs to the heating and air-conditioning equipment, electrical and plumbing equipment of the common areas, painting, wallpapering and carpeting of the common areas, and repairs to the parking lot, including resealing and restripping.

iii. All necessary utilities, including, but not limited to, gas, electrical, water and sewage for the Building, including the Demised Premises.

iv. Pest control services to the Building, excluding

the Demised Premises, if necessary.

v. Building management services.

(b) Landlord shall have no responsibility or liability for failure to provide or furnish the aforesaid Tenant services if such failure is due to strikes, acts of God, war or insurrection, or any other reason beyond the reasonable control of Landlord. Landlord also reserves the right to temporarily suspend any of said Tenant services at any time when necessary by reason of accident or for repairs, alterations or improvements necessary in the reasonable judgment of the Landlord. Landlord shall act with due diligence to restore any Tenant service temporarily suspended as aforesaid.

8. Removal of Leasehold Improvements. All initial leasehold improvements, alterations or other leasehold improvements shall be the sole property of Landlord and shall not be removed by Tenant upon the termination of this Lease, except as may be otherwise provided in writing (refrigerator, microwave & microwave cart Tenant installs will leave with Tenant), signed by both Landlord and Tenant.

9. Alterations. Tenant will renovate Demised Premises and will provide a sketch showing the work to be performed. Any such approved alterations or leasehold improvements shall be made at the sole cost and expense of Tenant.

10. Liens. Tenant shall keep the Building and Demised Premises free from any liens arising from any labor performed by or on behalf of, or materials furnished to, Tenant in connection with Tenant's construction of the initial leasehold improvements or

Tenant's making any other approved alterations or leasehold improvements in accordance with the terms and conditions of this Lease, or other obligations incident to Tenant's use or occupancy of the Demised Premises. If any such lien attaches and the same is not released by payment, bond or otherwise within twenty (20) days after Landlord notifies Tenant thereof, Landlord shall have the option and right to discharge the same, and Tenant shall reimburse Landlord promptly therefor. Nothing herein contained (a) shall be deemed to deny Tenant the right to contest the validity of any such lien, or (b) shall be construed as a consent by Landlord to Tenant to make any alteration, improvement, installation or addition so as to give rise to any right to any laborer or materialman to file any mechanic's lien or any notice thereof, or any other lien purporting to affect Landlord's property.

11. The Building. Tenant acknowledges that Tenant has examined the plans and/or the Demised Premises and accepts the Building, common areas and equipment on or in the Demised Premises as submitted.

12. Maintenance and Repair. Except as stated below it shall be the obligation of Tenant, at Tenant's expense, to make all repairs, replacements and maintenance to the interior of the Demised Premises, including, but not limited to, the heating and air conditioning controls (thermostats) equipment servicing the Demised Premises, plumbing fixtures, lighting (inclusive of bulb or tube replacement), plate glass, doors, walls (including paint or wall coverings), ceilings, floor coverings, door locks, and all

other improvements to the Demised Premises. Tenant not responsible for any replacement or repair costs associate with the HVAC equipment on the roof. Tenant has a maximum of $1000 per calendar year toward HVAC repairs (not false alarms. Tenant agrees to at all times keep the interior of the Demised Premises in a good state of repair and maintenance.

13. Care and Surrender of Demised Premises. Tenant shall not commit any waste or engage in any act or practice in or about the Demised Premises which might cause injury or damage to any person or property, including the Demised Premises. Upon termination of this Lease, Tenant shall surrender possession of the Demised Premises, without notice, in as good condition as at the commencement of this Lease, reasonable wear and tear and casualty beyond the control of Tenant being the exception.

14. Quiet Possession. Landlord covenants with Tenant to keep tenant in quiet possession of the Demised Premises during the term hereof and any renewal term, provided Tenant keeps and performs all of the covenants, agreements and undertakings to be kept and performed by Tenant.

15. Rules and Regulations. Tenant, its servants, employees, agents, visitors and licensees, shall faithfully observe and strictly comply with the "Building Rules and Regulations" set forth in Exhibit "C", attached hereto and made a part hereof. Tenant agrees to abide by any and all future reasonable rules and regulations governing the Building and the use of any of the common areas thereof, including use of the parking lot. Tenant further agrees to be liable and responsible for any damages or

abuse to said common area facilities by its employees, agents, customers, invitees, or licensees. All future rules and regulations adopted by Landlord shall be reasonable and shall not unreasonably affect the conduct of Tenant's business.

16. Signs. Tenant will not erect any signs on the Building, doors, windows, improvements, grounds or common areas without the prior written consent of the Landlord, which consent Landlord can withhold in Landlord's sole discretion. Tenant agrees to pay for any lettering on signage provided and owned by Landlord.

17. Liability Insurance.

(a) Tenant agrees to indemnify, compensate and save and hold the Landlord harmless from any and all claims, damages and/or liability whatsoever resulting from and/or arising out of injury to and/or death of any person and/or damage and/or destruction of any property unless due to fault of the Landlord. Tenant shall, at its sole cost and expense, carry public liability and property damage insurance in an insurance company satisfactory to Landlord with combined single limits of not less than $1,000,000.00 bodily injury and property damage coverage. Said policy shall insure against all accidents and injuries to persons or property in or about the Demised Premises. Landlord shall be named as an additional insured on said policies (without charge) and a certified copy issued to the Landlord.

(b) Tenant shall also, at its sole cost and expense, carry casualty, vandalism and malicious mischief insurance upon the Demised Premises and fire and extended coverage on its personal property, in the full insurable amount.

18. Fire and Casualty Insurance.

(a) Landlord shall obtain and procure a policy of insurance insuring the Building (building only; no personal property of Tenant included), against the risks of fire and extended coverage from an insurance company to be selected by Landlord in an amount to be determined by Landlord.

(b) The fire and extended coverage insurance policy carried by Landlord shall contain an appropriate endorsement providing that the insurer issuing said policy shall waive any claim it may acquire against the Tenant and/or Landlord by subrogation or otherwise, for any amount or amounts said insurer will pay or be required to pay pursuant to said policy. Such policy shall also contain a rent loss endorsement as mentioned in Paragraph 21.

(c) It is acknowledged and agreed by Lessee that the risk of loss for all contents and property belonging to Tenant shall be on the Tenant and Tenant shall purchase and maintain and pay for all property insurance coverage required and/or desired by Tenant. Tenant further expressly waives any and all claims against the Landlord for loss or damage due to fire, explosion, tornadoes, windstorm or rainstorm, or other casualty, calamity or act of God, regardless of the cause of such damage.

19. Taxes. Landlord will pay all real property taxes and assessments pertaining to the Building.

20. Destruction. If during the term of this Lease, the Demised Premises shall be damaged by fire or other casualty covered by Landlord's fire and extended coverage insurance, without the fault

of the Tenant, its servants, employees, customers, agents, visitors or licensees, the damages shall be repaired by, and at the expense of, the Landlord; and the Landlord shall repair the Demised Premises and put them in a tenantable state within a period of six (6) months. If Landlord finds that Landlord is unable to make such repairs within the six-month period, both the Landlord and the Tenant shall have the option to terminate this Lease at the expiration of said six-month period. Should the Tenant not be able to occupy and utilize the Demised Premises during said period of repair, then the monthly rentals shall be abated until the Demised Premises are restored, with the Landlord to be compensated through a "rent loss" rider to the fire and extended coverage insurance carried by Landlord.

21. Condemnation.

(a) If the whole, or substantially the whole, of the Building or Demised Premises shall be taken by virtue of eminent domain, or for any public or quasi-public improvement, then the term of this Lease shall terminate on the date of the vesting of title in such condemnation proceedings.

(b) In the event that less than the whole, or substantially the whole, of the Building or the Demised Premises is condemned or taken as set forth in Paragraph 22a, then this Lease shall remain in force and effect, provided, however, that if the taking shall so substantially interfere with the use of the Demised Premises as to render the continued operation thereof economically unfeasible as reasonably determined by Landlord, then Landlord (whether or not the Demised Premises may be affected)

may, at its option, terminate this Lease and the term and estate hereby granted as of the date of the taking of possession for such use and purchase by notifying Tenant in writing of such termination.

(c) Upon any such taking or condemnation and the continuing in force of this Lease as to any part of the Demised Premises, all rentals shall be diminished by an amount representing the part of the said rent properly allocable to the portion of the Demised Premises which may be so condemned or taken, and Landlord shall, at its expense, proceed with reasonable diligence to repair, alter and restore the remaining part of the Building and the Demised Premises to substantially its former condition, due allowances being made for the impact of such taking or condemnation.

(d) In such condemnation proceedings, Landlord shall be entitled to receive and retain entirely any award for damages for the land, Building and Demised Premises, and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease. Notwithstanding the foregoing, Tenant shall be entitled to assert in such condemnation proceedings a claim for an award representing the then value of the leasehold improvements made by Tenant at Tenant's expense.

22. Default.

(a) In the event (i) Tenant fails to pay when due any monthly installment of rent or any other payment provided herein, or (ii) Tenant fails to keep and perform any other covenant of this Lease and shall continue in default for a period of seven (7)

days after Landlord demands performance by giving written notice to Tenant of such default, or (iii) a voluntary or involuntary petition in bankruptcy is filed by Tenant or against Tenant, or (iv) Tenant shall make an assignment for the benefit of creditors, or (v) a receiver or trustee in bankruptcy shall be appointed in any suit or proceeding brought by or against Tenant, or (vi) the leasehold interest of Tenant shall be levied upon under any execution, then and in any of such events, Landlord, at Landlord's option may, in addition to any and all other remedies provided for herein or available at law or in equity, have the following remedies:

(1) Terminate this Lease with Tenant being obligated (a) to give up immediate possession of the Demised Premises, (b) pay all rentals due as of date of termination, (c) pay any and all other sums owed or due as of the termination date, (d) pay any and all other damages resulting from such default, including, without limitation, brokerage fees incurred upon reletting the Demised Premises and the reasonable cost incurred by Landlord in repairing, remodelling or altering the Demised Premises to make same suitable for a new Tenant.

(2) May reenter the Demised Premises and retake possession thereof without terminating this Lease and relet the Demised Premises for the account of Tenant, with the Tenant being liable for (a) the deficiency, if any, between Tenant's rental and the rental received by Landlord on any reletting, (b) any brokerage fees and the reasonable cost incurred by Landlord in repairing, remodelling or altering the Demised Premises to make same suitable for a new tenant, and (c) any and all other monies owed or damages resulting from such default. Tenant waives any claim Tenant may have to any rent obtained upon such reletting which may be in excess of the Rent required to be paid herein by Tenant.

(3) Perform such obligations (other than payment of Rent) on Tenant's behalf and charge the cost thereof to Tenant as additional Rent.

(4) The remedies provided for in subparagraph b of this paragraph 22.

(b) In addition to any statutory lien, but not in lieu thereof, Landlord shall have at all times a valid contractual lien and security interest for all rentals or other sums of money due or becoming due hereunder from Tenant upon all personal property of Tenant situated in the Demised Premises. Upon default by Tenant, Landlord may enter upon the Demised Premises and take possession of any and all personal property situated on the Demised Premises without liability for trespass or conversion and sell the same without notice of public or private sale, at which sale Landlord or his assignees may purchase such property.

(c) In the event of any act or omission by Landlord which would give the Tenant the right to terminate this Lease or to claim a partial or total eviction, Tenant will not exercise any such right until (a) Tenant has given Landlord written notice of such act or omission, (b) a reasonable period for remedying such act or omission shall have elapsed following the giving of such notice without the Landlord having commenced and continued to remedy such act or omission.

(d) In the event of any litigation arising out of enforcement of this Lease, the prevailing party in such litigation shall be entitled to recovery of all costs, including reasonable attorney's fees.

This Lease and the rights and obligations of the parties hereunder shall be construed in accordance with the internal substantive laws of the Commonwealth of Kentucky without regard to choice of law principles.

All parties to this Lease voluntarily and intentionally waive any right that they may have to a trial by jury in respect of any litigation arising from or connected with this Lease or any agreement made or contemplated to be made in connection with this Lease, or any course of dealing, course of conduct, statement or actions of any party in connection with this Lease. Furthermore, the parties agree that this section is a material inducement for Landlord to enter into this Lease.

Nothing in this paragraph 22 shall be construed as a Waiver of any of the Landlord's rights in connection with any bankruptcy or insolvency proceeding. All remedies herein provided for are cumulative and one is not in lieu of another.

23. Removal of Tenant's Property. If tenant neglects or refuses to remove all personal property belonging to Tenant from the Demised Premises immediately upon the termination or expiration of this Lease, Landlord may, at Landlord's option, remove same or any part thereof and store such property so removed without liability to Landlord for the loss thereof. Tenant will pay Landlord for any and all expenses incurred in removing and storing said effects, or Landlord may, at Landlord's option and without notice to Tenant, sell said effects or any of them for such price as Landlord deems best, and apply the proceeds of such sale to the payment of any amounts due Landlord from Tenant under this Lease, including the cost of removing, storing or selling said effects.

24. Assignment and Subletting. Tenant shall not have the right to assign this Lease or sublease the Demised Premises in whole or

in part without first obtaining the written consent of the Landlord, which consent Landlord can withhold in Landlord's sole discretion.

25. Priority of Lease.

(a) Landlord reserves the right to subject and subordinate this Lease to the lien of any mortgages now or hereafter placed upon Landlord's interest in the Building or in the Demised Premises, and, accordingly, Tenant shall execute and deliver such further instruments subjecting this Lease to the lien of any such mortgage as shall be required by any such mortgagee; provided, however, that any mortgagee shall agree that Tenant, performing Tenant's obligations hereunder, shall have quiet and peaceful possession of the Demised Premises pursuant to this Lease notwithstanding any default or breach of Landlord with reference to any such mortgage.

(b) In the event any person purchases or otherwise acquires any interest at any foreclosure sale and/or other proceedings under any such mortgage, that person shall continue this Lease in full force and effect in the same manner, and with like effect, as if such person had been named as Landlord, herein so long as Tenant is not in default under this lease, and Tenant hereby agrees to attorn to such person.

(c) Should Landlord, in connection with the mortgaging of the Demised Premises, execute a conditional assignment of rentals, Tenant shall execute an acceptance of such assignment, provided the assignment recognizes Tenant's rights hereunder.

(d) The term "mortgage" as used herein means any mortgage,

encumbrance, assignment, deed of trust or other transfer of the Demised Premises in whole or in part made as security for any indebtedness of Landlord; and the term "mortgagee" as used herein means any person to whom or for whose benefit any such mortgage of the Demised Premises has been made.

26. Estoppel Certificates. Tenant, from time to time at the request of Landlord, shall execute, acknowledge and deliver to Landlord a statement in writing certifying: (a) that this Lease is unmodified and in full force and effect (or if there has been any modification to the Lease that the Lease is in full force and effect as modified and stating the nature of the modification or modifications); and (b) that to the best of Tenant's knowledge, Landlord is not in default under this Lease (or if any such default exists the specific nature thereof and any amounts paid in advance by Tenant). It is expressly understood and agreed that any such statement delivered pursuant to this paragraph may be relied upon by (a) any prospective assignee, or any prospective purchaser of the Building, or (b) any mortgagee or lender (or prospective assignee of any mortgagee or lender) having as security the Building or any part thereof, or (c) any other third person having the right to rely on such statement.

27. Performance. Should Tenant fail to perform any covenant or condition required of Tenant, Landlord may perform same on behalf of Tenant, and if the performance thereof requires the expenditure of money, such expenditure by Landlord shall be considered as additional rent due and payable in the month following said expenditure by Landlord at the same time such month's rent is due

and payable.

28. Landlord's Right to Enter Upon Demised Premises. Landlord and/or Landlord's agents shall have the right to enter upon the Demised Premises, or any part thereof, at any and all reasonable times for the purpose of examining same or making repairs and maintenance required of Landlord hereunder. Tenant also agrees to permit Landlord and/or Landlord's agents to show the Demised Premises for the purposes of renting same, and to permit Landlord to place notices or signs on the Demised Premises offering the Demised Premises for rent within the last 120 days of the end of the primary term or renewal term as the case may be.

29. Waiver of Subrogation. The parties release each other and their respective agents, employees, customers, invitees and licensees from any claims of whatsoever kind and nature for damage to any person or to the Demised Premises and to the fixtures, personal property, and alterations of either Landlord or Tenant in or on the Demised Premises that are caused by or result from a risk insured against under any insurance policies carried by the parties and in force at the time of any such damage.

30. Waiver. Failure of Landlord or Tenant to insist upon prompt and strict performance of any of the terms, conditions or undertakings of this Lease, or to exercise any option herein conferred, in any one or more instances, except as to the option to renew the term, shall not be construed as a waiver of the same or any other term, condition, undertaking or option hereunder.

31. Parties Bound. The covenants, agreements, conditions and undertakings contained herein shall bind and inure to the benefit

of the respective successors and assigns of the parties hereto.

32. Captions. The captions of this Lease are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this Lease, nor in any way affect this Lease.

33. Number and Gender. All the terms and words used in this Lease, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number (singular or plural), any other gender (masculine, feminine or neuter), as the context or sense of this Lease or any paragraph or clause therein may require, the same as if such words had been fully and properly written in the number and gender.

34. Notices to Tenant. Any notice required to be given to Tenant under the terms of this Lease shall be mailed via registered or certified mail, return receipt requested, to

2265 HARRODSBURG RD SUITE 102, LEX, KY 40504

(Please fill in name & address), or to such other address as Tenant may furnish to Landlord in writing.

35. Notices to Landlord. All rental herein reserved to Landlord shall be paid to Landlord at, and any notice required to be given to Landlord under the terms of this Lease, including without limitation any written notice provided for in Paragraph 5b, shall be mailed via registered or certified mail, return receipt requested, to Ronald C. Switzer, 811 Corporate Drive, Lexington, Kentucky 40503, or to such other address as Landlord may furnish to Tenant in writing. Any notice that does not comply

with the provisions of this paragraph shall not be effective.

36. Entire Agreement. This Lease contains the entire agreement between the parties hereto and no representations, inducements, promises, or agreements, oral or otherwise, made prior to the execution of this Lease, shall alter or affect the covenants, agreements and undertakings herein set forth.

37. Holdover. If Tenant remains in possession of the Demised Premises after the expiration of this Lease and without the execution of a new lease ("Holdover Period"), then Tenant shall be deemed to be occupying the Demised Premises as a month-to-month Tenant upon the same terms and conditions contained in this Lease, except the amount of rent shall be as provided hereinbelow and the lease shall be terminable by either party on thirty (30) days notice to the other party. The rent for each month during the Holdover Period shall be 150% the amount of rent due for the last month immediately preceding the beginning of the Holdover Period. Such increase in rental shall be deemed to be liquidated damages for tenant's occupancy during the Holdover Period and shall not be deemed a penalty.

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

39. Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed on accord and satisfaction; and Landlord may accept

such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

40. No Partnership. Landlord does not in any way for any purposes become a partner of Tenant in the conduct of Tenant's business or otherwise, or a joint venturer, or a member of a joint enterprise with Tenant.

41. Security Deposit. Upon the execution of this Lease, Tenant has paid Landlord a Security Deposit in the amount of **$3600** to be held to guarantee the faithful and timely performance by Tenant of all of Tenant's obligations under this Lease. Any interest earned thereon shall be the property of Landlord. Unless and until Tenant is in default with respect to any provision hereof, the Security Deposit shall be the property of Tenant. If Tenant defaults with respect to any provision of this Lease, Landlord may expend the whole or any part of the Security Deposit for the payment of any amount which Landlord may expend by reason of such default. If any portion or all of the Security Deposit is so used, Tenant shall, within ten (10) days after demand therefore, deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount and failure to do so shall be a breach of this Lease. If Tenant shall not be in default under this Lease, the Security Deposit shall be returned to Tenant at the end of the Term (Primary Term or applicable renewal term as the case may be); provided, that Landlord may retain the Security Deposit until such time as all amounts due from Tenant hereunder have been paid in full. If the Building is transferred, Landlord

may pay over the Security Deposit to Landlord's transferee to be held under the terms of this Lease and Landlord shall be released from all liability for the return of the Security Deposit. Under no circumstances shall the Security Deposit be interpreted as being part of the Rent.

42. Guaranty. Bluegrass Council of the Blind Inc will guarantee the Lease.

43. Fit-up. Tenant is taking the space as shown on exhibit A and the changes shown will be priced and paid by the Tenant. Landlord will pay to Tenant $5,289 toward fitup to Bluegrass Council of the Blind, Inc.

44. Right of First Refusal. Tenant has the right of first refusal for space on the first floor. Tenant will have two days to decide if they want the space.

45. Tenant Use. Tenant can use microwaves in their training to clients but need to limit any food smells outside their unit. Tenant can hang pictures and plaques. Tenant can use a company name and suite number with braille for their suite. Tenant can have training classes in their suite.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed as of the day and year first above written.

LANDLORD:

LANDLORD WITNESS (SIGN HERE)

SWITZER FAMILY LTD. - 2265

TENANT:
Bluegrass Council of the Blind, Inc.

Signature

TENANT WITNESS (SIGN HERE)

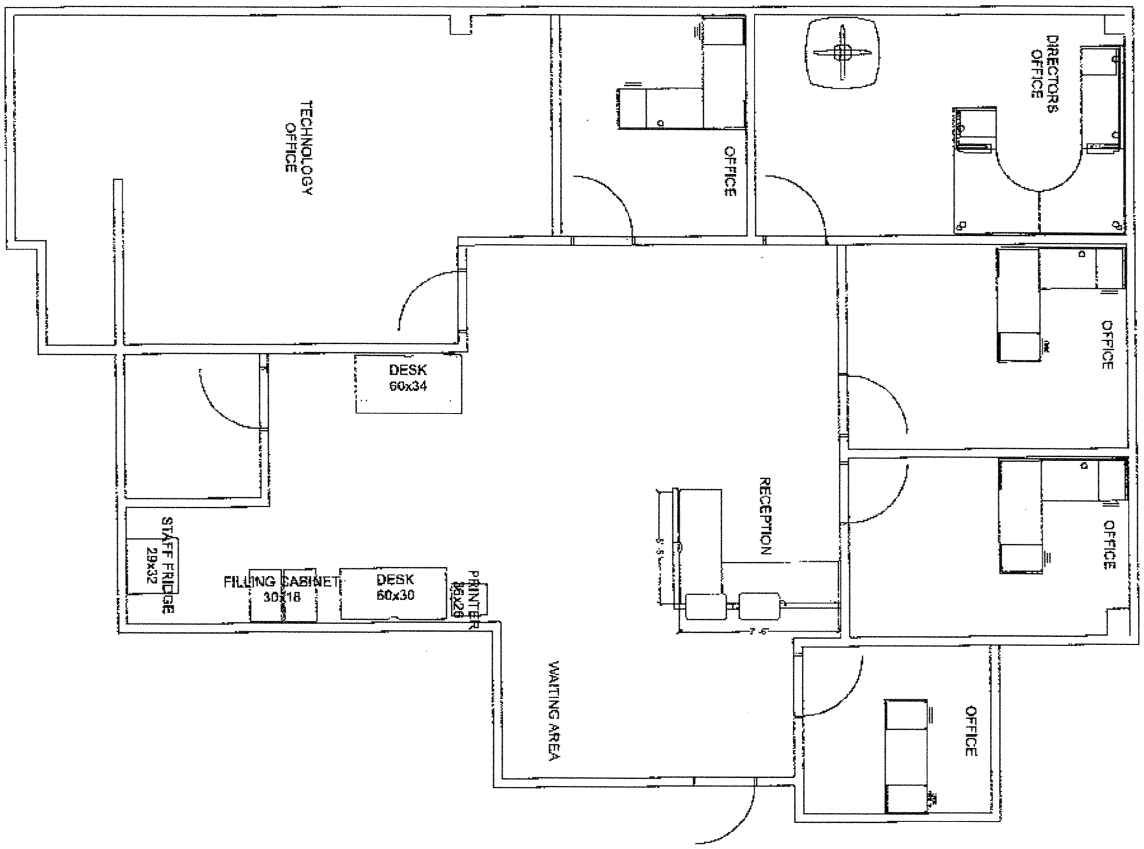
TENANT WITNESS (PRINT HERE)

EXHIBIT A (1 of 2)

BLUEGRASS COUNCIL OF THE BLIND

SUITE 102 - PRELIMINARY OVERVIEW

HARRODSBURG RD



Scale:3/8" = 1'

PROJ#	9630
SHEET	1/2
SCALE	See Drawing
CONSULTANT	E. ATTIG
DESIGNER	ACB
CUSTOMER #	ORICOD
ORDER #	
DATE	1/3/2023

BLUEGRASS COUNCIL
OF THE BLIND
2265 HARRODSBURG RD
Lexington, Kentucky

FLOOR PLAN

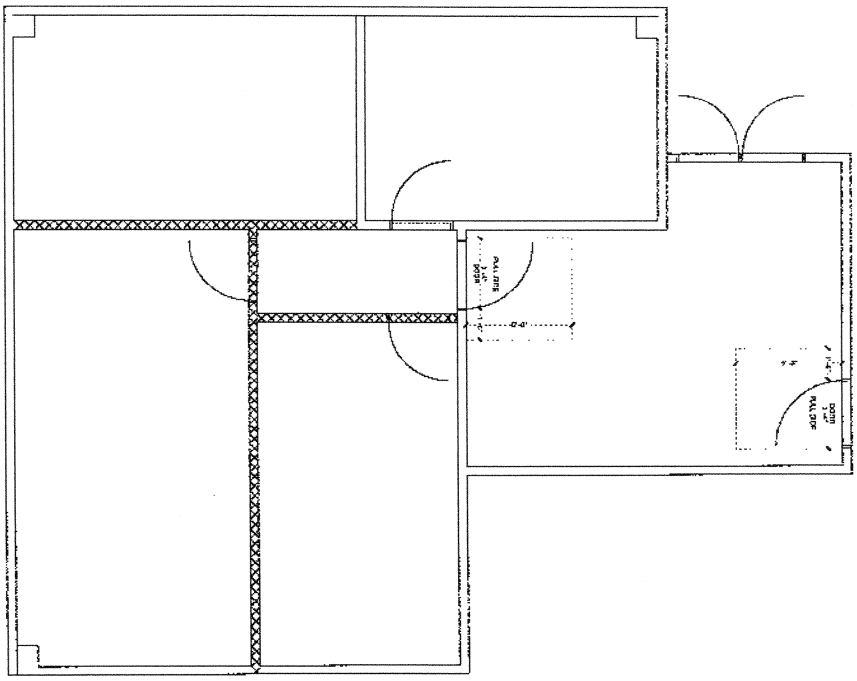
REV	DESCRIPTION	DWN	DATE
1		ACB	1/3/2023
2		ACB	1/3/2023

EXHIBIT A (2 OF 2)

BLUEGRASS COUNCIL OF THE BLIND

SUITE 103 - PRELIMINARY OVERVIEW

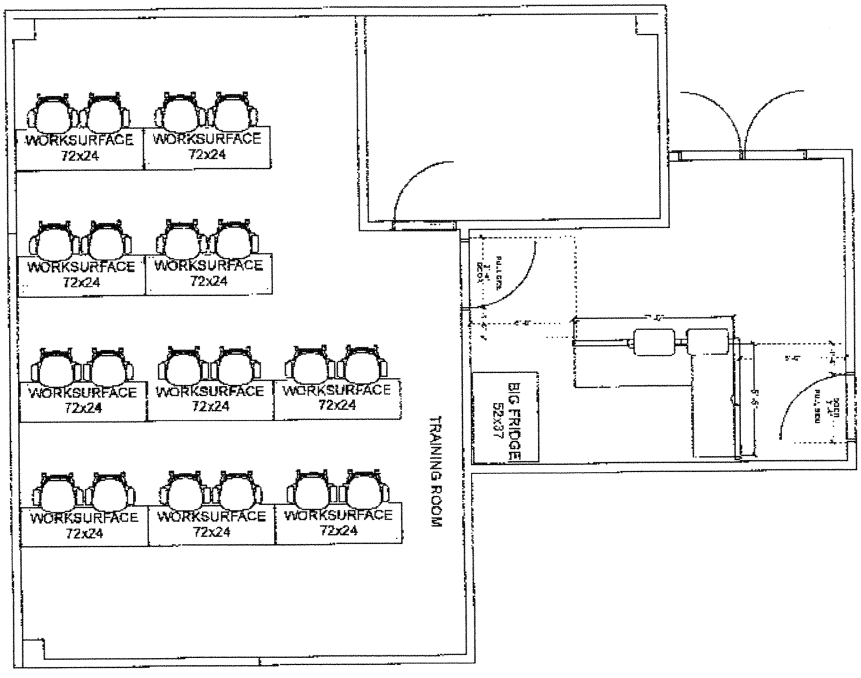
HARRODSBURG RD



Scale 3/8" = 1'

EXISTING WALLS

DEMOLISHED WALLS



Scale 3/8" = 1'

SCALE	See Drawing
DESIGNER	E.ATTIG
DESIGNER	ACS
CUSTOMER	ORSCOD
ORDER #	
DATE	1/3/2023

PROJECT 9530

SHEET 2/2

BLUEGRASS COUNCIL
OF THE BLIND
2265 HARRODSBURG RD
Lexington, Kentucky

FLOOR PLAN

REV	DESCRIPTION	DWN	DATE
1		AC	1/12/2023
2		AC	1/17/2023

EXHIBIT "B"

RENTAL RENEWAL TERM

The annual and monthly rentals for each year of the renewal term(s) are set forth below. During each year of such renewal term(s) the monthly rental shall be paid, in advance, on the first day of each and every calendar month during each of said years.

	Annual Rental	Monthly Rental
Year 1	$46,761.12	$3896.76
Year 2	$47,696.28	$3974.69
Year 3	$48,650.28	$4054.19

EXHIBIT "C"

RULES AND REGULATIONS

The following rules and regulations are prescribed by Landlord for the general safety, security, and benefit of all occupants of the Building. Landlord shall at all times have the right to control and operate the common areas and public portions of the Building in such manner as Landlord deems best.

1. The sidewalks, entrances, passages, elevators, vestibules, stairways, corridors or halls shall not be obstructed by Tenant or used for any purpose other than ingress and egress to and from the Demised Premises. Equipment, furniture, or supplies to be delivered to the Demised Premises shall be delivered using elevators and passageways designated for such purpose by Landlord and only during hours and in a manner approved by Landlord.

2. No awnings, antenna or other projections shall be permitted on the outside of the Building and no curtains, blinds, shades, screens or lights shall be attached to or hung in, or used in connection with any window or door of the Demised Premises, without the prior written approval of the Landlord.

3. Landlord shall have the right to control and operate the public portions of the Building and the public facilities, as well as facilities furnished for the common use of the tenants, in such manner as Landlord deems best for the benefit of the tenants generally. No tenant shall invite to the Demised Premises, or permit the visit of persons in such numbers or under such conditions as to interfere with the use and enjoyment of the entrances, corridors, elevators and facilities of the Building by other tenants. Tenant shall in no way obstruct the sidewalks, entry passages, pedestrian passageways, driveways, entrances and exits; they shall use them only as ingress to and egress from their work areas.

4. No showcases or other articles shall be put in front or affixed to any part of the exterior of the Building, nor placed in the windows, corridors, corridor walls or vestibules without the prior written consent of the Landlord.

5. Canvassing, soliciting or peddling in the Building is prohibited and each tenant shall cooperate to prevent same.

6. Tenant shall not advertise the business, profession or activities of Tenant in any manner which violates the letter or spirit of any code of ethics adopted by any recognized association or organization pertaining thereto or use the name of the Building for any purpose other than

that of the business address of the Tenant.

7. Tenant shall not attach or permit to be attach additional locks or similar devices to any door, transom or window of the Demised Premises; change existing locks or the mechanism thereof; or make or permit to be made any keys for any door thereof other than those provided by Landlord. (If more than two keys for one lock are desired, Landlord will provide them upon payment therefor by Tenant.) Tenant, on termination of Tenant's tenancy, shall deliver to Landlord the keys of offices, rooms and toilet rooms that were furnished to Tenant or that Tenant has made. In case of loss of any keys furnished by Landlord, Tenant shall pay Landlord for them.

8. Tenant shall not mark, paint, drill into or in any way deface any part of the Demised Premises or the Building including, but not limited to, any walls, partitions, doors or windows. No boring, cutting or stringing of wires shall be permitted, except with the prior written consent of the Landlord, and as the Landlord may direct.

9. Tenant shall not permit any unusual or objectionable odors or gases to be produced upon or permeate from the Demised Premises.

10. Tenant shall not make, nor permit Tenant's employees, agents or invitees to make any unseemly or disturbing noises or vibrations, nor disturb nor interfere with occupants of this or neighboring buildings or premises or those having business with them, whether by the use of any musical instruments, recording device, radio, equipment or in any other way.

11. Tenant agrees that Tenant shall not willfully do or omit to do any act or thing which shall discriminate or segregate upon the basis of race, color, sex, creed or national origin in the use and occupancy or in any subleasing or subletting in the Demised Premises.

12. Freight, furniture or bulky matter of any description shall be delivered or removed only during the hours which Landlord may determine from time to time. The Landlord reserves the right to inspect all freight to be brought into the Building and to exclude from the Building all freight which violates any of these rules and regulations of the Lease.

13. Landlord shall have the right to prohibit any advertising by an tenant which, in Landlord's opinion, tends to impair the reputation of the Building or its desirability as a building for offices, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising. Tenant shall not, in Tenant's advertising or

other publicity, without prior written consent of Landlord, use the name of the Building or use pictures or illustrations of the Building.

14. Tenant shall not carry on or permit to be carried upon said Demised Premises or any part thereof any immoral or illegal business, gambling, the selling of pools, lotteries or any business that is prohibited by law.

15. Landlord shall provide Tenant with directory information strips identifying Tenant in the Building directory located on the ground floor of the Building.

16. Tenant and Tenant's authorized representatives or invitees shall not throw cigar or cigarette butts or other substances of litter of any kind in or about the Building, except in receptacles placed in it for that purpose.

17. The toilet rooms, toilets, urinals, washbowls, and other apparatus available to Tenant shall not be used for any purpose other than that for which they were constructed. No foreign substance of any kind (including sanitary napkins, etc.), shall be thrown into them, and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be paid by the Tenant (or Tenant's authorized representative or invitee) that has caused it.

18. Landlord reserves the right to close and keep locked all entrance and exit doors of the Building on Saturdays, Sundays and legal holidays, and on other days, between the hours of 6 p.m. and 7 a.m. of the following day, and during such other hours as Landlord deems advisable for the adequate protection of the Building and the property of Landlord's tenants. If Tenant uses the Demised Premises when the Building is closed and locked, Tenant shall see that the doors of the Demised Premises and the entry doors of the Building are closed and securely locked upon leaving the Building. Tenant must observe strict care that all water faucets or water apparatus have been entirely shut off before Tenant or Tenant's authorized representatives or invitees leave the Building, and that all electricity has been carefully shut off, so as to prevent waste or damage.

19. Landlord agrees that these rules and regulations shall be enforced against all tenants in a nondiscriminatory manner. Tenant shall be deemed to have read these rules and to have agreed to abide by them as a condition to Tenant's occupancy of the Demised Premises.

20. Utilities, heat and air-conditioning of the Building and Demised Premises shall be provided subject to the following limitations and those provided elsewhere in this Lease:

a. Waste and unnecessary use of water, electricity and other utilities is prohibited.

b. All thermostat shall be set no higher nor lower than that allowed by Federal, State and/or local regulations, and Landlord hereby expressly reserves the right to reasonably require, from time to time, that all thermostats be set at levels other than as specified herein which Landlord, in Landlord's judgment, determines to be in keeping with sound energy management and conservation and in keeping with any then existing energy policies.

c. Landlord shall provide heat and air-conditioning service to the Building and Demised Premises during business hours of 8:00 A.M. to 6:00 P.M. Monday through Saturday.

21. No smoking shall be allowed in or about the sidewalks, entrances, passages, elevators, vestibules, stairways, corridors, halls or other common areas of the Building or demised space.

22. Tenant nor their customers are permitted to have any pets on the premises at any time. The only exception being assistance animals for the blind.

23. Landlord reserves the right by written notice to Tenant, to rescind, alter or waive any rule or regulation at any time prescribed for the Building when, in the Landlord's judgment, it is necessary, desirable or proper for the best interest of the Building and its tenants.

EXHIBIT "C" APPROVED:

1/25/23
Date

Switzer Family, Ltd. - 2265
Landlord

Date

Tenant

EXHIBIT "D"

Scope of Tenant's Work:

Demo walls and flooring as described in plans.

Frame in new walls as described in plans.

Drywall repairs as needed.

Paint both office areas.

Replace floor in Suite 103.

Install cabinets as described in plans. Includes shelving for technology center per plans.

Change light switches to dimmers and move lights as needed. Includes running cat 6 to both offices.

Add side lights to doors.

On the below plans, the tenant has decided not to follow thru with building out the reception office. That will remain an office, and reception will be in the front room beside that suite.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
COMMUNITY PROJECT AGREEMENT

THIS COMMUNITY PROJECT AGREEMENT ("Agreement") is made and entered into on the _____ day of _____ 202___, 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.

W I T N E S S E T H

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.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

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, Mayor

ATTEST:

_____
Clerk of the Urban County Council

GREENHOUSE17, INC.

BY: _____
DARLENE THOMAS, Executive Director

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this the _____ day of _____, 202___, by _____, a Kentucky nonprofit organization.

My commission expires: _____

Commission number: _____

_____
Notary Public, State-at-Large, Kentucky

EXHIBIT A

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

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."

Continued on next page

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

Further, Affiant sayeth naught.

_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 20__.

My Commission expires: _____

_____
NOTARY PUBLIC, STATE AT LARGE

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

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Section 503 of the Rehabilitation Act of 1973 states:

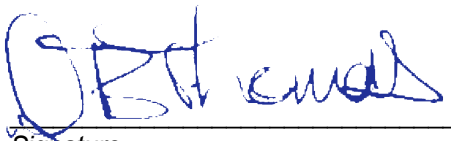
  The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

****

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

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



_____ GREENHOUSE17 INC _____

Signature *Name of Business*

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, safely 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.

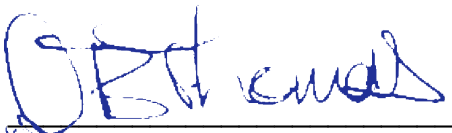
16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern 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.

00548704

Lexington-Fayette Urban County Government
Request for Proposals

Nonprofit Capital Grant Program
Facility Improvements
Scope of Work

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

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

- **NOTE: Agencies who received funding from 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.
   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	*Mechanical, Electrical and Plumbing*
B. Exterior	*Roofing, Windows, Gutters, Masonry, Siding*
C. Interior	*Flooring, Walls, Ceilings, Lighting*
D. Property Site	*Acquisition of Property, Parking, Sidewalks, Lighting, Utilities, Signage*
E. Environmental Remediation	*Asbestos, Lead Paint, Air Quality*

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
   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.

<u>Attachments</u>

- 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

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[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.

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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

Fire Panel Bid (Johnson Controls) 6

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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 *(standard)*	$ 601,159	$ -	$ -	$ 90,174	**$ 691,333**	**14%**
KY General Fund *(extra)*	$ 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 *(VOCA)* 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 *(Violence Against Women Act)* STOP Formula Grant	$ -	$ 43,478	$ -	$ 6,522	**$ 50,000**	**1%**
LFUCG HUD Emergency Solutions Grant *(shelter)*	$ -	$ 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 *(Supportive Services Only)*	$ -	$ 42,377	$ -	$ -	**$ 42,377**	**1%**
BRASS HUD DVBI Subcontract	$ -	$ 133,437	$ -	$ 20,015	**$ 153,452**	**3%**
LFUCG Extended Social Resources *(shelter)*	$ -	$ -	$ 190,000	$ -	**$ 190,000**	**4%**
LFUCG Extended Social Resources *(food/nutrition)*	$ -	$ -	$ 40,000	$ -	**$ 40,000**	**1%**
LFUCG Extended Social Resources *(wellness/safety)*	$ -	$ -	$ 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 Applachian 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 Fundng	$ -	$ -	$ -	$ -	**$ -**	**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.

Green House17

Nurturing lives
harmed by intimate partner abuse.

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

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

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.

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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

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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.

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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

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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**

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

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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**	PROJECT:	Green House 17
TO:	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**

Description of Services:
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**

Description of Services:
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**

Description of Services:
Prep and paint walls and door frames in 11 resident rooms

4. Resident Four Plex Units **$2,595.00**

Description of Services:
Prep and paint walls and frames in 4 units

5. ADA Bathrooms **$675.00**

Description of Services:
Prep and paint walls, frames and ceilings in 2 bathrooms.

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 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′ 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 _____
President

APPROVED AS TO FORM & LEGALITY:

_____
Andy Crocker, Attorney
Legal and Legislative Services

CERTIFICATE OF ACKNOWLEDGEMENT

COMMONWEALTH OF KENTUCKY)
) SCT.
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 John P. McCarty, Secretary of the Finance and Administration Cabinet, on behalf of the Cabinet, this 27th day of January, 1998.

My commission expires: June 1, 2000

Melissa S. Mills
NOTARY PUBLIC, KENTUCKY,
STATE AT LARGE

COMMONWEALTH OF KENTUCKY)
) SCT.
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 Genie Hart, President of the Mary G. Copeland Foundation, Inc., on behalf of the corporation, this 27th day of January, 1998.

My commission expires: 3/11/99

NOTARY PUBLIC

John D. Sallee
NOTARY PUBLIC,
STATE AT LARGE

THE FOREGOING LEASE AGREEMENT IS HEREBY APPROVED:

Paul E. Patton
Paul E. Patton, Governor
Commonwealth of Kentucky

EXAMINED:

Michael T. Alexander
Counsel to the Governor

109MGCF.AG
CGW048

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

Donald W Blevins

By: Marcia DERR, dc

199802180145

February 18, 1998 11:07:32 AM

Fees $17.00 Tax $.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: Mike Burnside
CABINET FOR HEALTH AND FAMILY SERVICES

BLUEGRASS:

BLUEGRASS DOMESTIC VIOLENCE PROGRAM, INC.

BY: Darlene Thomas

Darlene Thomas
(PRINTED NAME)

COMMONWEALTH OF KENTUCKY:

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

DATE: 7/8/05

EXAMINED:

Patrick McGee
PATRICK MCGEE
, ASSISTANT GENERAL COUNSEL
OFFICE OF LEGAL SERVICES FOR
FINANCE & ADMINSTRATION CABINET

APPROVED:

Ernie Fletcher
ERNIE FLETCHER
GOVERNOR

DATE: _____

COUNSEL TO GOVERNOR:

James L. Deckard

CERTIFICATE OF ACKNOWLEDGEMENT

COMMONWEALTH OF KENTUCKY)
) SCT.
COUNTY OF FRANKLIN)

I, the undersigned, certify that the foregoing Assignment and Amendment was produced before me in my said County and State and duly acknowledged and sworn to my by Robbie Rudolph, Secretary of the Finance and Administration Cabinet, on behalf of the Cabinet, this 8th day of ~~June~~ July, 2005.

My commission expires: April 8, 2008

Debra B. Brewer
NOTARY PUBLIC, KENTUCKY
STATE AT LARGE

COMMONWEALTH OF KENTUCKY)
) SCT.
COUNTY OF FAYETTE)

I, the undersigned, certify that the foregoing Assignment and Amendment was produced before me in my said County and State and duly acknowledged and sworn to me by Ernie Fletcher, Governor of the Commonwealth of Kentucky, this 15th day of ~~June~~ July, 2005.

My commission expires: 1-23-06

Margaret Brownell
NOTARY PUBLIC, KENTUCKY
STATE AT LARGE

1000536_1

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
2417 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 4060[illegible]

Notice to Lessee: Mary G. Copeland Foundation, Inc.
Genie 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

LESSEE:

MARY G. COPELAND FOUNDATION, INC.

BY: Steve H. Hall

ITS: President

APPROVED AS TO FORM & LEGALITY:

Boyce D. Crocker

Attorney
Office of Legal and Legislative Services

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF KENTUCKY)
) SCT.
COUNTY OF FRANKLIN)

I, the undersigned, certify that the foregoing First Amendment to Lease Agreement was produced before me and duly acknowledged and sworn to by John P. McCarty, as Secretary of the Finance & Administration Cabinet, on behalf of the Commonwealth of Kentucky, this 3rd day of May, 1999.

My commission expires: April 11, 2003

Mary Linda Hammond

Notary Public, Kentucky
State at Large

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

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.

Donald W Blevins

By: Doug BRADLEY, dc

199905120330

May 12, 1999 15:56:37 PM

Fees $20.00 Tax $.00

Total Paid $20.00

THIS IS THE LAST PAGE OF THE DOCUMENT

8 Pages

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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
Karen Powell
ATTORNEY
FINANCE & ADMINSTRATION CABINET

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

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

MARY G. COPELAND FOUNDATION, INC.

By: Jessie A. Hart
Title: President
("Assignor")

BELLEWOOD PRESBYTERIAN HOME FOR CHILDREN, INC.

By: Greg Mathews
Title: President / CEO
("Assignee")

The foregoing instrument was prepared by:

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.

Vicki J. 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) Notary Public

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 1st 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 _____.

(Seal) Notary Public

Rec. 2/22/00 @ 10:52:20pm
DB 2112-645
Doc#200002220172

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.

Robbi Hanson
Notary Public

(Seal)

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 3/26/02.

Notary Public

(Seal)

The foregoing instrument was prepared by:

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.

Notary Public, State-at-Large

My Commission expires: 8/30/2010.

The foregoing lease agreement is hereby approved:

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

-$628

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.

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:

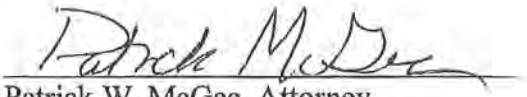
Patrick McGee, Attorney
Finance and Administration Cabinet

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.

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 22 12 58 PM '05

REAL P[illegible]

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: Mike Burnside
CABINET FOR HEALTH AND FAMILY SERVICES

BLUEGRASS:

BLUEGRASS DOMESTIC VIOLENCE PROGRAM, INC.

BY: Darlene Thomas
Darlene Thomas
(PRINTED NAME)

COMMONWEALTH OF KENTUCKY:

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

DATE: 7/8/05

EXAMINED:

Patrick McGee
PATRICK MCGEE
, ASSISTANT GENERAL COUNSEL
OFFICE OF LEGAL SERVICES FOR
FINANCE & ADMINSTRATION CABINET

APPROVED:

Ernie Fletcher
ERNIE FLETCHER
GOVERNOR

DATE: _____

COUNSEL TO GOVERNOR:

James L. Deckard

CERTIFICATE OF ACKNOWLEDGEMENT

COMMONWEALTH OF KENTUCKY)
) SCT.
COUNTY OF FRANKLIN)

I, the undersigned, certify that the foregoing Assignment and Amendment was produced before me in my said County and State and duly acknowledged and sworn to my by Robbie Rudolph, Secretary of the Finance and Administration Cabinet, on behalf of the Cabinet, this 8th day of ~~June~~ July, 2005.

My commission expires: April 8, 2008

Debra B. Brewer
NOTARY PUBLIC, KENTUCKY
STATE AT LARGE

COMMONWEALTH OF KENTUCKY)
) SCT.
COUNTY OF FAYETTE)

I, the undersigned, certify that the foregoing Assignment and Amendment was produced before me in my said County and State and duly acknowledged and sworn to me by Ernie Fletcher, Governor of the Commonwealth of Kentucky, this 15th day of ~~June~~ July, 2005.

My commission expires: 7-23-06

Nancy E Brownell
NOTARY PUBLIC, KENTUCKY
STATE AT LARGE

1000536_1

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 STAHER

(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.

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

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 22ND day of October, 2009.

Notary Public, State-at-Large

My Commission expires: 4/10/11.

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

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 22ND day of October, 2009.

Notary Public, State-at-Large

My Commission expires: 4/10/11.

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, Governor
Commonwealth of Kentucky

Approved as to form and legality:

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
COMMUNITY PROJECT AGREEMENT

THIS COMMUNITY PROJECT AGREEMENT ("Agreement") is made and entered into on the _____ day of _____ 202___, by and between the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and LEXINGTON CHILDREN'S THEATRE, a Kentucky nonprofit corporation ("Organization"), with offices located at 418 WEST SHORT STREET, LEXINGTON, KENTUCKY 40507.

W I T N E S S E T H

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 418 WEST SHORT STREET, 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 Seventy Thousand Dollars ($70,000.00) ("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) Roof Replacement	1) $70,000.00	1) FACILITIES IMPROVEMENT

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:
Jeremy Paul Kisling, Producing Artistic Director
Lexington Children's Museum
418 West Short Street
Lexington, KY 40507

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.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

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, Mayor

ATTEST:

_____
Clerk of the Urban County Council

LEXINGTON CHILDREN'S MUSEUM

BY: _____
JEREMY PAUL KISLING, Executive Director

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this the _____ day of _____, 202___, by _____, a Kentucky nonprofit organization.

My commission expires: _____

Commission number: _____

_____
Notary Public, State-at-Large, Kentucky

EXHIBIT A

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

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, Ashlee Collins, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Ashlee Collins and he/she is the individual submitting the proposal or is the authorized representative of Lexington Childrens Theatre, the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

_____

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Aaron Beagle on this the _____ day of October 6, 2025.

My Commission expires: _____

Beagle

NOTARY PUBLIC, STATE AT LARGE

AARON BEAGLE
NOTARY PUBLIC
STATE AT LARGE
KENTUCKY
COMMISSION # KYNP89506
MY COMMISSION EXPIRES JULY 11, 2028

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Section 503 of the Rehabilitation Act of 1973 states:

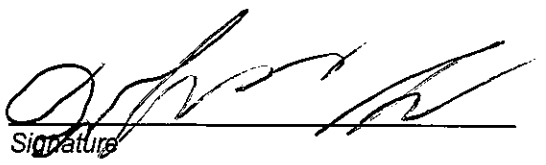
  The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

****

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

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



Signature

Lexington Children's Theatre

Name of Business

Firm Submitting Proposal: Lexington Childrens Theatre

Complete Address: 418 W. Short St. Lexington 40507
Street City Zip

Contact Name: Ashlee Collins Title: Development Director

Telephone Number: 859-254-4546 ext 230 Fax Number: X

Email address: acollins@lctonstage.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, safely 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.

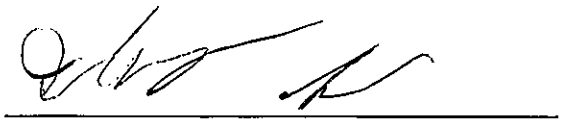
16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern 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

10/6/25

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.

00548704

EXHIBIT B

Response to Request for Proposal

PROPOSAL SUBMITTAL COVER SHEET

Agency Information

Agency Name: Lexington Children's Theatre

Mailing Address: 418 West Short Street, Lexington KY 40507

Street Address: 418 West Short Street, Lexington KY 40507

Phone: (859) 254 - 4546

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)*:
Jeremy Paul Kisling, Producing Artistic Director, 859-254-4546, jkisling@lctonstage.org

Person Completing Application *(Name, Title, Phone, Email):*
Ashlee Collins, Development Director, 859-254-4546, acollins@lctonstage.org

Project Information

Funding Requested by Project, if bundling multiple Projects:

Project: Roof replacement Facility Improvement project — Request $ 70,000

Project: _____ Facility Improvement project — Request $ _____

Project: _____ Facility Improvement project — Request $ _____

Project: _____ Facility Improvement project — Request $ _____

Total Funding Amount Requested: $ 70,000

- **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.**

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

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

1. **Facility Improvement location is located in Fayette County and Operational Investments must be for the purpose of serving Fayette County residents with these grant funds**
2. **Be in good standing with the Kentucky Secretary of State**
3. **Responders shall be registered and have a current, complete Gold Seal of Transparency or higher-level agency portrait on GuideStar.org**
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**

Funds provided by LFUCG will benefit young people and families in our downtown Lexington facility. LCT is in good standing with Kentucky's Secretary of State and has a Gold Seal of Approval from Guidestar. Funds will not be used to teach, advance, advocate or promote any religion, and we will comply with all applicable local, state, and federal laws.

Lexington Children's Theatre (LCT), located in downtown Lexington is a fully professional, non-profit organization dedicated to the intellectual and cultural enrichment of young people. Our mission is to create imaginative and compelling theatre experiences for young people and families. Founded in 1938, LCT is one of the oldest continuously operating theatres for young people in the nation and is the State Children's Theatre of Kentucky, a distinction granted to LCT by the Kentucky Legislature in 1986.

Annually, LCT serves approximately 16,000 children in Fayette County and an additional 45,000 throughout the Commonwealth through our Main Stage performances, Education Department, Touring Productions, and Satellite Theatre based in Eastern Kentucky. Through these programs, LCT's goal is to inspire and educate people regardless of geographic or economic barrier.

LCT has several programs which directly engage low income, underserved, or

marginalized Fayette County residents. LCT's Family Pay What You Will program allows underserved young people and families to attend a performance at any rate they are comfortable paying.

Student Matinee tickets are offered for free for students who attend Title One Schools through the Discover More Series, supported by PNC. In the past 2 years, 400 students have benefitted from these subsidized ticket sales. Scholarships for camps and classes are available for those families who request financial assistance. In the 2024-2025 season, at least 25 students in Fayette received subsidies to attend Theatre school camps.

LCT also makes all performances accessible to individuals with disabilities, aiding as needed through accessible seating, sign language interpreters, large print programs, audio description, and a "quiet room" with a live feed from the stage for those with autism or sensory disorders. We also offer several "Sensory Friendly" performances each year for young people with special needs. The sensory friendly lending library shares headphones, fidget toys and sunglasses for those who may be overstimulated by the production. Our building and restroom facilities are fully handicapped accessible.

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**

Lexington Children's Theatre (LCT) is seeking funding to replace our roof. Built in 1920 and purchased by the theatre in 1996, LCT's building is an asset to the cityscape of downtown Lexington. As we own our building outright, all repairs, major and minor, must be self-funded. Our current roof was installed in 1998 and is in dire need of replacement. Repairs were completed in spring 2025, but we have been advised the roof has exceeded its useful life.

At over 13,000 square feet, the cost of replacing LCT's roof is prohibitive and cannot be absorbed into our annual budget. Included in the scope of work is the following:

- Removing existing roofing materials and disposing safely
- Pressure washing and cleaning

- Making necessary infrastructure repairs prior to replacement
- Possible replacement of any potentially damaged insulation
- Replacement of rubber membrane
- Application of a primed base coat with embedded Permafab Reinforcement.
- Application of topcoat

Replacement of the roof is necessary for several reasons. Leaks lead to wet patches throughout our theatre, which pose health and safety hazards for our staff, performers and patrons (see attached photos provided). LCT has programming in the building year-round with theatre school, camps and classes, school and public performances, and teen acting company programs. The health and safety of our patrons is of the utmost importance for the thousands of young people and families who attend and participate in our programming every year.

Additionally, other organizations use our building throughout the year, including Leadership Lexington, local schools and preschools, and other arts organizations which don't have their own performance space. Props, costumes, and scenic elements can suffer water damage, leading to extra costs and staff time for repair or replacement. Leaks can also lead to damaged flooring, walls, and fixtures, again leading to additional expense for cleanup and repairs.

Funding from this grant will allow the theatre to focus on programming which meets the needs of our students and patrons, instead of cleaning up messes. LCT will follow all guidelines for permits, public safety and traffic mitigation as required by the city of Lexington.

Section 3: Applicant Capacity for Project and Meeting ARPA Requirements

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

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

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

Jeremy Kisling, Producing Artistic Director, will oversee this grant. Mr. Kisling has worked for LCT for over 25 years and is the chief executive of the organization. He has

extensive knowledge of the building and has overseen past roof repairs. He has spoken to all contractors who have submitted bids and reviewed their capabilities to successfully execute the project. All contractors have extensive experience in commercial roofing and know the complexities of working on this third story enclosed space. LCT has checked contractor references and Better Business Bureau ratings of those who have submitted bids (Tri-State Roofing, Bri-Den Roofing, and TremCo Roofing bids attached).

LCT has extensive experience in writing, administering, and overseeing grant projects, including Federal grants (National Endowment for the Arts, The Kennedy Center's VSA Program, Shuttered Venues Operators grant), State grants (the Kentucky Arts Council, Kentucky Humanities Council), City grants (Extended Social Resource grant), as well as foundation and corporate grants such as LexArts and Keeneland.

Mr. Kisling will work together with other LCT staff, including Managing Director Jeff Sachs and Development Director Ashlee Collins to ensure that LCT complies with all stated grant requirements, including oversight, compliance, execution and reporting. LCT carries appropriate building and liability insurance.

When the roof is replaced, LCT will ensure that all children, patrons and staff remain safe. We will schedule the work for minimal disruption to programming. If the sidewalk on short street needs to temporarily close, the theatre can be accessed through the Victoria Square atrium on Broadway.

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**

For minimal disruption to existing programming, the roof replacement would likely occur in May or September 2026, well before the April 2027 deadline. This lead time will allow LCT to lock in a schedule with the selected contractor. The contractors have advised us the work will take approximately three weeks to complete. One week for removal and preparation, one week for installation and a third week for follow up/minor details.

Since this project will be completed by an outside commercial roofing specialist, LCT's staff will be involved in a supervisory capacity only. As noted above, Jeremy Kisling, Jeff Sachs and Ashlee Collins will all be involved in the execution and supervision of this project.

Funding from LFUCG will not cover the entire amount for the roof replacement. LCT is confident we can fund the remainder. Lexington Children's Theatre is currently executing a capital campaign to complete needed infrastructure projects. We have

raised approximately $285,000 of our $1 million goal raised, including actual gifts and pledges due in 2026. The campaign started with a gift of $134,000 from the estate of Alexandra Simpson. LCT's Capital Campaign Committee has over 50 active foundation and private donor proposals in progress in the $10,000 to $50,000 range. Please see attachments for further information regarding financial capacity.

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 ine item Budgets for each Grant Project requested and the Agency Budget**

Lexington Children's Theatre requests $70,000 for this project. Please review the attached bids from Tri State Roofing, Tremco and Bri Den Roofing. Each of these bids are for complete replacement as we have been advised it is not feasible to continue repairing the existing roof which is over 25 years old. We will select the company which has the best cost benefit and warranty.

The total budgeted cost is $$175,000- allowing for an anticipated inflationary rate of 2.8%. The bids cover all expenses including labor, materials, removal, disposal, crane rentals, street closures, etc. so no additional construction costs are anticipated. By securing three bids from reputable commercial roofing companies, we believe these costs are reasonable and customary for the Lexington market.

As requested, please see the attached board approved LCT budget for July 1, 2025 through June 30, 2026. A replacement roof is not currently in this budget, pending securing necessary funds. The board of directors would vote to proceed with the project when complete funds are available.

Thank you for considering Lexington Children's Theatre for this funding opportunity. Please let us know if you have any questions or if we can provide further information.

LEXINGTON CHILDREN'S THEATRE ROOF REPLACEMENT BUDGET

Bid 1: Tri State $164,000.00
Bid 2: Bri Den $209,000 - $229,000
Bid 3: Tremco $160,000 - $195,000
Other Expenses: Anticipated inflation factor times 2.8%
The total budgeted cost is $200,000.00

Total amount requested from LFUCG $70,000

Other Funding Proposals completed or in progress include corporate and foundation grant submissions, as well as private individuals.

Lexington Children's Theatre Budget
2025-2026

Income	25-26	24-25
400-100 · Public Ticket Sales	$ 143,775.00	$132,200.00
401-100 · School Ticket Sales	$ 245,300.00	$204,500.00
402-100 · Tour Sales	$ 121,000.00	$110,000.00
403-100 · Regional Sales	$ -	$0.00
404-000 · Handling	$ 14,900.00	$13,500.00
410-200 · Education Class Income	$ 339,200.00	$303,000.00
415-200 · Miscellaneous Education Income	$0.00	$2,400.00
420-300 · Merchandise and Program Ad Sales	$ 12,250.00	$9,500.00
430-400 · Annual Fund Income	$ 75,000.00	$72,000.00
440-000 · Grants	$ 302,000.00	$296,000.00
445-400 · Sponsorship Income	$ 39,000.00	$36,000.00
450-400 · Special Events Income	$ 60,000.00	$59,000.00
460-000 · Shooting Stars Income	$ 22,000.00	$23,000.00
470-000 · Investment Income	$ 178,500.00	$177,500.00
480-000 · Rental Income - Facility	$ 24,500.00	$22,550.00
	$ 1,577,425.00	

Budget	
Total income	$ 1,574,075.00
Total expenses	$ 1,574,075.00
Contributions from Cash Reserve	
Total profit (or loss)	$ -

Expense	25-26	24-25
500-000 · Staff Salaries & Wages	$ 606,535.00	$ 589,150.00
510-000 · Part-time Salaries & Wage	$ 282,800.00	$ 228,490.00
520-000 · Contract Labor	$ 37,000.00	$ 45,500.00
530-000 · Stipend Labor	$ 1,500.00	$ 1,500.00
540-000 · Payroll Taxes	$50,000.00	$50,000.00
550-000 · Employee Benefits	$ 105,500.00	$ 120,000.00
560-100 · Production Costs	$ 69,700.00	$ 64,950.00
570-200 · Education Costs	$ 3,500.00	$ 3,500.00
580-000 · Marketing Expense	$ 22,700.00	$ 22,000.00
590-000 · Printing Expense	$ 14,350.00	$ 12,500.00
640-000 · Shooting Stars	$ 56,740.00	$ 23,000.00
650-000 · Rental Expense - Educatio	$ 650.00	$ 750.00
650-000 · Rental Expense - Producti	$ 750.00	$ 750.00
650-000 · Rental Expense - Facilty	$ 44,800.00	$ 46,800.00
700-000 · Small Equipment Purchase	$ 1,750.00	$ 1,750.00
700-000 · Small Equipment Purchase	$ 3,000.00	$ 1,750.00
710-000 · Repairs & Maintenance - F	$ 4,200.00	$ 3,350.00
710-000 · Repairs & Maintenance - F	$ 13,000.00	$ 17,500.00
720-500 · Utilities Expense	$ 90,500.00	$ 90,500.00
730-500 · Insurance Expense - Facili	$ 23,000.00	$ 23,000.00
790-500 · Service Contracts Expense	$ 17,600.00	$ 17,460.00
800-000 · Supplies Expense - Faciliti	$ 5,500.00	$ 5,250.00
810-000 · Postage Expense	$ 5,500.00	$ 5,500.00
820-000 · Lodging Expense	$ 3,500.00	$ 2,950.00
830-000 · Meals & Entertainment Ex	$ 1,200.00	$ 1,200.00
840-000 · Mileage & Fuel Travel Cost	$ 4,200.00	$ 3,900.00
850-000 · Other Travel Expense	$ 1,500.00	$ 1,500.00
850-000 · Conference and Travel Ex	$ 1,500.00	$ 1,500.00
860-000 · Training Expense	$ 4,800.00	$ 5,300.00
870-000 · Recruiting Expense	$ 3,100.00	$ 3,600.00
880-400 · Development Expense	$ 20,500.00	$ 17,460.00
910-000 · Dues, Subscriptions & Libr	$ 14,000.00	$ 12,350.00
930-000 · Miscellaneous Expense - S	$ 4,000.00	$ 4,000.00
930-000 · Miscellaneous Expense - A	$ 7,950.00	$ 7,950.00
940-000 · Professional Fees Expens	$ 4,000.00	$3,800.00
950-000 · Interest Expense	$21,000.00	$ 21,000.00
960-000 · Bank & Vendor Charges	$ 21,500.00	$ 21,500.00
970-000 · Hospitality/Meetings Expe	$ 750.00	$650
	$ 1,574,075.00	

Lexington Children's Theatre
418 W Short St.
Lexington, KY 40507

4/7/25

ATTN: Jeremy Kisling

RE: Roof Replacement Proposal

Mr. Kisling,
We propose to furnish all labor, material, equipment, supervision, tools, etc. and perform all work and services necessary for and incidental to the proper completion of roof services as described below.

Roof Scope

A) Perform infrared scan on existing roof system.
B) Leave in place existing roof and insulation. Replace any wet insulation at a unit cost basis, per infrared scan report.
C) Demo existing flashings from all walls, curbs, and penetrations.
D) Demo all existing metal wall copings, expansion joints, gravel stops. Leave in place rail curb metal caps.
E) Install ½" wood fiber coverboard over existing roof in low rise foam adhesive.
F) Install a Johns Manville Dynabase base sheet in cold adhesive.
G) Install a Johns Manville Dynaglas cap sheet in cold adhesive. Heat weld cap sheet seems.
H) Flash all walls, curbs, and penetrations with Dynaclad Aluminum Flashing.
I) Flash any low flashing height rail curbs with Johns Manville PMMA Liquid Flashing.
J) Fabricate and install new 24ga prefinished copings, expansion joints, gravel stops.
K) Provide and install new Johns Manville Paratread from roof hatch to HVAC area.
L) Install new EPDM membrane at built in gutter.
M) Provide a 2 Year Craftsmanship Warranty from The Bri-Den Co., Inc.
N) Provide a 20 Year No Dollar Limit Manufacturer's Warranty from Johns Manville. 55 MPH wind uplift rating.
O) Issue a $2,000,000 Property Liability Insurance Certificate.
P) All workers covered by Worker's Compensation Insurance.

Total Lump Sum: Two Hundred Nine Thousand Dollars ($209,000.00)

UNIT PRICING- Replace Wet Insulation: $5.00 sft
UNIT PRICING- Replace Deteriorated Wood Decking: $10.00 sft

Note: Replacement requires Algonquin Street loading and unloading, and neighboring roof access. Coordination required by owner.

We want to thank you for the opportunity to quote this project and if we can be of any further service to you, please do not hesitate to contact us any time.

Sincerely,
The Bri-Den Co., Inc.

Brian Morrison - CEO

Main Office:
PO Box 2125
Ashland, KY 41105
Phone: 606-325-8639
Fax: 606-329-8814

Branch Office:
110 Old Wallaceton Rd
Berea, KY 40403
Phone: 859-985-0049
Fax: 606-325-8639

Lexington Children's Theatre
418 W Short St.
Lexington, KY 40507

4/7/25

ATTN: Jeremy Kisling

RE: Roof Replacement Proposal

Mr. Kisling,
We propose to furnish all labor, material, equipment, supervision, tools, etc. and perform all work and services necessary for and incidental to the proper completion of roof services as described below.

Roof Scope

A) Perform infrared scan on existing roof system.
B) Leave in place existing roof and insulation. Replace any wet insulation at a unit cost basis, per infrared scan report.
C) Demo existing flashings from all walls, curbs, and penetrations.
D) Demo all existing metal wall copings, expansion joints, gravel stops. Leave in place rail curb metal caps.
E) Install ½" wood fiber coverboard over existing roof in low rise foam adhesive.
F) Install a Siplast Paradiene 20 base sheet in cold adhesive.
G) Install a Siplast Paradiene 30FR cap sheet in cold adhesive. Heat weld cap sheet seems.
H) Flash all walls, curbs, and penetrations with Siplast Aluminum Veral.
I) Flash any low flashing height rail curbs with Siplast ParaPro PMMA Liquid Flashing.
J) Fabricate and install new 24ga prefinished copings, expansion joints, gravel stops.
K) Provide and install new Siplast Paratread from roof hatch to HVAC area.
L) Install new EPDM membrane at built in gutter.
M) Provide a 2 Year Craftsmanship Warranty from The Bri-Den Co., Inc.
N) Provide a 20 Year No Dollar Limit Manufacturer's Warranty from Siplast. 55 MPH wind uplift rating.
O) Issue a $2,000,000 Property Liability Insurance Certificate.
P) All workers covered by Worker's Compensation Insurance.

Total Lump Sum: Two Hundred Twenty Nine Thousand Dollars ($229,000.00)

UNIT PRICING- Replace Wet Insulation: $5.00 sft
UNIT PRICING- Replace Deteriorated Wood Decking: $10.00 sft

Note: Replacement requires Algonquin Street loading and unloading, and neighboring roof access. Coordination required by owner.

We want to thank you for the opportunity to quote this project and if we can be of any further service to you, please do not hesitate to contact us any time.

Sincerely,
The Bri-Den Co., Inc.

Brian Morrison - CEO

Main Office:
PO Box 2125
Ashland, KY 41105
Phone: 606-325-8639
Fax: 606-329-8814

Branch Office:
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Berea, KY 40403
Phone: 859-985-0049
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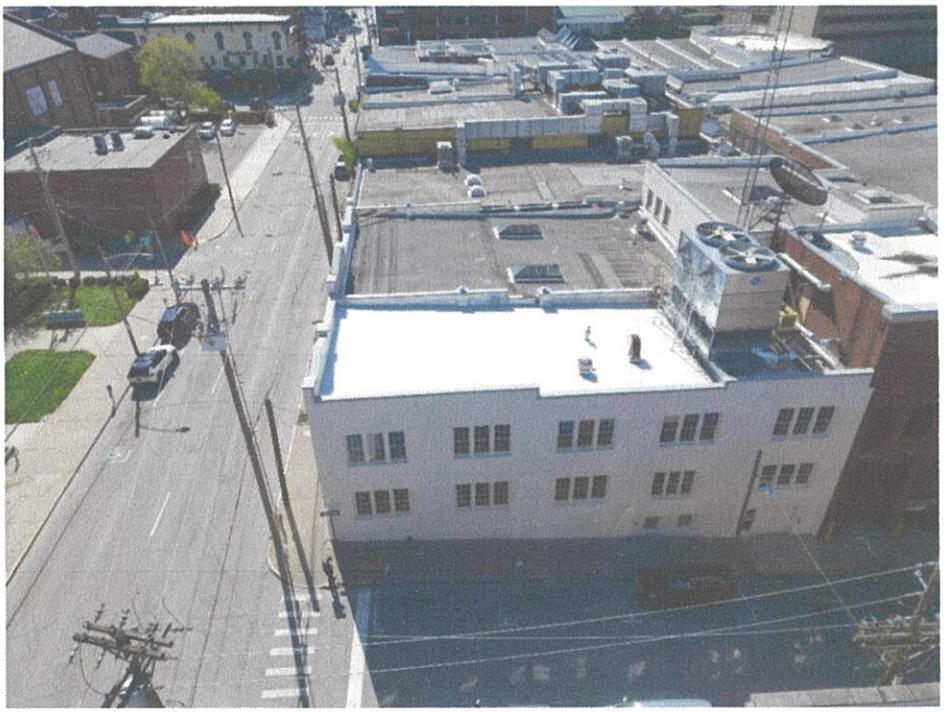

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BRI-DEN ROOFING
SINCE 1986

Lexington Children's Theatre

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TREMCO
Construction Products Group

Roofing & Building Maintenance
3735 Green Road
Beachwood, OH 44122
US: 800.852.6013
Canada: 800.668.9879
www.tremcoroofing.com

April 21, 2022

Mr. Erin McGuire-Thompson
Woodford County Schools
330 Pisgah Pike
Versailles, KY

RE: Lexington Children's Theatre Roof Restoration Budget Estimate

Dear Mrs. McGuire-Thompson,

Thank you for allowing Tremco Roofing to provide you with a budget estimate to restore the roofs with a Fluid-Applied Membrane at the Lexington Children's Theatre. This estimate is based on the approx. sq. footage of the roofs listed below and is contingent on an Infrared Scan being done on the roof prior to any restoration work, to identify potential wet insulation. Tremco can do the Infrared Scan on the buildings at no cost.

New Roof Scope of Work

1. *Make any necessary repairs including, but not limited to wet insulation cut-out and patching of the existing membrane.
2. Pressure wash and clean and debris from the roof membrane in preparation for restoration.
3. Prime the Modified Bitumen Cap Sheet with Alphaguard WB Primer.
4. Apply Alphaguard Bio Base Coat at prescribed rate, embedding Permafab Reinforcement into the base coat.
5. After base coat has properly cured, apply Alphaguard Bio Top Coat at prescribed rate.
6. Apply additional Alphaguard Top Coat and silica sand around identified heavy traffic areas to add a non-slip walkway.
7. Provide a 20 year warranty on the Restored Roofs.

2022 Budget Estimate for Roof Restoration of the Roofs

1. Total Square Footage of Roofs: 13,225 sq. ft.

Budget Estimate: $160,000 - $195,000

***Infrared roof scan must be performed prior to restoration project.**

If you have any questions, please contact me.

Sincerely,
Ken Arrington
Ken Arrington
Tremco Senior Field Advisor
859-806-8167 Cell

TREMCO
Construction Products Group

Roofing & Building Maintenance
3735 Green Road
Beachwood, OH 44122
US: 800.852.6013
Canada: 800.668.9879
www.tremcoroofing.com

Roof Aerial

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CONTRACTORS FOR:
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P.O. BOX 56 • 1624 OLD FRANKFORT PIKE • LEXINGTON, KY 40588-0056 • TELEPHONE (859) 233-4546
FAX: (859) 231-9747 • WEB SITE: http://www.tri-stateservicegroup.com

TO: Lexington Children's Theatre
418 West Short Street
Lexington, KY 40507
ATTN: Mr. Jeremy Kisling

DATE: October 3, 2025
PROJECT: Roof Project
LOCATION: 418 West Short Street

DESCRIPTION OF THE WORK TO BE PERFORMED:
We propose to furnish labor, material and equipment to affect installation of a new roof system at the aforementioned location as described herein. We will install a new Carlisle 060Mil EPDM roof system providing a 20-year manufacturer's warranty and a two-year Tri-State Roofing & Sheet Metal Co. workmanship warranty. An overview of the new roof system is as follows.

First, we will clean and prepare the existing modified roof. Next, we will mechanically fasten Carlisle's .5" HD Plus cover-board before setting their 060Mil EPDM membrane in adhesive. All curb and wall flashings will be removed as well as all metal coping. The new field membrane will be adhered up and over the parapet walls and all walls and curbs will be flashed. Additionally, all HVAC curbs, pipes, drains, and penetrations will be flashed in accordance with the manufacturer's 20-year warranty specification. The abandoned runners will be removed and tapered insulation will be set on the high side of all runners. In the event deteriorated insulation is discovered, it will be replaced on a unit cost basis of $6.25 per square foot. Finally, .5" HD Plus coverboard will be installed in the gutter before it is relined with EPDM.

Using 24 gauge kynar metal, we will fabricate and install new coping, curb bib flashing, and new gutter drip edge and edge trim. All fabrication and installation will be done per SMACNA guidelines.

Throughout the course of the project all debris will be removed, and the property will be kept as orderly as possible. Our bid assumes interior access to the roof will be provided and we will be able to close the side walk in front of the theatre for periods of time and that the existing roof system is dry.

EXCLUSIONS:
- Deck/Insulation Replacement
- Lightening Protection/Interior Protection
- Masonry Work & Leaks Associated w/ Masonry Issues

We will complete the above described work for the lump sum price of:
One Hundred Sixty Four Thousand Nine Hundred Dollars and 00/100 Cents $164,900.00

In the event the price of any materials or products to be used in this work should increase 2.0% or greater from the price at which the material/product was available to the Contractor at the time of submission of this proposal, then the price quoted shall be increased to reflect the additional cost. Terms of this contract are subject to change as a result of circumstances related to the Covid-19 virus.

ACCEPTED:
Firm/Owner _____

By: _____

Title: _____

Date: _____

TRi-STATE ROOFING & SHEET METAL CO.

By: _____

Title: Greg Meegan
Vice President

Date: October 3, 2025

The terms and conditions set forth on the reverse side are a part of this proposal and contract. This proposal is subject to revision or withdrawal by Tri-State until communication of acceptance, and may be revised after communication of acceptance where an inadvertent error by Tri-State has occurred. This proposal expires thirty (30) days after the date stated below, unless Tri-State Roofing & Sheet Metal Company expressly agrees to an extension.

TERMS & CONDITIONS

1. Acceptance. This Proposal and the plans, specifications and such other documents, if any, as are referenced on the face of this Proposal shall constitute the entire agreement between the parties. If acceptance of this Proposal is conditioned upon any additional or inconsistent terms and the parties cannot agree on mutually acceptable terms and conditions, then in such event AIA Standard Form of Agreement and AIA Document A201, General Conditions of the Contract for Construction 2007 edition, shall be used.

2. Nature of Work. Tri-State Roofing & Sheet Metal Company ("Tri-State") shall furnish the labor and material necessary to perform the work described herein or in the referenced contract documents. Tri-State does not provide design, engineering, consulting or architectural services. It is the Owner's responsibility to retain a licensed architect or engineer to provide a proper design, which complies with applicable building code requirements, is consistent with desired fire and wind uplift resistance ratings, and includes a determination as to whether and what type of a vapor or air retarder is needed. If plans, specifications or other design documents have been furnished to Tri-State, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Tri-State is not responsible for any loss, damage or expense due to defects or omissions in plans or specifications or building code violations unless such damage results from a deviation by Tri-State from what is specified. Tri-State is not responsible for condensation, moisture migration from the building interior or other building components, location or size of roof drains, deck deflection or existing deck conditions.

3. Drainage. Roof drainage, including secondary drainage, should be evaluated, designed and specified by a qualified mechanical engineer for compliance with current plumbing and other applicable codes and site conditions. Tri-State does not evaluate or design roof drainage, including the number, size and spacing of roof drains, and is not responsible for the adequacy of roof drainage and the consequences of inadequate roof drainage. Because retrofit drains reduce capacity of existing roof drainage, Tri-State does not recommend use of retrofit drains and is not responsible for the consequences of an owner's or design professional's decision to have Tri-State install retrofit drains. Tri-State is not responsible for damages resulting from clogged drains, scuppers and downspouts. The owner should regularly inspect all roof drains, scuppers (both primary and secondary) and downspouts to determine that drainage is not impeded.

4. Deck Conditions. Customer warrants that structures on which Tri-State is to work are in sound condition and capable of withstanding roof construction, equipment and operations and will not adversely affect the roofing materials or performance of the roof. Tri-State is not responsible for adhesion to concrete decks or the effects on the roofing materials of residual moisture in concrete decks. Tri-State is not responsible to test or assess moisture content of the deck or substrate and for water intrusion while the deck is drying and advises that admixtures are not effective in preventing moisture or vapor migration from adversely affecting roofing materials. Tri-State's commencement of roof installation indicates only that Tri-State has visually inspected the surface of the deck for visible defects or deficiencies. Tri-State is not responsible for the quality of construction, structural sufficiency, undulations, durability, fastening, moisture content, suitability, or physical properties of the roof deck or other trades' work or design.

5. Asbestos and Toxic Materials. This proposal is based on Tri-State's not coming into contact with asbestos-containing or toxic materials. Tri-State is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic materials. Tri-State shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site. Customer agrees to indemnify Tri-State from and against any liability, damages, losses, claims, demands or citations arising out of the presence of asbestos or toxic materials at the work site.

6. Mold. Owner will make periodic inspections for signs of water intrusion and act promptly including prompt notice to Tri-State if Owner believes there are roof leaks. Tri-State is not responsible for indoor air quality, mold, mildew or any alleged injury resulting therefrom. Owner shall hold harmless and indemnify Tri-State from claims due to indoor air quality and resulting from a failure by Owner to maintain the interior of the building in a manner to avoid growth of mold or deterioration of Air Quality.

7. Payment. Payment by credit card is not permitted, unless agreed to by Tri-State. Unless stated otherwise on the face of this proposal, Customer shall pay the contract price plus any additional charges for changed or extra work within ten (10) days of substantial completion of the Work. If completion of the Work extends beyond one month, Customer shall make monthly progress payments to Tri-State by or before the fifth (5th) day of each month for the value of Work completed during the preceding month, plus the value of materials suitably stored for the project. All sums not paid when due shall earn interest at the rate of 1-1/2% per month. Tri-State shall be entitled to recover from Customer all costs of collection incurred by Tri-State, including attorney's fees, resulting from Customer's failure to make proper payment when due. Tri-State's entitlement to payment is not dependent upon criteria promulgated by Factory Mutual Global ("FMG"), including wind uplift testing.

8. Insurance. Tri-State shall carry worker's compensation, automobile and commercial general liability and such other insurance as required by law. Tri-State will furnish a Certificate of Insurance, evidencing the types and amounts of its coverages, upon request. Customer shall purchase and maintain builder's risk and property insurance, without a deductible, including the labor and materials furnished by Tri-State, covering fire, windstorm, extended coverage, malicious mischief, vandalism and theft on the premises to protect against loss or damage to material and equipment and partially completed work until the job is completed and accepted. Moneys owed to Tri-State shall not be withheld by reason of any damage or claim against Tri-State covered by liability or property damage insurance.
If Customer requires and Tri-State agrees to name Customer or others as additional insureds on Tri-State's liability insurance policy, Customer and Tri-State agree that the naming of Customer or other parties as additional insureds is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of Tri-State and is not intended to make Tri-State's insurer liable for claims that are due to the fault of the additional insured.

9. Working Conditions. Tri-State shall not be charged for reasonable use of job utilities and services, watchmen and security, sanitary facilities, temporary structures, or general office expense or other prorated expenses of any description.

10. Interior Protection. Tri-State is not responsible for damage caused by the elements or debris that may fall into the building during the course of the work, including leakage due to the condition of the existing roof, drainage deficiencies or water entry through other parts of the building. *Tri-State is not liable for special, incidental or consequential damages.* Customer acknowledges that re-roofing of an existing building or substantial repairs may cause disturbance, dust, debris or fireproofing to fall into the interior. Customer agrees to remove or protect property directly below the roof to minimize potential interior damage and to provide written notice of locations of hi-tech equipment or machinery or sensitive operations located directly underneath areas to be re-roofed or repaired and take steps necessary to protect such equipment or machinery during re-roofing. Tri-State shall not be responsible for disturbance, interruption, clean up, loss of revenue or loss to interior property including gym floors and technical equipment or machinery that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify occupants and tenants of roofing work and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Tri-State harmless from claims of tenants and occupants who were not so notified and did not provide protection. If there is interior damage due to water entry or debris that falls into the building for which the Customer contends Tri-State may be responsible, Tri-State shall be given prompt written notice by Customer and the opportunity to take needed remedial action without prejudice to Tri-State's or Customer's rights or contentions as to liability or responsibility for the costs incurred. Tri-State will not be liable for remedial expenses if Tri-State was not afforded the opportunity to perform the remedial work. Customer shall maintain builder's risk and property insurance which shall be used to cover such claims and losses. Tri-State and Customer waive rights of subrogation for claims covered under builder's risk and property insurance.

11. Roof Projections. Tri-State will flash all projections through roofing that are shown on the architectural plans provided to Tri-State and that are in place prior to installation of roofing. Any penetrations through the roofing to be installed by Tri-State not shown on the plans provided to Tri-State prior to submittal of this proposal or required after installation of roofing shall be considered an order for extra work, and Tri-State shall be compensated at its customary time and material rates for performing such additional work.

12. Backcharges. No backcharges or claims for payment of services rendered or m ıls and equipment furnished by Customer to Tri-State shall be valid unless previously authorized in writing by Tri-State and unless written notice is given to Tri-State within ten (10) days of the event, act or omission which is the basis of the backcharge.

13. Availability of Site. Tri-State shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. Tri-State shall not be required to begin work until underlying areas are ready and acceptable to receive Tri-State's work and sufficient areas of roof deck are clear and available for continuous full operation until job completion. The expense of any extra trips by Tri-State to and from the job as a result of the job not being ready for the Work after Tri-State has been notified to proceed will be charged as an extra.

14. Safety. Owner warrants there will be no live power lines on or near the roof servicing the building where Tri-State will be working and that Owner will turn off any such power supplies to avoid an electrocution risk to Tri-State's employees. Tri-State's price is based upon there not being electrical conduit or other materials embedded within the roof assembly or attached directly to the underside or topside of the roof deck upon which Tri-State will be installing the new roof. Owner will indemnify Tri-State from personal injury and other claims and expenses if Owner fails to turn-off power so as to avoid injury to Tri-State's personnel or resulting from the presence of concealed electrical conduit and live electrical power. Tri-State is not responsible for costs of repair or damages, including disruption of service, resulting from damage to undisclosed or concealed electrical or other utility lines. Owner shall shut down roof located electronic equipment that emits or receives radio frequency waves while roofing contractor is to be working on the roof so that roofing personnel will not be subject to radio frequency waves or electromagnetic radiation while working on the roof and shall indemnify and hold Tri-State and its personnel harmless from any personal injury claims resulting from a failure by Owner to do so. Tri-State is not responsible for the safety of persons on the roof other than its own employees. Owner and general contractor agree to indemnify and hold Tri-State harmless, including attorney's fees, from claims for personal injury by persons or entities whom owner or general contractor have allowed or authorized to be on the roof. Tri-State is not responsible for and shall be compensated for additional costs incurred due to the existence of utilities, damaged or wet insulation, deteriorated deck or other subsurface or latent conditions not disclosed in writing to Tri-State and specifically referenced on the face of this proposal.

15. Mechanic's Lien and Payment Bond. Tri-State shall be entitled to file a lien if payment to Tri-State is not made. If a payment bond is issued, a copy of payment bond shall be furnished to Tri-State upon request.

16. Warranty. Tri-State's work will be warranted by Tri-State in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. A facsimile of Tri-State's standard warranty is attached or, if not, will be furnished upon request. *Tri-State is not liable for special, incidental or consequential damages.* The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against Tri-State.
A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this proposal. It is expressly agreed that in the event of alleged defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material. If solar panels or green roofing materials are installed on the roof, Customer will be responsible for deconstructing or removing such panels or materials at customer's expense to allow Tri-State to perform roofing work or respond to warranty requests.

17. Wind Loads or Uplift Pressures. Tri-State relies upon the Design Professional to specify appropriate materials and components including deck construction to obtain the required or desired wind uplift rating. If wind load or uplift pressures are specified but Owner has not retained a Design Professional, Tri-State will install insulation and membrane materials that have been listed either by FMG, the membrane manufacturer or others as having been tested and found to meet the designated load or rating. Tri-State itself makes no representation regarding wind uplift capacity and assumes no liability for wind uplift.

18. Right to Stop Work. The failure of Customer to make proper payment to Tri-State when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle Tri-State, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made. The time period in which Tri-State shall perform the work shall be extended for a period equal to the period during which the Work was suspended, and the contract sum to be paid Tri-State shall be increased by the amount of Tri-State's reasonable costs of shut-down, delay and start-up.

19. Damages and Delays. Tri-State is not responsible for damage done to Tri-State's work by others. Any repairing of the same by Tri-State will be charged as an extra. Tri-State will not be responsible for roof damage or impaired performance or diminished roof life expectancy due to installation of solar equipment or green roofing materials, whether such damage occurs during or after installation Tri-State shall not be liable for liquidated or delay damages due to a delay in completion of the Project unless the delay was caused by Tri-State. Tri-State shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, accidents, fire, weather, vandalism, regulation, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor. In the event of these occurrences, Tri-State's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.

20. Tolerances. All labor and materials shall be furnished in accordance with normal industry standards and industry tolerances for uniformity, color, variation, thickness, size, weight, finish and texture. Specified quantities are intended to represent an average over the entire roof area.

21. Oil-canning. Metal roofing and especially lengthy flat-span sheet-metal panels often will exhibit waviness, commonly referred to as "oil-canning." The extent of oil-canning and the appearance of the panels will vary depending on factors such as panel length and color, alloy, gauge, galvanizing process, substrate condition, and exposure to sunlight. Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by Tri-State. Tri-State is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified.

22. Fumes and Emissions. Customer acknowledges that odors and emissions from roofing products will be released and noise will be generated as part of the roofing operations to be performed by Tri-State. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Some people are more sensitive to these emissions than others. Customer shall hold Tri-State harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.

23. Dispute Resolution. If a dispute shall arise between Tri-State and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, such dispute shall be decided by arbitration administered by and conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. Any legal claim against Tri-State, including a claim alleging any breach of this contract or negligence by Tri-State must be initiated no later than two (2) years after Tri-State performed the roofing installation covered by this contract. Collection matters may be processed through litigation or arbitration at the discretion of the Tri-State.

24. Material References. Tri-State is not responsible for the actual verification of technical specifications of product manufacturers; i.e., R-value or ASTM or UL compliance, but rather the materials used are represented as such by the material manufacturer.

25. Tri-State shall have the benefit of all rights, remedies and redress against the Contractor, which the Contractor has against the Owner, as provided in the Prime Contract. Acceptance of payment shall not constitute a waiver of Tri-State's rights.

TSR TandC 123019; Rev 010318; Rev 072718; Rev 070319; Stephen Phillips 062722

DEED

THIS DEED, dated March 13, 1996 between JACQUELINE H. HOPKINS and JEROME D. HOPKINS, her husband of 2088 Bridgeport Drive, Lexington, Kentucky 40502 and MARGUERITE H. LYNCH and KENNETH P. LYNCH, JR., her husband (by and through their Attorney-in-Fact, JACQUELINE H. HOPKINS, pursuant to Power of Attorney recorded immediately prior hereto in the Fayette County Clerk's office) of 3320 Ridge Point N.W., Atlanta, Georgia 30339, hereinafter collectively or singularly referred to as GRANTOR and LEXINGTON CHILDREN'S THEATRE, INC., a Kentucky Non-Profit Corporation, hereinafter collectively or singularly referred to as GRANTEE of 161 North Mill Street, Lexington, Kentucky 40507.

WITNESSETH:

That for and in consideration of the total purchase price of FOUR HUNDRED TWENTY FIVE THOUSAND DOLLARS AND 00 CENTS ($425,000.00), the receipt of which is hereby acknowledged, GRANTOR has Bargained and Sold and does hereby Grant and Convey unto GRANTEE, in fee simple, its successors and assigns forever, the following described real estate situated in Fayette County, Kentucky, and more particularly described as follows:

TRACT I

All that certain tract or parcel of land, the improvements thereon being known as 424-428 West Short Street in the City of Lexington, County of Fayette, and State of Kentucky, and more particularly described as follows:, to-wit:

Beginning at a point corner to the property now or formerly owned by Adolph Greebel on the South side of West Short; thence West with the line of Short Street fifty (50) feet more or less, to the line of the property now or formerly owned by Mrs. Virginia Parker; thence South with the line of the property now or formerly owned by Mrs. Virginia Parker, one hundred ten (110) feet, more or less, to the line of L.L. Roberts, formerly Whitney's; thence with the line of Roberts East, fifty (50) feet, more or less, to the line of the property now or formerly owned by Adolph Greebel; thence with the line of the property now or formerly owned by Adolph Greebel, north, one hundred ten (110) feet, more or less, to the point of beginning; and being known as 424-428 West Short Street, Lexington, Kentucky.

TRACT II

Being in Lexington, Fayette County, Kentucky and located on West Short Street and is described as beginning on the Southwest side of Short Street 199 feet 5 inches West of the intersection of Broadway and Short Streets and corner to the lot of John Faig, running thence in a Southwesterly direction in the line of John

HOLD FOR CLAY & MAINOUS

Faig 110 feet, more or less, to a point corner to the lots of John Faig and P.H. Feeny; thence at right angles running with the line of Feeny's lot toward Broadway 73 feet 6 inches, more or less, to a point corner to the property belonging to the Estate of James Stoll, deceased; thence at right angles running with the line of Stoll 110 feet, more or less, to Short Street; thence at right angles along Short Street 73 feet 6 inches to the beginning, the improvements thereon being known and designated as 416-420 West Short Street (a/k/a 418 West Short Street), Lexington, Kentucky.

Being a part of the same property acquired by Jacqueline H. Hopkins, a married person and Marguerite H. Lynch, a married person, by Deed dated March 7, 1980, of record in Deed Book 1247, Page 792, in the Office of the Clerk aforesaid.

TO HAVE AND TO HOLD, unto GRANTEE, in fee simple, its successors and assigns forever.

GRANTOR hereby releases and relinquishes unto GRANTEE, its successors and assigns forever, all of GRANTOR'S right, title and interest in and to said property, and covenant with GRANTEE, its successors and assigns forever, that GRANTOR is lawfully seized in fee simple title to said property, and has good and lawful right to sell and convey same as is herein done, that the title to said property is clear, perfect and unencumbered, and subject to the hereinafter set out exceptions, WARRANT GENERALLY the title to said property.

PROVIDED, HOWEVER, exception is hereby taken to current taxes, easements and restrictions of record affecting said property.

IN TESTIMONY WHEREOF, GRANTOR has hereunto affixed signature(s), this the day and year first above written.

Jacqueline H. Hopkins

Jacqueline H. Hopkins

Jerome D. Hopkins

Jerome D. Hopkins

Marguerite H. Lynch by Jacqueline H. Hopkins, POA

Marguerite H. Lynch, by and through her Attorney-in-Fact, Jacqueline H. Hopkins

Kenneth P. Lynch, Jr. by Jacqueline H. Hopkins, POA

Kenneth P. Lynch, Jr., by and through his Attorney-in-Fact, Jacqueline H. Hopkins

STATE OF KENTUCKY
COUNTY OF FAYETTE

The foregoing instrument was acknowledged before me on this 13th day of March, 1996, by Jacqueline H. Hopkins and Jerome D. Hopkins, his wife and Marguerite H. Lynch and Kenneth P. Lynch, Jr., her husband (by and through their Attorney-in-Fact, Jacqueline H. Hopkins).

NOTARY PUBLIC, STATE AT LARGE
MY COM. EXP. 10/9/99

CONSIDERATION CERTIFICATE

We, the undersigned, hereby certify that the consideration reflected in this deed is the full consideration paid for the property.

Jacqueline H. Hopkins

Jerome D. Hopkins

Marguerite H. Lynch by Jacqueline H. Hopkins POA
Marguerite H. Lynch, by and through her Attorney-in-Fact, Jacqueline H. Hopkins

Kenneth P. Lynch by Jacqueline H. Hopkins POA
Kenneth P. Lynch, Jr., by and through his Attorney-in-Fact, Jacqueline H. Hopkins

Lexington Children's Theatre, Inc., a Kentucky Non-Profit Corporation

By: _____
Kimberly K. Knight, President

By: Frederic L. Dupree III Treasurer
Frederic L. Dupree, III, Treasurer

STATE OF KENTUCKY
COUNTY OF FAYETTE

The foregoing CONSIDERATION CERTIFICATE was subscribed and sworn to before me by Jacqueline H. Hopkins and Jerome D. Hopkins, her husband and Marguerite H. Lynch and Kenneth P. Lynch, Jr., her husband (by and through their Attorney-in-Fact, Jacqueline H. Hopkins), GRANTOR and Kimberly K. Knight, President and Frederic L. Dupree, III, Treasurer of Lexington Children's Theatre, Inc., a Kentucky Non-Profit Corporation, GRANTEE, on behalf of said corporation, this March 13, 1996.

NOTARY PUBLIC, STATE AT LARGE
MY COM. EXP. 10/9/99

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
COMMUNITY PROJECT AGREEMENT

THIS COMMUNITY PROJECT AGREEMENT ("Agreement") is made and entered into on the _____ day of _____ 202___, 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 THE NATHANIEL MISSION, a Kentucky nonprofit corporation ("Organization"), with offices located at 1109 VERSAILLES RD, SUITE 400, LEXINGTON, KENTUCKY 40508.

W I T N E S S E T H

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 1109 VERSAILLES RD, SUITE 400, LEXINGTON, KENTUCKY 40508, 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 Six-six Thousand, One Hundred and Eighty Two Dollars ($66,182) ("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) Door Repairs and Replacements	1) $17,25.00	1) FACILITIES IMPROVEMENTS
2) Property Deterrence Efforts (Lighting/Fencing)	2) $36,731.00	2) FACILITIES IMPROVEMENTS
3) Parking Lot Repairs	3) $12,230.00	3) 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:
Daniel Baer, Executive Director
The Nathaniel Mission
1109 Versailles Road, Suite 400
Lexington, KY 40508

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.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

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, Mayor

ATTEST:

_____
Clerk of the Urban County Council

THE NATHANIEL MISSION

BY: _____
DANIEL BAER, Executive Director

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this the _____ day of _____, 202___, by _____, a Kentucky nonprofit organization.

My commission expires: _____

Commission number: _____

_____
Notary Public, State-at-Large, Kentucky

EXHIBIT A

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

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, DANIEL BAER, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is DANIEL BAER and he/she is the individual submitting the proposal or is the authorized representative of THE NATHANIEL MISSION, the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

_____

STATE OF KENTUCKY

COUNTY OF FAYETTE

The foregoing instrument was subscribed, sworn to and acknowledged before me by Daniel Baer on this the 6 day of October, 2025.

My Commission expires: 02/22/2025

NOTARY PUBLIC, STATE AT LARGE

ALEXANDER QUINONES
NOTARY PUBLIC
COMMONWEALTH OF KENTUCKY
COMM. # KYNP24083
MY COMMISSION EXPIRES FEBRUARY 22, 2029

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Section 503 of the Rehabilitation Act of 1973 states:

  The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

****

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

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

Signature

THE NATHANIEL MISSION

Name of Business

Firm Submitting Proposal: THE NATHANIEL MISSION

Complete Address: 1109 VERSAILLES RD LEXINGTON KY
Street City Zip

Contact Name: DANIEL BAER Title: EXECUTIVE DIRECTOR

Telephone Number: 859-255-0062 Fax Number: —

Email address: dbaer@nathanielmission.com

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, safely 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.

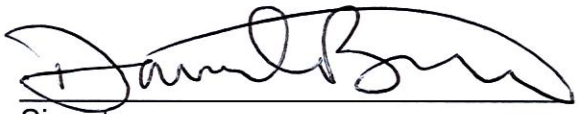
16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern 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

10.6.25

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.

00548704

EXHIBIT B

Response to Request for Proposal

LEXINGTON

RFP #28-2025 Nonprofit Capital Grant Program
Facility Improvements

PROPOSAL SUBMITTAL COVER SHEET

Agency Information

Agency Name: THE NATHANIEL MISSION

Mailing Address: 1109 VERSAILLES RD. SUITE 400, LEXINGTON, KY 40508

Street Address: SAME

Phone: (859) 255 - 0062

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)*:
DANIEL BAER, EXECUTIVE DIRECTOR, 859-255-0062, dbaer@nathanielmission.com

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

Project Information

Funding Requested by Project, if bundling multiple Projects:

Project: DOOR REPAIRS & REPLACEMENTS — Request $ 17,225.00
Facility Improvement project

Project: PROPERTY DETERRENCE EFFORTS (FENCING/LIGHTING) — Request $ 36,731.20
Facility Improvement project

Project: PARKING LOT REPAIRS — Request $ 12,230.00
Facility Improvement project

Project: _____ — Request $ _____
Facility Improvement project

Total Funding Amount Requested: $ 66,182.00

- **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.**

PROJECT #1 - DOOR REPAIRS AND REPLACEMENTS

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

The Nathaniel Mission has served low income, underserved, and marginalized Lexington-Fayette County residents for nearly 100 years. Seated along the Versailles Road Corridor amongst many overlooked neighborhoods and communities, The Nathaniel Mission has long existed to provide first-response, low-barrier resourcing and care to some of Lexington's most vulnerable persons through three primary areas of service: Poverty Intervention and Prevention, Health and Wellness Initiatives, and Children and Youth Development Programming. The Nathaniel Mission's various programs and initiatives aim to fill critical gaps in services for unhoused, critically poor, marginalized, and overlooked neighbors, including but not limited to: day center services, breakfast and lunch service, Mission Market groceries and household goods, clothing, toiletries and personal hygiene items, case management, vision clinics, podiatry care, diabetes wellness support, nutritional education and access, after school programming, summer camps, employment clinics, health fairs, community resourcing events, and much more. The myriad of services and resources provided by The Nathaniel Mission to Lexington-Fayette County residents are targeted at primarily alleviating the difficulties of critical poverty and homelessness in our communities as well as offering accessible services to helping our neighbors step up and out of the cycles of poverty through education, employment, and housing support. The Nathaniel Mission is currently in good standing with the Secretary of State and holds a Gold Seal

of Transparency 2025. Though Nathaniel Mission is historically Christian and holds to Christianity's core tenets of community service and care, no proselytizing efforts or religious services are provided by The Nathaniel Mission in its various programs and resourcing opportunities. The Nathaniel Mission agrees to comply with any and all applicable local, state, and federal laws in the carrying out of its programs in correlation with this grant application. The Nathaniel Mission owns its warehouse complex from which it currently operates and for which it requests the following facility improvement project funding.

Section 2: Demonstrated Need:

The Nathaniel Mission operates out of three warehouses on Versailles Road that were built roughly 25 years ago. Over the course of an average day in our work, the doors to these warehouses are used several hundred times, leading to significant wear to their function. Additionally, three years ago, while attempting to bring unhoused neighbors into our main facility during an intense thunderstorm, the front doors were damaged by a violet gust of wind that wrenched the doors open beyond their normal swing radius. After these many years of service, four door systems - two main entrances, one secondary entrance, and one emergency exit - are in need of significant repair or replacement. In order to provide safe and accessible spaces for day-center services, clinics and health classes, children and youth development programming, food security and nutritional access, and many more resources and programs, our neighbors need to be able to enter our facilities with ease. These door systems frequently jam, leaving important entrances inaccessible and potentially making egress dangerous in an

emergency situation. Additionally, several of these door systems have damage leaving them vulnerable to break-ins such as poor latches, broken lock systems, and faulty panic bar systems. If our facilities do not have functional doors, our programs are compromised from the onset.

Therefore, The Nathaniel Mission requests funding for the repair of these four door systems to restore them to normal functionality. All four door systems require the expert adjustment to their framing to ensure proper function, including ease of swing and stable locking. Three of the door systems also require the replacement of crash bars and automatic closing mechanisms to restore their ability to be utilized in emergency egress. One emergency exit door has rusted beyond repair and therefore requires replacement. All of these necessary repairs and updates will make a marked difference in the ease of access of our participants, the security of our property outside of operating hours, and the overall safety of our facilities for all who utilize them.

Section 3: Applicant Capacity for Project:

The Nathaniel Mission's standing as the most historic non-profit organization in Lexington at nearly 100 years of service indicates that the organization has the requisite experience to successfully accomplish the stated projects listed in this grant proposal. The current Executive Director, Daniel Baer, has served The Nathaniel Mission for over 9 years, overseeing the procurement, execution, and completion of numerous grant projects, including securing and successfully executing Office of Social Services Extended Social Resourcing grants in multiple categories for the past several cycles. Additionally, Daniel Baer navigated The Nathaniel Mission through a property purchase

in the fall of 2018 that settled the organization in its current seven-warehouse complex for the foreseeable future. Mr. Baer also currently oversees all property improvement and management projects, including the completion of numerous critical updates such as HVAC system replacements, major landscaping changes, full-warehouse outfitting renovations in three of our buildings, and other emergent property needs as they arise. The Nathaniel Mission's property oversight is additionally managed by the direct involvement of a Property Team within our Board of Directors. Current Property Team Board members include Chad Crouch, Realtor and Owner of Crouch Enterprises and H2 Construction, as well as the supportive oversight of additional professionals and property management experts as needed. All proposed projects within this grant were established through the collaborative counsel of this Board Team, and all subsequent bids for project completion by local contractors were vetted by this group's expertise and experience with such procurement and project management.

Fiscally, The Nathaniel Mission currently holds adequate funds for the completion of the proposed projects in our strategic operational support reserves. These funds are held as the remaining proceeds from the sale of The Nathaniel Mission's historic property on De Roode Street in Davis Bottoms after The Nathaniel Mission purchased its current complex in 2018. As such, The Nathaniel Mission holds all necessary funding to proceed with projects while anticipating grant reimbursement for expenses. The grant funding would ensure that these strategic operational support reserves are maintained for the fiscal wellbeing of the non-profit as we continue to prioritize community service and resourcing operations. Fiscal oversight, including the financial details behind grant project completion and reporting, would be the direct responsibility

of The Nathaniel Mission's bookkeeper, Andrew Ferguson, and our Board Treasurer, Mark Hepner, partner at CapinCrouse.

All capital improvement contractors that currently have bided the various projects are certified local professionals with recognized standing within the area of their work and a quantifiable track record of project completion and satisfaction from their clients. Should additional bids be procured after the grant proposal is accepted to ensure further fiscal responsibility, those additional contractors would be held to the same standards of observable success and responsibility.

Section 4: Operational Feasibility:

The Nathaniel Mission has procured bids for the completion of door renovations and repairs, and the contractor whose bid is included in this proposal has indicated that work on the project can proceed as soon as grant funding is finalized. As such, work on door renovations and repairs will proceed in November of 2025, should the grant request be awarded, and will be completed within two work weeks. No additional funding will be necessary for the completion of this project as the total budget for the project falls well within the grant funding total and The Nathaniel Mission currently holds necessary fiscal resources to initiate the project within its strategic operational reserves. Oversight of this project will be carried out by Executive Director, Daniel Baer, in collaboration with the Board of Directors Property Team and Nathaniel Mission Bookkeeper, Andrew Ferguson, and Treasurer, Mark Hepner.

Section 5: Cost Analysis (and attachments):

The cost for door replacements and repairs total $17,225.00. This number reflects the current low bid from local contractors, and as more bids continue to be assessed, the cost of the project may decrease below this total. Within this total project cost are repairs to two main entrance door systems, repairs to a secondary entrance system, and the replacement of an emergency exit door. As the attached bid demonstrates, all included labor and materials for these four door systems will dramatically increase the safety and security of our building entrances and those who utilize them. Please see the attached bid for a detailed breakdown of total cost for the project, as well as the itemized list below:

SCOPE OF WORK	TOTAL COST
Suite 100/150: Provide and install 1 new 3/0-7/0 steel door without window glass Provide and install 2 new door closers Provide and install 2 new emergency exit devices Provide and install 3 new door hinges with screws Provide labor to sand one door frame Provide labor and materials to spray metal primer on door frame Provide labor and materials to mechanically fasten door threshold to concrete Provide labor and materials to patch bottom of door frame Provide labor and materials to apply sealant to exterior of door frame and building Provide labor to adjust door latch Provide labor to adjust door frame and fasten to structure Demo to interior to building will be replaced	
Suite 300: Provide labor to adjust door latch	
Suite 400: Provide and install 1 new door closer Provide and install 1 new emergency exit device Provide and install 3 new door hinges with screws Provide labor to repair bent hinge pocket	

Provide labor to repair hole in jamb	
Base Bid:	**$17,225.00**

Please find the Condensed FY26 Nathaniel Mission Budget for your reference below:

INCOME		
Donations	$180,000.00	
Grants	$160,000.00	
Rent	$206,931.53	
Interest	$500.00	
TOTAL		$547,431.53
EXPENSES		
Mortgage & Utilities	$189.601.50	
Administration	$59,534.48	
Poverty Intervention & Prevention	$81,518.64	
Health and Wellness Initiatives	$80,033.28	
Children/Youth Development Programs	$77,359.92	
Operations	$43,050.00	
TOTAL		$531,097.82
NET PROFIT		$16,333.71

PROJECT #2 - PROPERTY DETERRENCE EFFORTS (FENCING/LIGHTING)

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

The Nathaniel Mission has served low income, underserved, and marginalized Lexington-Fayette County residents for nearly 100 years. Seated along the Versailles Road Corridor amongst many overlooked neighborhoods and communities, The Nathaniel Mission has long existed to provide first-response, low-barrier resourcing and care to some of Lexington's most vulnerable persons through three primary areas of service: Poverty Intervention and Prevention, Health and Wellness Initiatives, and Children and Youth Development Programming. The Nathaniel Mission's various programs and initiatives aim to fill critical gaps in services for unhoused, critically poor, marginalized, and overlooked neighbors, including but not limited to: day center services, breakfast and lunch service, Mission Market groceries and household goods, clothing, toiletries and personal hygiene items, case management, vision clinics, podiatry care, diabetes wellness support, nutritional education and access, after school programming, summer camps, employment clinics, health fairs, community resourcing events, and much more. The myriad of services and resources provided by The Nathaniel Mission to Lexington-Fayette County residents are targeted at primarily alleviating the difficulties of critical poverty and homelessness in our communities as well as offering accessible services to helping our neighbors step up and out of the cycles of poverty through education, employment, and housing support. The Nathaniel Mission is currently in good standing with the Secretary of State and holds a Gold Seal

of Transparency 2025. Though Nathaniel Mission is historically Christian and holds to Christianity's core tenets of community service and care, no proselytizing efforts or religious services are provided by The Nathaniel Mission in its various programs and resourcing opportunities. The Nathaniel Mission agrees to comply with any and all applicable local, state, and federal laws in the carrying out of its programs in correlation with this grant application. The Nathaniel Mission owns its warehouse complex from which it currently operates and for which it requests the following facility improvement project funding.

Section 2: Demonstrated Need:

While The Nathaniel Mission's primary target population includes individuals experiencing homelessness and critical poverty, serving such populations comes with certain challenges including keeping a well maintained and neighborly property. The Nathaniel Mission owns and operates out of a seven-warehouse complex on Versailles Road with a rectangular property line that includes various grassy areas, wooded perimeter, and a large, dry retention pond area, all of which are currently labeled by adequate signage as off-limits. While we provide basic necessities such as prepared meals and food pantry, clothing and personal hygiene items, case management and resourcing services, and more to our most vulnerable neighbors, we do not provide shelter or 24/7 property management. As a result, we frequently encounter many individuals utilizing the off-limits areas behind and around our warehouses for encampments, as temporary storage, and as hidden spaces for illicit or illegal activities.

These unsupervised spaces lead to a myriad of problems for The Nathaniel Mission, including the need to constantly monitor the grounds, remove trash and other items left by individuals in these areas, and provide for the repair and maintenance of warehouse walls, windows, doors, and systems such as HVAC units that are damaged or vandalized. These ongoing issues take valuable staff time away from the primary purpose of The Nathaniel Mission's aim as well as create visible issues for neighbors and local businesses who are displeased with the sight of such activities or encampments.

Therefore, in direct response to the advice given by the Offices of Housing Advocacy and Community Development, Homelessness Intervention and Prevention, and Code Enforcement, The Nathaniel Mission requests funding for the erecting of perimeter and inter-building fencing as well as increased exterior lighting to better secure these areas of our property that are labeled as off-limits. The fencing and lighting improvements to our property would act as more substantial deterrent measures to decrease the likelihood of encampments, illicit use, and other detrimental activities in areas to which our clients and neighbors should not have access. The new fencing would eliminate all channels to grassy areas on our property, both behind and in-between all warehouses as well as around the large retention pond and wooded area at the rear of our property. Additionally, fenced areas would make concretely clear those areas in which any individual should not be found loitering or trespassing, which would better support the efforts of our police officers to assist in enforcing both local laws and our own property use limits. Concurrently, the addition of exterior lighting in between and behind all warehouses would further ensure that these areas are less

likely to be used for encampments or illicit activities after dark. These deterrent efforts should have a direct impact on reducing activities on our campus that are both a detriment to our direct services and staff capacities as well as markedly improve the relationship between The Nathaniel Mission and nearby local businesses and neighborhoods. With fewer visible unsightly issues on The Nathaniel Mission property, our clients will be better served by staff that are focused on providing supportive resourcing and our neighbors will be more confident in their security and The Nathaniel Mission's place amongst their local environment as a constructive partner in addressing community development needs along the Versailles Road Corridor.

Section 3: Applicant Capacity for Project:

The Nathaniel Mission's standing as the most historic non-profit organization in Lexington at nearly 100 years of service indicates that the organization has the requisite experience to successfully accomplish the stated projects listed in this grant proposal. The current Executive Director, Daniel Baer, has served The Nathaniel Mission for over 9 years, overseeing the procurement, execution, and completion of numerous grant projects, including securing and successfully executing Office of Social Services Extended Social Resourcing grants in multiple categories for the past several cycles. Additionally, Daniel Baer navigated The Nathaniel Mission through a property purchase in the fall of 2018 that settled the organization in its current seven-warehouse complex for the foreseeable future. Mr. Baer also currently oversees all property improvement and management projects, including the completion of numerous critical updates such

as HVAC system replacements, major landscaping changes, full-warehouse outfitting renovations in three of our buildings, and other emergent property needs as they arise. The Nathaniel Mission's property oversight is additionally managed by the direct involvement of a Property Team within our Board of Directors. Current Property Team Board members include Chad Crouch, Realtor and Owner of Crouch Enterprises and H2 Construction, as well as the supportive oversight of additional professionals and property management experts as needed. All proposed projects within this grant were established through the collaborative counsel of this Board Team, and all subsequent bids for project completion by local contractors were vetted by this group's expertise and experience with such procurement and project management.

Fiscally, The Nathaniel Mission currently holds adequate funds for the completion of the proposed projects in our strategic operational support reserves. These funds are held as the remaining proceeds from the sale of The Nathaniel Mission's historic property on De Roode Street in Davis Bottoms after The Nathaniel Mission purchased its current complex in 2018. As such, The Nathaniel Mission holds all necessary funding to proceed with projects while anticipating grant reimbursement for expenses. The grant funding would ensure that these strategic operational support reserves are maintained for the fiscal wellbeing of the non-profit as we continue to prioritize community service and resourcing operations. Fiscal oversight, including the financial details behind grant project completion and reporting, would be the direct responsibility of The Nathaniel Mission's bookkeeper, Andrew Ferguson, and our Board Treasurer, Mark Hepner, partner at CapinCrouse.

Section 4: Operational Feasibility:

The Nathaniel Mission has procured bids for the completion of fencing and lighting projects, and the contractors whose bids are included in this proposal have indicated that work on the project can proceed as soon as grant funding is finalized. As such, work on fencing and lighting installation will proceed in November of 2025, should the grant request be awarded, and will be completed within four work weeks. No additional funding will be necessary for the completion of this project as the total budget for the project falls well within the grant funding total and The Nathaniel Mission currently holds necessary fiscal resources to initiate the project within its strategic operational reserves. Oversight of this project will be carried out by Executive Director, Daniel Baer, in collaboration with the Board of Directors Property Team and Nathaniel Mission Bookkeeper, Andrew Ferguson, and Treasurer, Mark Hepner.

Section 5: Cost Analysis (and attachments):

The cost for property fencing and exterior lighting measures totals $36,731.20. This number reflects the current low bids from local contractors, and as more bids continue to be assessed, the cost of the project may decrease below this total. Within this total project cost are both work associated with enclosing grassy and off-limits areas of the property with 8ft chain-link fencing as well as 11 individual wall-mounted exterior lights to illuminate all areas behind and in-between buildings. As the attached bid demonstrates, all included labor and materials for these deterrent measures will dramatically increase the safety and security of our entire property and limit access to

areas that would otherwise be used for illicit activity. Please see the attached bid for a detailed breakdown of total cost for the project, as well as the itemized list below:

SCOPE OF WORK	TOTAL COST
Fencing Installation: Material and Transportation - 8' Commercial Grade Chain Link Fence Construction - 8' Commercial Grade Chain Link 60"x8' Double Drive Gate (2) Permit Fee	 $13,755.00 $12,600.00 $1,990.00 $175.00
Subtotal (after sales tax):	$30,231.20
Lighting Installation: 9 Commercial Grade Exterior Light Packs 2 Commercial Grade Downcaster Light Packs Labor/Materials for Wiring and Set Up	 $6500.00
TOTAL BID:	**$36,731.20**

Please find the Condensed FY26 Nathaniel Mission Budget for your reference below:

INCOME		
Donations	$180,000.00	
Grants	$160,000.00	
Rent	$206,931.53	
Interest	$500.00	
TOTAL		$547,431.53
EXPENSES		
Mortgage & Utilities	$189.601.50	
Administration	$59,534.48	
Poverty Intervention & Prevention	$81,518.64	
Health and Wellness Initiatives	$80,033.28	

Children/Youth Development Programs	$77,359.92	
Operations	$43,050.00	
TOTAL		$531,097.82
NET PROFIT		$16,333.71

PROJECT #3 - PARKING LOT REPAIRS

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

The Nathaniel Mission has served low income, underserved, and marginalized Lexington-Fayette County residents for nearly 100 years. Seated along the Versailles Road Corridor amongst many overlooked neighborhoods and communities, The Nathaniel Mission has long existed to provide first-response, low-barrier resourcing and care to some of Lexington's most vulnerable persons through three primary areas of service: Poverty Intervention and Prevention, Health and Wellness Initiatives, and Children and Youth Development Programming. The Nathaniel Mission's various programs and initiatives aim to fill critical gaps in services for unhoused, critically poor, marginalized, and overlooked neighbors, including but not limited to: day center services, breakfast and lunch service, Mission Market groceries and household goods, clothing, toiletries and personal hygiene items, case management, vision clinics, podiatry care, diabetes wellness support, nutritional education and access, after school programming, summer camps, employment clinics, health fairs, community resourcing events, and much more. The myriad of services and resources provided by The Nathaniel Mission to Lexington-Fayette County residents are targeted at primarily alleviating the difficulties of critical poverty and homelessness in our communities as well as offering accessible services to helping our neighbors step up and out of the cycles of poverty through education, employment, and housing support. The Nathaniel Mission is currently in good standing with the Secretary of State and holds a Gold Seal

of Transparency 2025. Though Nathaniel Mission is historically Christian and holds to Christianity's core tenets of community service and care, no proselytizing efforts or religious services are provided by The Nathaniel Mission in its various programs and resourcing opportunities. The Nathaniel Mission agrees to comply with any and all applicable local, state, and federal laws in the carrying out of its programs in correlation with this grant application. The Nathaniel Mission owns its warehouse complex from which it currently operates and for which it requests the following facility improvement project funding.

Section 2: Demonstrated Need:

The Nathaniel Mission's warehouse complex includes a variety of parking areas utilized by its clients, partners, and volunteers. With over 20 years of use, many of the most frequently used driving lanes within our warehouse complex show significant signs of deterioration. The use of parking around our warehouse complex enables The Nathaniel Mission to provide numerous critical services to our neighbors, including: transportation and delivery of food for provided meals and pantry services; the reception of donated goods for personal wellbeing including clothing, hygiene products, household goods, weather-appropriate items such as winter weather gear; accessible spaces for handicapped individuals to participate in services, medical clinics, and case management; and the provision of necessary parking of community members who participate in the day shelter, especially in adverse weather conditions.

The Nathaniel Mission therefore requests funding for targeted updates of our paved spaces which are most critically in need of repairs. By addressing cracks,

disintegration, and other asphalt issues at this stage of disrepair, The Nathaniel Mission can both improve driving and walking conditions in these areas for more accessibility and safety as well as prevent the need for more dramatic and costly replacements of larger spaces in the near future. Those asphalted areas that are deemed in need of repair at this stage would be expertly milled, replaced, and patched to create seamless integration into existing paved spaces. These repairs would further ensure that The Nathaniel Mission can provide accessible and safe entry into our warehouse complex for all participants in our services.

Section 3: Applicant Capacity for Project:

The Nathaniel Mission's standing as the most historic non-profit organization in Lexington at nearly 100 years of service indicates that the organization has the requisite experience to successfully accomplish the stated projects listed in this grant proposal. The current Executive Director, Daniel Baer, has served The Nathaniel Mission for over 9 years, overseeing the procurement, execution, and completion of numerous grant projects, including securing and successfully executing Office of Social Services Extended Social Resourcing grants in multiple categories for the past several cycles. Additionally, Daniel Baer navigated The Nathaniel Mission through a property purchase in the fall of 2018 that settled the organization in its current seven-warehouse complex for the foreseeable future. Mr. Baer also currently oversees all property improvement and management projects, including the completion of numerous critical updates such as HVAC system replacements, major landscaping changes, full-warehouse outfitting renovations in three of our buildings, and other emergent property needs as they arise.

The Nathaniel Mission's property oversight is additionally managed by the direct involvement of a Property Team within our Board of Directors. Current Property Team Board members include Chad Crouch, Realtor and Owner of Crouch Enterprises and H2 Construction, as well as the supportive oversight of additional professionals and property management experts as needed. All proposed projects within this grant were established through the collaborative counsel of this Board Team, and all subsequent bids for project completion by local contractors were vetted by this group's expertise and experience with such procurement and project management.

Fiscally, The Nathaniel Mission currently holds adequate funds for the completion of the proposed projects in our strategic operational support reserves. These funds are held as the remaining proceeds from the sale of The Nathaniel Mission's historic property on De Roode Street in Davis Bottoms after The Nathaniel Mission purchased its current complex in 2018. As such, The Nathaniel Mission holds all necessary funding to proceed with projects while anticipating grant reimbursement for expenses. The grant funding would ensure that these strategic operational support reserves are maintained for the fiscal wellbeing of the non-profit as we continue to prioritize community service and resourcing operations. Fiscal oversight, including the financial details behind grant project completion and reporting, would be the direct responsibility of The Nathaniel Mission's bookkeeper, Andrew Ferguson, and our Board Treasurer, Mark Hepner, partner at CapinCrouse.

Section 4: Operational Feasibility:

The Nathaniel Mission has procured bids for the completion of asphalt repairs, and the contractor whose bid is included in this proposal has indicated that work on the project can proceed as soon as grant funding is finalized. As such, work on asphalt repairs will proceed in November of 2025, should the grant request be awarded, and will be completed within one work week. No additional funding will be necessary for the completion of this project as the total budget for the project falls well within the grant funding total and The Nathaniel Mission currently holds necessary fiscal resources to initiate the project within its strategic operational reserves. Oversight of this project will be carried out by Executive Director, Daniel Baer, in collaboration with the Board of Directors Property Team and Nathaniel Mission Bookkeeper, Andrew Ferguson, and Treasurer, Mark Hepner.

Section 5: Cost Analysis (and attachments):

The cost for parking lot asphalt repairs total $12,230.00. This number reflects the current low bid from local contractors, and as more bids continue to be assessed, the cost of the project may decrease below this total. Within this total project cost are repairs to four significant sections of our parking lot, including an inclined corner turn for access to rear warehouses, two 100x2ft center asphalt strips along parking rows, and a large patch directly in front of our main warehouse facility. As the attached bid demonstrates, all included labor and materials for these four asphalted parking lot areas will dramatically increase the safety and accessibility of our warehouse complex for all

those who arrive. Please see the attached bid for a detailed breakdown of total cost for the project, as well as the itemized list below:

SCOPE OF WORK	TOTAL COST
Asphalt Removal (approx. 3,100 sq.ft.): Mill 3 designated areas - approx. 1.5-2" Haul off spoils Install tack oil for adhesive purposses	
Asphalt Repairs (approx. 3,100 sq.ft.): Install 2" overlay of Grade-1 Bituminus Asphalt Surface Mix Compact with Heavy Duty 4 ton vibratory compactor roller & 2 ton vibratory finish roller	
TOTAL BID:	**$12,230.00**

Please find the Condensed FY26 Nathaniel Mission Budget for your reference below:

INCOME		
Donations	$180,000.00	
Grants	$160,000.00	
Rent	$206,931.53	
Interest	$500.00	
TOTAL		$547,431.53
EXPENSES		
Mortgage & Utilities	$189.601.50	
Administration	$59,534.48	
Poverty Intervention & Prevention	$81,518.64	
Health and Wellness Initiatives	$80,033.28	
Children/Youth Development Programs	$77,359.92	
Operations	$43,050.00	

TOTAL		$531,097.82
NET PROFIT		$16,333.71

J.HAWK CONSTRUCTION

Date: *Friday, September 19, 2025* Estimate # E25107

Company: **Nathaniel Mission**
1109 Versailles Road, Suite 400
Lexington, KY

Attention: Meghan Talley

Reference: Building Security Improvements

Project: **Door Repairs**

J Hawk Construction LLC is pleased to provide you with a price on the above referenced project. Our price includes all Labor, Tools, Materials, Equipment, and Supervision to install this project per our scope of work as follows:

Scope of Work:

1) Quote based on integrity Architecture Plans and site visit 9/16/25
2) Provide all safety equipment to perform work as safely as possible

3) Suite 100:

4) Provide and install (1) new 3/0-7/0 steel door without window glass
5) Provide and install (1) new door closer
6) Provide and install (1) new emergency exit device
7) Provide and install (3) new door hinges with screws
8) Provide labor to sand door frame
9) Provide labor and materials to spray metal primer on door frame
10) Provide labor and materials to mechanically fasten door threshold to concrete
11) Provide labor and material to patch (bondo) bottom of door frame
12) Provide labor and materials to apply sealant to exterior of door frame and building
13) Paint excluded

14) Suite 150:

15) Provide and install (1) new door closer
16) Provide and install (1) new emergency exit device
17) Provide labor to adjust door latch

J.HAWK CONSTRUCTION

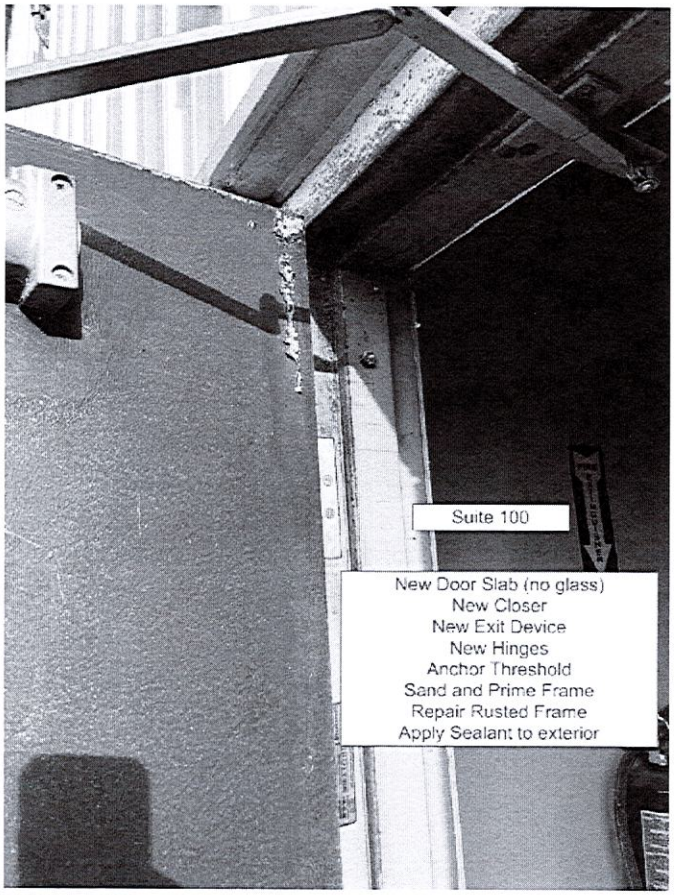
18)Provide labor to adjust door frame and fasten to structure as needed
19)Demo to interior of building will be replaced, painting by others

20)<u>Suite 300:</u>
21)Provide labor to adjust door latch

22)<u>Suite 400:</u>
23)Provide and install (1) new door closer
24)Provide and install (1) new emergency exit device
25)Provide and install (3) new door hinges with screws
26)Provide labor to repair bent hinge pocket
27)Provide labor to repair hole in jamb
28)Paint excluded

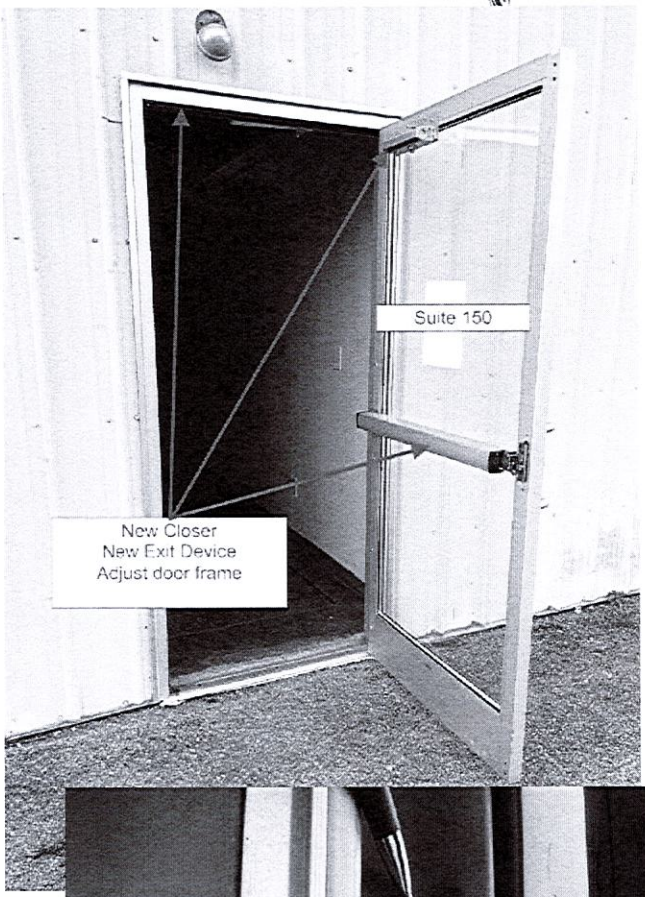
<u>Base Bid: $17,225.00</u>

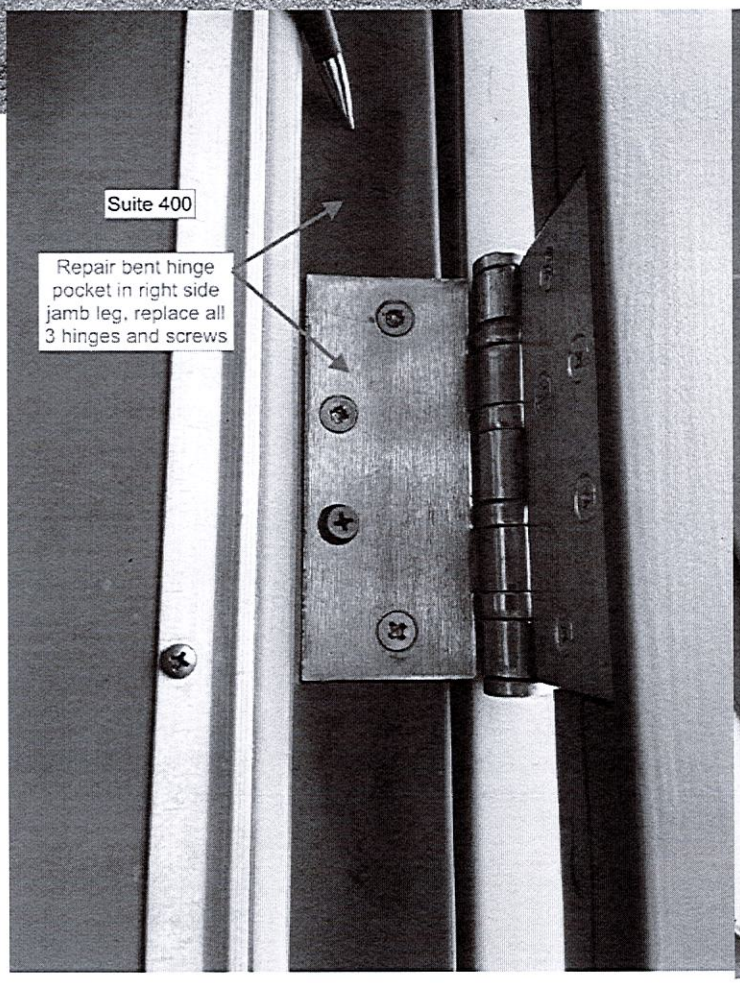
Sincerely,
J Hawk Construction LLC
GENERAL TRADES DIVISION
Jay Hawkins
PRESIDENT

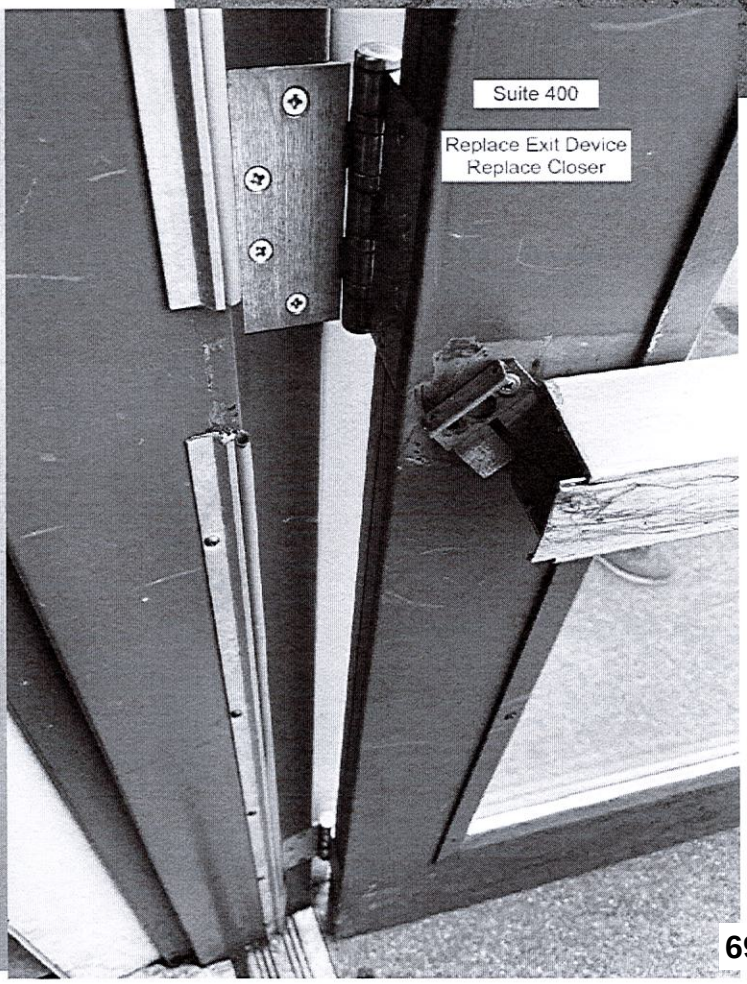


<u>1176 Deer Haven Lane</u>
<u>Lexington, KY 40509</u>

J.HAWK CONSTRUCTION







Chafin Fence

312 Thompson Road | Lexington, Kentucky 40508
8595528763 | chafinfence@gmail.com | chafinfence.com

RECIPIENT:

The Nathaniel Mission
1109 Versailles Road
Lexington, Kentucky 40508

Phone: 8593822987

Quote #900	
Sent on	Sep 18, 2025
Total	**$30,231.20**

Product/Service	Description	Qty.	Unit Price	Total
Material & Transportation - 8' Commercial Grade Chain Link		525	$26.20	$13,755.00
Fence Construction - 8' Commercial Grade Chain Link		525	$24.00	$12,600.00
60" W x 8' H double drive gate - chain link	Fabrication, labor, and hardware included	2	$995.00	$1,990.00
Permit Fee		1	$175.00	$175.00

Subtotal	$28,520.00
Sales Tax (6.0%)	$1,711.20
Total	**$30,231.20**

This quote is for the installation of brand new 8' commercial grade chain link fencing to deter unwanted visitors and consistent loitering.
- Two single gates measuring 60" in width

Driven Posts - iDrive System - LIFETIME Craftsmanship Guarantee

Please contact us with any questions you may have!

Thank you,

Chafin Fence

This quote is valid for the next 30 days, after which values may be subject to change.

C&R Asphalt, LLC
415 Rebmann Lane
Lexington, KY 40504
(859) 255-0077 Office
(859) 255-2570 Fax
(859) 621-5941
www.asphaltanimals.com
larry@asphaltanimals.com

***Paving: Overlays & New site Construction**
***Excavation / Storm Drainage**
***Asphalt Sealcoating / Striping / Crackfill**
***Recycled Products: DGA/57's/ #2 rock/Millings**
Wirtgen Milling Machine
***Infrared Patching / Cold Patch Bulk Sales**
Concrete / Concrete Retaining Wall Blocks
***Member Better Business Bureau**

Proposal Submitted To	Contact Person		Work Phone
Nathaniel Mission	Dan Baer		859-255-0062
Street	**Home Phone**		**Mobile**
1109 Versailles Rd. #400	-		859-382-2987
City	**State**	**Zip**	**Fax**
Lexington	KY	40508	-
Project Name	**Project Location:**		**C & R Contact:** / **Cell Phone**
various asphalt repairs			**Larry Crosthwaite** / **(859) 621-5941**
Email Address:	dbaer@nathanielmisson.com		

Terms:	Proposal Number	Proposal Date	Quotation Expires
Net on Completion	LC-252125	9/16/2025	1/0/1900

Footage	Description	Amount
ASPHALT REPAIRS Approx. Sq. ft. 3,100	Mill 3 desinated areas approx .1.5" - 2" Haul off spoils. Install tack oil for adhesive purposes. Install a 2" overlay of Grade-1 Bituminus Asphalt Surface Mix. Compact with Heavy Duty 4 ton vibratory breakdown/compaction roller & then a 2 ton vibratory finish roller.	
	TOTAL PAVING	**$12,230.00**

All material is guaranteed for one year as specified, and the above work to be performed in accordance with the drawings and/or specifications submitted for above work and completed in a substantial workmanlike manner.

C & R Asphalt, LLC. **C & R Authorized Signature** *Larry Crosthwaite*

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Legal fees and expenses incurred in the collection of monies owed according to this contract will be borne by the customer. A service charge of 2% per month or 24% per annum will be added to all balances over 30 days. Price is subject to any increases in material costs incurred by C & R Asphalt, LLC from proposal date of contract. Do to voids or settling under concrete sidewalks or aprons, C & R Asphalt, LLC is not responsible for damage to existing sidewalks; aprons or structures. Warranty is exclusive of issues caused by vegetation growth or weather related. Warranty will be void on new paving if sealcoated by another contractor. It is the customers' responsibility to call 811 to have any questionalble underground untilities marked & for any/all needed permits/fees. Credit card payments will incurr a 3% added fee.

Customer Signature _____ **Date** _____

Nathaniel Misson
1109 Versailles Rd.
Legend
The Nathaniel Mission
Recovery Cafe Lexi
Hope Springs Community Church
Google Earth
Rite-Way Auto Glass
1109
1109 Versailles Rd
N
100 ft

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
COMMUNITY PROJECT AGREEMENT

THIS COMMUNITY PROJECT AGREEMENT ("Agreement") is made and entered into on the _____ day of _____ 202___, 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 URBAN LEAGUE OF LEXINGTON-FAYETTE COUNTY, a Kentucky nonprofit corporation ("Organization"), with offices located at 148 DEWEESE STREET, LEXINGTON, KENTUCKY 40507.

W I T N E S S E T H

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 148 DEWEESE STREET, 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 Seventy Thousand Dollars ($70,000.00) ("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) Roof Replacement and Wall Repairs	1) $40,000.00	1) FACILITIES IMPROVEMENTS
2) Interior and Exterior Lighting	2) $6,000.00	2) FACILITIES IMPROVEMENTS
3) Flooring Replacement, Handicap Ramp, and Concrete Repairs	3) $12,000.00	3) FACILITIES IMPROVEMENTS
4) Internet Upgrade and Enclosed Wire Cabinet	4) $12,000.00	4) 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:
Porter G. Peeples, Sr., Executive Director
Urban League of Lexington-Fayette County
148 Deweese Street
Lexington, KY 40507

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.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

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, Mayor

ATTEST:

_____
Clerk of the Urban County Council

URBAN LEAGUE OF LEXINGTON-FAYETTE COUNTY

BY: _____
PORTER G. PEEPLES, SR., Executive Director

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this the _____ day of _____, 202___, by _____, a Kentucky nonprofit organization.

My commission expires: _____

Commission number: _____

_____
Notary Public, State-at-Large, Kentucky

EXHIBIT A

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

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, Porter G. Peeples, Sr, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Porter G. Peeples, Sr and he/she is the individual submitting the proposal or is the authorized representative of Urban League of Lexington-Fayette County, the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Annissa M. Franklin on this the 1st day of October, 2025

My Commission expires: September 1, 2029

ANNISSA MARIE FRANKLIN
Notary Public, ID KYNP34758
State at Large, Kentucky
My Commission Expires on Sept. 1, 2029

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Section 503 of the Rehabilitation Act of 1973 states:

  The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

****

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

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

Signature

Urban League of Lexington-Fayette County
Name of Business

Firm Submitting Proposal: Urban League of Lexington Fayette County

Complete Address: 148 Deweese Street Lexington, KY 40507
Street City Zip

Contact Name: Porter G Peeples, Sr. Title: President/CEO

Telephone Number: 859.229.5937 Fax Number: N/A

Email address: PG@ullexfay.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, safely 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.

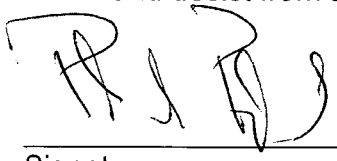
16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern 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

October 1, 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.

00548704

Lexington-Fayette Urban County Government
Request for Proposals

Nonprofit Capital Grant Program
Facility Improvements
Scope of Work

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

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

- **NOTE: Agencies who received funding from 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.
   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	*Mechanical, Electrical and Plumbing*
B. Exterior	*Roofing, Windows, Gutters, Masonry, Siding*
C. Interior	*Flooring, Walls, Ceilings, Lighting*
D. Property Site	*Acquisition of Property, Parking, Sidewalks, Lighting, Utilities, Signage*
E. Environmental Remediation	*Asbestos, Lead Paint, Air Quality*

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
   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: Urban League of Lexington - Fayette County

Mailing Address: 148 Deweese Street, Lexington, KY 40507

Street Address: 148 Deweese Street, Lexington, KY 40507

Phone: (859) 233 - 1561

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)*:
Porter G. Peeples, Sr., President/CEO, 859-229-5937, PG@ullexfay.org

Person Completing Application *(Name, Title, Phone, Email):*
Annissa M. Franklin, Vice President, 859-233-1561, Annissa@ullexfay.org

Project Information

Funding Requested by Project, if bundling multiple Projects:

Project: Roof Replacement and Wall Repairs — Request $ 40,000
Facility Improvement project

Project: Interior and Exterior Lighting — Request $ 6,000
Facility Improvement project

Project: Flooring Replacement, Handicap Ramp and Concrete Repairs — Request $ 12,000
Facility Improvement project

Project: Internet Upgrade and Enclosed Wire Cabinet — Request $ 12,000
Facility Improvement project

Total Funding Amount Requested: $ $70,000.00

- **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.**

Urban League of
Lexington-Fayette County

Empowering Communities.
Changing Lives.

RFP#28-2025 Nonprofit Capital Grants Program – Facilities Improvement

Dear Evaluation Committee,

The Urban League of Lexington – Fayette County seeks funding for four (4) capital improvement projects for its Technology Center located at 145 Deweese Street, Lexington, KY 40507. The facility is essential to the League's programming and serves 58% of its annual clientele. Thank you for the opportunity to present this proposal. We look forward to making these improvements to better serve those most in need in our community.

SECTION 4.1: Directly Provide or Indirectly Facilitate the Provision of Services to Low-Income, Underserved, or Marginalized Lexington–Fayette County Residents.

MISSION AND OBJECTIVES

The Urban League of Lexington – Fayette County's (ULLEX) mission is to ensure African Americans and the disadvantaged achieve equality. To help African Americans and others in underserved communities achieve their highest true social parity, the League promotes economic empowerment through education and job training, housing and community development, workforce and professional development, and justice.

ULLEX programming goals and objectives, as described in the 2023 – 2026 Strategic Plan, are as follows:

GOAL 1. Affordable Housing

Increase affordable housing options for families.

- Objective 1: Expand Affordable Rental Housing Options
- Objective 2: Build Wealth Through Homeownership

GOAL 2: Youth and Education

Provide empowering educational opportunities for youth and adults.

- Objective 1: Foster Life Skills and Economic Preparedness
- Objective 2: Expand Access to Higher Education and Career Opportunities

GOAL 3: Workforce Development

Improve minority economic status through workforce development services.

- Objective 1: Develop Workforce Skills for Sustainable Employment
- Objective 2: Promote Leadership Equity and Career Advancement

In addition, three administrative-level items focus on succession planning, fundraising, and community awareness.

GOAL 4: Succession Planning

Identify key leadership positions and develop employees to assume these positions.

- Objective 1: Establish a workplan and succession committee
- Objective 2: Ascertain staffing needs

GOAL 5: Community Awareness

Increase community awareness and engagement, build brand recognition, articulate the Urban League's value, and generate support.

- Objective 1: Establish a marketing strategy
- Objective 2: Increase brand recognition and support

GOAL 6: Resource Development

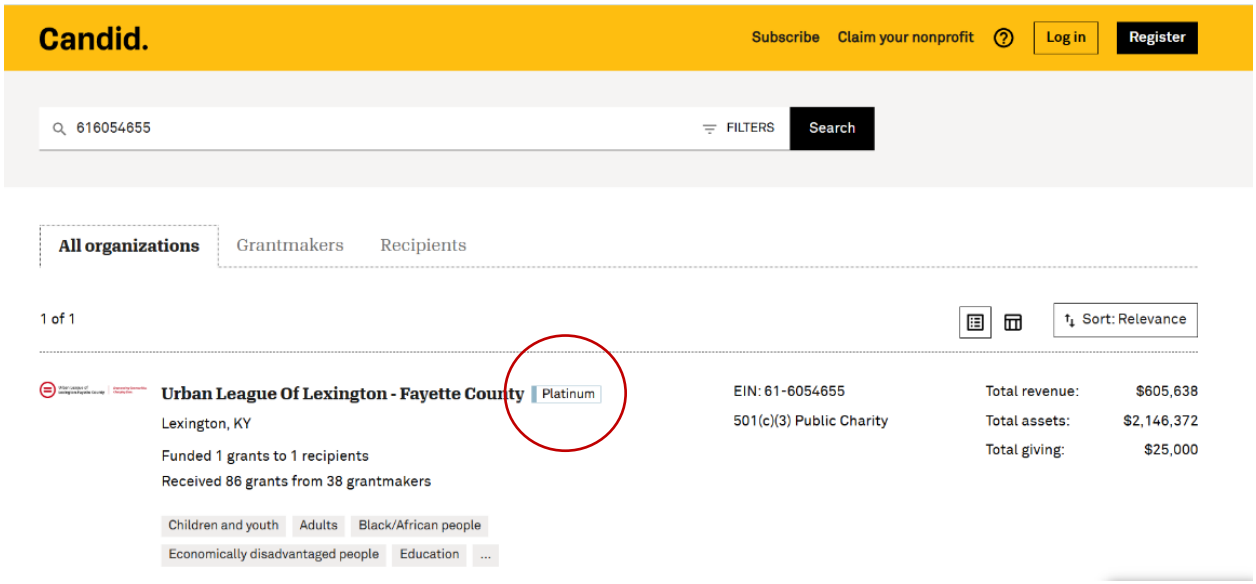
Increase financial resources to accomplish the mission.

- Objective 1: Establish a fund development plan
- Objective 2: Increase and diversify funding

4.1.1 Facility Location: 145 Deweese Street, Lexington, KY 40507

4.1.2 Good standing with the Kentucky Secretary of State

4.1.3 2025 Platinum Seal of Transparency on Candid



4.1.4 Funds, if awarded, will not be used to teach, advance, advocate or promote any religion.

4.1.5 Compliance, The Urban League of Lexington agrees to comply with all applicable local, state, and federal laws.

SECTION 4.2: DEMONSTRATED NEED - Demonstrate how the proposed capital project is needed for the agency to provide their services.

The Urban League of Lexington—Fayette County is a historic social justice and advocacy organization that equalizes life's opportunities for the underserved and marginalized. Formed in 1968 as an affiliate of the National Urban League, the Urban League of Lexington provides programming that empowers and helps individuals to achieve their highest potential.

Needed for Services: With this submission, the Urban League seeks funding for four capital improvement projects within its leased offices at 145 Deweese Street, Lexington, KY 40507, aka, the Technology Center. The facility houses core program operations, including computer and fiber optics training, the Urban Pathways Initiative (a Ready for Industry based certification program), soft skills development, barrier removal services, and the Volunteer Income Tax Assistance (VITA) site. With its two large classrooms, dry-erase boards, and equipment to host intimate (6-person) meetings or serve as a fully-equipped hybrid meeting location, this space is critical to the work of the League.

In FY25, the Urban League served 4,424 individuals. Of those, 2,591 (58.5%) received services at the Tech Center. To continue providing services, we must address facility issues affecting safety, accessibility, technology, and the learning environment.

Project 1. Roof Replacement and Wall Repairs

- **Need:** The ageing roof has allowed water into the building, causing damage to the walls and threatening electrical components. This insurgence compromises the integrity of the classrooms, office areas, training rooms, computers, and office equipment.

  Because of the failing roof, several walls are in jeopardy. “Water damaged walls pose serious risks, leading to structural weakening, which can cause cracks, warping, and even collapse; mold growth that can cause health problems and

spread rapidly; electrical hazards if moisture contacts wiring; and diminished property value."

More than property damage, this deteriorating roof puts each person coming through the doors at risk of complications due to mold and mildew. According to the Centers for Disease Control, "Research studies have shown that exposures to building dampness and mold have been associated with respiratory symptoms, asthma, hypersensitivity pneumonitis, rhinosinusitis, bronchitis, and respiratory infections. Individuals with asthma or hypersensitivity pneumonitis may be at risk for progression to more severe disease if the relationship between illness and exposure to the damp building is not recognized and exposures continue."

Solatube, a leader in ventilation systems, states that, "Not only is mold a serious risk to asthma sufferers, it can also cause fevers, headaches, skin problems like eczema, and contributes to poor sleeping."

- **Mission Connection:** Without a safe and dry environment for teaching and training, youth, adult and senior citizen programs and services are disrupted.

- Our second goal is youth and education. The Tech Center serves as the summer home for the Urban Pathways Initiative, which allows middle and high school students to explore various career pathways in high-demand, high-wage jobs. Students learned how to put together a resume, explore the career field and possible positions, and put together a budget based on the introductory salary for their preferred position. The Center is also used for students in the MADE program to participate in this same program during the school year.
- Our third goal is workforce development. This is the bulk of the training that happens in the center. The program director provides computer skills training to justice-involved neighbors and senior citizens alike. Depending on the classification, students learn how to use tablets and computers to enhance their quality of life. If seeking employment or simply computer skills, the directors meet with adults on Tuesdays and Thursdays and offer one-to-one training appointments when needed as well. The site is also used to teach the academic side of solar panel installation and fiber optics. The site is also the testing location for certifications.
- History has shown that the people looking for employment, have barriers that make keeping the job or getting to the job even harder. Our barrier removal specialists meets with individuals at the Tech Center.
- The Volunteer Income Tax Assistance coordinator also uses the location to complete taxes of low-income families.

If the damage remains unaddressed, it will eventually result in more debris falling from the walls and ceiling and damaged computers, leading to the loss of the most frequently used training space and the most common training method.

- **Code/Health Standards:** Addressing the roof prevents further structural damage, mitigates mold growth risk, and ensures compliance with health and safety standards. “A leaky roof puts you and your family's health and well-being at risk. Prolonged leaks can lead to problems like mold and mildew growth. Mold is triggering to asthma sufferers because when tiny spores are inhaled, they inflame the airways causing coughing, chest tightness and throat irritations.”

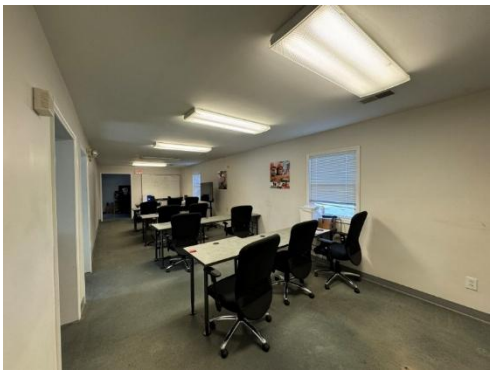
Addressing the source of moisture and removing saturated materials is critical in preventing further damage and maintaining the facility. Currently, we see drywall cracks, ripples in the walls, yellow staining, and the water’s pathway down the wall toward outlets.

2. Interior & Exterior Lighting

- **Need:** The Urban League’s Technology Center operates under fluorescent lights. In some cases, the lights in certain areas do not come on, though new bulbs have been installed. In one of the training rooms, the fixture was hanging off the ceiling and was temporarily removed. As a nonprofit builder, we understand that LEDs are more cost-effective, especially as prices rise. Upgrading our electrical system will reduce costs, increase safety, and improve employee productivity. As

reported by Vision Pro Optical, “Exposure to harsh fluorescent lighting can cause eye strain and blurred vision. The longer you're exposed to the light, the more likely you’ll experience the problem.”

- *Reduce Costs:* LED uses up to 90% less energy and burns up to 50 times longer than regular incandescent lighting and can last up to 12 years before needing replacement. Replacing the old bulbs with new LEDs is a way for us to save on energy bills, spend less with product replacement and invest those funds into something more meaningful, like self-sufficiency programming.
- *Employee Production:* “Research published in the Journal Frontiers of Psychology found that individuals working for businesses that took energy efficiency seriously are more productive on average. The report found that appropriate lighting and properly installed Heating Ventilation and Cooling (HVAC) systems were largely responsible for this increase in productivity.” Increased productivity means more families are served and empowered to improve their economic conditions.



Pictured here, there are 5 rows of light. One, as you can see toward the left, second from the dry erase board, is out. The bulbs have been replaced with new ones, but they still will not illuminate.

- **Mission Connection:** Existing interior and exterior lighting has deteriorated, resulting in dimly lit classrooms and unsafe

outside areas after dark. Bright, secure, and professional learning environments promote participant focus and serve as a suitable meeting backdrop. For initiatives like the Urban Pathways Initiative, fiber optics, and computer skills training, proper lighting is essential for students to see their work and refer to handouts that foster self-sufficiency and deductive reasoning skills. VITA preparation also requires adequate lighting to view tax information for federal and state submissions. Exterior lighting is crucial for the safety of staff, families, seniors, and justice-involved individuals accessing evening services.

- **Code/Health Standards:** Funding for this project will help us meet coding requirements. The Occupational Safety and Health Administration (OSHA) sets minimum lighting levels for work areas to protect employee safety. Correcting water-damaged walls and faulty lighting addresses safety hazards. Improved lighting ensures compliance with safety standards and enhances security for vulnerable participants and staff.

3. Flooring Replacement & Handicap Ramp Repairs and Concrete Repairs

- **Need:** A stained carpet is unsanitary, hard to maintain, and not suitable for areas with high foot traffic. The Technology Center was opened in 2009 and that same carpet is still in place today. In just the most recent year, over 2,000 people walked on that carpet, spilled drinks, dripped ink pen ink, etc. In 16 years, the Center has served thousands, including youth for summer programming with breakfast and lunch served in the space. It has served senior citizens in wheelchairs and other adults with coffee and sodas in hand. It has been the

home for VITA tax services beginning in January, meaning snow, ice, salt, and more have left their mark as well. “For a training room, vinyl plank flooring offers significant benefits over carpet, primarily due to its superior durability, hygiene, and stability. Carpet is generally only suitable for light, low-impact activities, while vinyl plank is designed to withstand heavy use and equipment.”

Pictured above, carpet at the entrance, bleach stains on soiled carpet area, ink stains.

The current handicap ramp has broken boards and chipped paint on its railing, creating safety and health hazards and limiting access for people with mobility challenges. Research shows that the bowing we can see is “particularly dangerous because the rot can compromise the integrity of the structure and it may not be able to handle the weight that it was originally built to support,” according to EZAccess.com, a company specializing in such ramps. They continue by stating, “If the nail became loose due to warped wood in a wet environment, there is also a possibility that rust was present. As we all know, a foreign object with rust can cause Tetanus, yikes! If a nail becomes loose or even worse, goes missing, this can also decrease the structural integrity of the ramp.”

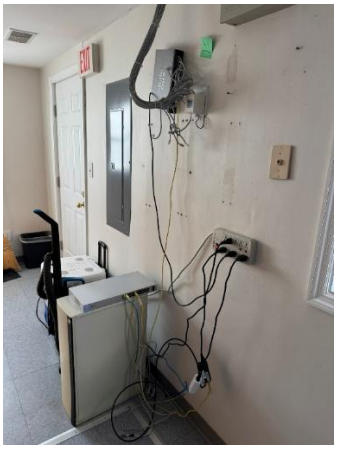
They point to certain things to look for. We have noticed corroded nails, nail heads “standing out,” rickety railings and broken boards.

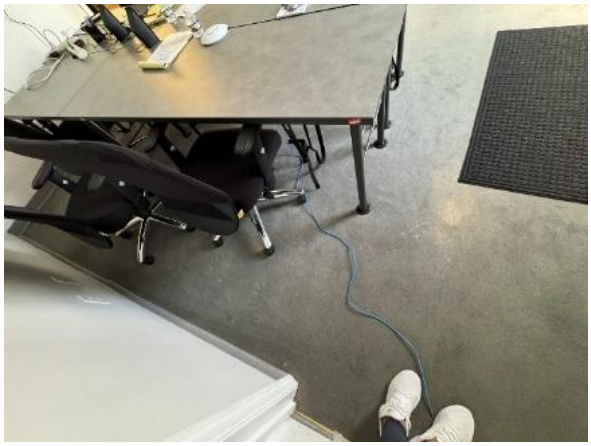
- **Mission Connection:** Access to the Technology Center is critical to 58% of our participants. That’s the number of people we have served in the past fiscal year who walked through those doors. This doesn’t include partner or staff meetings. Most of the work we do happens in this space. Any job skill is likely taught here. From senior citizens learning how to use a computer to low-income families getting their taxes prepared for free, this facility is the training hub. A secondary site is not equipped with technology and shares a wall with an Early Head Start program. This is the League’s training facility. Without these repairs, the facility is becoming inaccessible.
- **Code/Health Standards:** Replacing the flooring and fixing the ADA ramps directly ensures compliance with accessibility standards and eliminates hazards that put participants at risk.

4. Internet Upgrade & Enclosed Wiring

- **Need:** As I write this proposal, I am working from home because the internet, mainly housed at the Tech Center, has gone down. To say that the infrastructure

is deteriorating is an understatement. We are teaching technology and our technology may fail without notice. This undermines our credibility as a leading facilitator for teaching technology skills to job seekers, especially seniors. Exposed wiring in classrooms and the kitchen area creates trip hazards (see the pictured blue wire running in the walkways) and technical vulnerabilities. A Technology Center with exposed wiring further destroys our credibility. “Visible damage makes classrooms and meeting spaces look neglected, which can lower morale and reduce participants’ sense of dignity and focus. A professional, well-maintained environment communicates respect and builds trust.”





- **Mission Connection:** An upgraded internet is essential for hosting fiber optics certification, solar classes and technology training. Updating this Center helps us to deliver quality computer skills classes while also supporting virtual and hybrid workforce development sessions. Our VITA tax services happen on Sundays and I have been called to address dropped internet service and talk the program director in reseting the system. Lastly, a renewed internet system helps us keep up with today’s and future students

while providing summer youth programming and introducing top high-demand, high-wage careers.

- **Code/Health Standards:** Enclosing wiring eliminates tripping hazards and ensures compliance with electrical safety standards.

This capital improvement will ensure safe, code-compliant, and professional facilities for nearly 2,600 participants annually. It will expand technology-enabled learning capacity for youth and adults, improve accessibility and participant safety, particularly for individuals with disabilities, seniors, and evening program users, strengthen the League's ability to deliver on its mission of youth, education, and workforce development by removing barriers caused by unsafe, outdated, or inaccessible spaces.

SECTION 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.

STAFF CREDENTIALS

Porter G. Peeples, Sr., President/CEO

1969 - present

In 1972, P.G. Peeples became the CEO of the Urban League and continues to serve in this role today. Under his leadership, the nonprofit has made its mark by building

affordable housing, providing workforce and professional development opportunities, and offering youth and education programs. The organization also has a reputation for advocating for African Americans and the disadvantaged.

Housing is the signature activity of the Urban League through the work of its development corporation, which was established in 1981. Since its inception, 272 units have been added to the Lexington community. Of those, 161 are single-family homes, 60 are single-family rental units, and 51 are apartments for senior citizens. The total financial contribution and community impact over the years through these developments is $27,939,063. The most recent multi-family development, the Russell School Apartments, has received 2 national and 3 local awards: National Urban League Housing Award (2012); the National J. Timothy Anderson Award for Best Historic Rehab Utilizing LIHTCs – Medium (Between $5-10 Million Development Costs) (2013); Downtown Lexington Urban Innovation Award (2012); Bluegrass Trust's Clyde Carpenter Adaptive Re-Use Award (2012), and the Fayette Alliance Leader in Innovation Development (2013), National Urban League Housing and Community Development Champion Award (2018).

Peeples continues his dedication to the Lexington community through his active participation on numerous local and national boards. In acknowledgement of that work, he has received numerous throughout the years including: the National Urban League's Living Legend award (2022), the Leadership Kentucky Flame of Excellence Award (2022) the University of Kentucky honorary doctorate (2019), Lindsey Wilson College

honorary doctorate (2011), Kentucky Human Rights Hall of Fame, the University of Kentucky College of Education Hall of Fame, and a host of other awards.

Peeples has crafted a talented team that oversees its business, foundation, local, state, and federal grants that provide funding for all agency programs. His leadership and the execution of each award is why the Urban League is still serving the community with viable programs.

Annissa M. Franklin, MS, Vice President

2001 - present

With the organization for over 24 years, Franklin is responsible for program development, implementation and management, compliance with the national organization, board relations, policies, grant writing, human resources, marketing and social media. Upon starting her career with the organization, Franklin was responsible for processing bi-weekly payroll for 115 participants in a Department of Labor-funded program and semi-monthly payroll for the agency's four staff.

Franklin plays the key role in compliance matters that have allowed the Urban League to remain an affiliate of the National Urban League. Since 2004, affiliates must complete an affiliate assessment that covers their governance, fiscal matters, and mission-driven programming. There are 147 indicators that conclude with three 3" binders of

compliance documents. The list is vast and wide, covering everything from staff evaluations to the handling of funds and participant grievances to marketing and branding.

- Governance/Organizational Soundness - 44 indicators
- Fiscal/Organization Vitality - 68 indicators
- Implementation of Mission - 35 indicators

Since implementing this process, the Urban League has scored a 4.3, 4.7, 4.8 and a perfect 5.0. The most recent evaluation was held in November 2023.

Franklin holds a master's degree from Northeastern University in Nonprofit Management with an emphasis in Leadership and a bachelor's degree in Communication from the University of Kentucky. She is a 2022 graduate of the Empowering Community Leaders professional development series hosted by Fifth Third Bank. Through this effort she earned an Executive Certificate in Nonprofit Leadership from the Harvard Kennedy School of Executive Education, received Emotional Intelligence training from Case Western Reserve University, and participated in a Rental Housing Development Finance Certification from the National Development Council, and participated in a Small Business and Economic Development training through the Opportunity Finance Network. In addition, Franklin has earned an Education Finance Certification from Georgetown University, a Family Engagement Certification from Harvard University, and a Successful Leader certification from Catalyst.

In 2019, she was awarded the Fayette County Public Schools' Golden Apple Award and led the Urban League to receive this award in 2018. She has served on the Kentucky Department of Education's Accountability Committee – helping to establish the cut scores for the 5-star rating system – and served on the bias review committee for state testing. Under Franklin's leadership, a college and career conference was established in 2003 for first generation college students. This conference, LIFT, has now provided $84,000 in college scholarships and serves P – 12th grade students and their parents.

Shannon L. Brooks, Executive Administrator

2005 – present

Ms. Brooks joined the Urban League team to handle accounts payable and payroll. She is responsible for semi-monthly staff payroll and moved the office from paper checks to direct deposit, handling sensitive information in the process. Between 2005 and 2011 she was also responsible for processing bi-weekly payroll for participants in the Department of Labor's Senior Community Service Employment Program.

Brooks is responsible for maintaining compliance with the National Urban League's affiliate assessment regarding Organizational Vitality which focuses on resources, revenue, accounting policies and practices. As ongoing education, Brooks has participated in the National Urban League's Whitney M Young Conference for chief financial officers, and earned a certificate from the Lexington Fair Housing Council.

Brooks was responsible for the agency's 2022-2023 Capital Improvements grant issued by the City of Lexington. All invoices submitted were approved. The projects were completed on time and on budget.

Brooks was responsible for operating a CDBG-CV project awarded for projects that prevent, prepare for, or respond to the coronavirus. She successfully managed and administered housing stabilization funds to 120 Lexingtonians providing $240,380 in rental or eviction assistance and $4,665 in utility assistance.

Brooks has worked successfully on agency audits and took over this effort completely upon retirement of the VP in 2018. She has maintained an excellent standard leading the Urban League to receive the highest rating of an unmodified opinion with no notes management. The League has received this rating for over ten years.

LaTasha White, Development Manager

2019 – present

Ms. White serves as the development manager for the Urban League's Development Corporation. Her responsibilities include overseeing the existing 111 rental units, coordinating maintenance, inspection, and compliance for 60 units and building new units annually. In addition, she manages the process for construction and rehabilitating affordable housing units. Prior to this position, she served as the property manager,

screening tenants and overseeing the rehabilitation of units after tenants had moved out.

Working primarily with the Office of Housing Advocacy, all development corporation units are in compliance. We have just begun a new development having received approval from the City and funding to support two additional staff members to help with compliance and administration.

White has experience as a construction laborer as we all as contract services including bookkeeping, taxes, database creation and tracking. She holds a master's degree in Accounting and a bachelor's degree in business administration with a concentration on accounting.

Though the newest member of the team, to the Urban League side of the business, White worked directly with former VP of Internal Operations, Norman Franklin for over 10 years before transitioning to lead the work upon his retirement.

Norman Franklin

Employee now Partner of 40 years

In addition to the staff team, the Urban League has garnered the support and partnership of Norman Franklin, the former Vice President for Internal Operations. He held that role for 34 years and was directly responsible for establishing the League's

development corporation and having his hand in the 272 units in its portfolio. Franklin remains on contract with the Urban League to assist with matters of importance that staff may be unable to handle. During his tenure as development and finance, he oversaw several federal awards, including the Senior Community Service Employment Programs for 17 years. He also helped with the effective use of tax credit and HUD 202 monies.

PRIOR AGENCY EXPERIENCE

The Urban League of Lexington has prior agency experience in managing capital projects and grants in partnership with the City of Lexington. As the recipient of the FY2023 Nonprofit Capital Improvements awards, ULLEX kept the project on time and on budget. The award was for the renovation of the administrative offices. Funds allowed for the replacement of the roof, the repair of the drop ceiling, the switch to LED lighting, the waterproofing of the basement, and upgrades to the stairs and handrails to each level of the building. The total approved and successfully managed was $156,724.

FISCAL CAPACITY

The Urban League team that successfully managed the prior capital improvements project is still in place today. A quick summary of the League's fiscal capacity shows:

- Successful management of the 2023 Capital Improvements award
- Reserves and other holding accounts include: money market account ($675,605), endowment account ($254,000), operating reserves ($75,802), depreciation reserves ($39,079), and a line of credit ($50,000).

- Unmodified opinions from its auditors for more than 15 years
- Shannon Brooks, Executive Administrator, runs the in-house accounting matters in partnership with the JCC Group, which processes payments and payroll.
- Todd Ziegler, board treasurer, is President of Republic Bank's Central Kentucky Market.
- Annissa M. Franklin has 15 years of grant management experience. She has earned four certifications from Harvard University, specifically on nonprofits, fiscal responsibility, and program management.
- Tasha White, the newest team member, has an accounting degree, yet has more than 20 years of experience in construction. She currently runs the affordable housing component of ULLEX.
- Norman Franklin, former staff, is an accountant who led the Urban League in establishing a development corporation and has had his hand in all 272 units built and renovated by the League, including a HUD 202 Project and a Low-Income Housing Tax Credit project. Franklin retired in 2018, however is a contracted consultant.
- Peeples, with the organization for 56 years, is the orchestrator of this nonprofit. His leadership led to the creation of all programs while successfully raising funds to support each area and establishing an endowment.
- Endowment of

ORGANIZATIONAL INFRASTRUCTURE

The organizational infrastructure is as follows, with guidance from the National Urban League applied.

Planning: The work of the Urban League is guided by the President/CEO, the strategic plan, and studying trends in the community. All working together, staff will identify needs and discuss if the Urban League could and should address the issue based on it fitting into the core mission and vision. If so, Franklin and staff working in the identified area, will research best practices and assess what is needed to make a successful program. The final determination is made by the President/CEO with input from the board of directors. In the planning stage, Franklin and Peeples will draft the program for the Lexington area, considering budgeting, curriculum, and design, as well as National Urban League-like programming, job descriptions, volunteer, and staffing needs.

Opportunities: If applicable, Franklin will seek grant opportunities for funding as well as partners needed to make the program work. Search the local, state, federal, foundation, and private entities, Peeples and Franklin plan to connect with leaders to assess the viability of a funding request to their grantmaking division. After finding the right grant opportunities based on financial needs and funding eligibility, Franklin will submit multiple requests. In the interim, Franklin breaks down the budget into smaller segments. This is done as a precautionary measure if the requested budget is not met in full, the program can continue successfully.

Execution: Upon notice that the program will be funded, the team kicks into gear with a plan of implementation, already drafted during the first phase. Revisions are made according to the amount received by Franklin with approval from Peeples. The staff are contacted and given a start date. Accounting (Brooks) is notified when grants are sought after as well as when approved. Franklin will review the contract and advise Peeples in signing the document. Franklin will review the award's requirements with the project team and leadership. These items are reviewed and assessed quarterly. If Franklin administers the program, she reviews the deliverables with Peeples, and they discuss progress bi-weekly. Likewise, one contractor in the workforce development space and Franklin meet weekly to review the week's progress and current actions for the week ahead.

Bi-monthly, staff share program updates with the board. Currently serving are: Ray Daniels (Former Chair), Mary Kate Gray (community relations), Stephen Gray (construction), Adam Hall (community relations), Jason Henson (communications), Rodney Jackson (school finances), Laura Klumb (Board Chair/fundraising specialist), Melvin Lewis (young professional/IT), Risa Richardson (community relations), Roderick Sherman (utilities), Myron Thompson (COO/facilities management), Anthony Walker (general manager), Yajaira West (community relations), Dominique Wright (engineer), and Todd Ziegler (banker). Reviewing progress with them aids staff in areas we may have overlooked.

Grant reports are handled directly by the staff person overseeing the program. That report is shared and reviewed with Franklin. Based on that report and how it compares to the intended outcomes, a plan of corrective action is put in place should the program not be meeting benchmarks. The report is submitted to the funding source based on the agreed-upon timelines. If the report is needed at the end of the award, staff complete this report bi-monthly or quarterly based on when results are expected.
Grant Conclusion: As the program or grant concludes, Franklin directs the team to summarize the work completed in the grant period in a formal report. This report is reviewed before submission to the funding source. After successful completion, the program documents are maintained on file for seven years unless otherwise determined in the signed contract. The results are shared in the League's annual report, which is also shared with the National Urban League.

Additionally, because the Lexington Urban League is part of a larger national movement for social justice, there are policies and procedures regarding grant management and implementation. The affiliate assessment, conducted every three years by the parent organization, evaluates this process. It is emphasized that program and grant implementation are assessed continuously and an action plan for continuous improvement is developed. Some of the items monitored are quoted below from Criteria III Implementation of Mission evaluation system.

Standard 6 The Affiliate program has a written program design, which includes program rationale, target population, specific program activities and key client outcomes.

Indicators of Effectiveness

- 6.1 Program Design. The Affiliate program has a written program design which outlines a research-based program rationale which describes program's potential influence on key client outcomes. ___Yes ___No Verification Source or Comment(s): Copy of program(s) design/outcomes
- 6.2 Target Population. The Affiliate program has identified a target population in their community and has developed a communication and marketing plan to reach this target group. ___Yes ___No Verification Source or Comment(s): Copy of Communication and Marketing Plan
- 6.3 Measurable Goals and Objectives. The Affiliate program design includes measurable program goals and objectives. ___Yes ___No Verification Source or Comment(s): Copy of program(s) design
- 6.4 Program Curriculum. Program(s) has and uses a detailed program curriculum which includes defined program activities. ___Yes ___No Verification Source or Comment(s): Copy of program(s) curriculum

Standard 7 Program implementation is assessed on an ongoing manner and an action plan for continuous improvement is developed.

Indicators of Effectiveness

- 7.1 Program Implementation Plan. Program(s) has a written implementation plan which includes activities, staffing, facilities, management plan and timeline for program implementation. ___Yes ___No Verification Source or Comment(s): Copy of program(s) implementation plan

- 7.2 Process Evaluation Plan. Did the program(s) meet goals and deliver on key indicators identified by funders. ___Yes ___No Verification Source or Comment(s): Copy of process evaluation plan by program(s)

Standard 8 The Affiliate program has and implements an evaluation plan for describing client outcomes and assessing program effectiveness.

Indicators of Effectiveness

- 8.1 Evaluation Plan. The Affiliate program(s) has a written evaluation plan for demonstrating program effectiveness. ___Yes ___No Verification Source or Comment(s): Copy of written evaluation plan by program(s)
- 8.2 Performance Targets. The Affiliate sets targets for program(s) performance on selected outputs, client outcomes and indicators. ___Yes ___No Verification Source or Comment(s): Copy of key outputs, client outcomes, indicators and programmatic targets.
- 8.3 Performance Measures. The Affiliate compares program(s) results on key performance measures to targets, as a minimum evaluation model for measuring program effectiveness and impact. ___Yes ___No Verification Source or Comment(s): Targets for program(s) outputs and key client outcomes

LFUCG FUNDS MANAGEMENT PLAN

If awarded funds for capital improvements, Franklin will review the requirements with applicable staff, partners, and the board of directors. The staff included will be Brooks, the executive administrator who oversees accounting and funding; White, the housing

development manager and “general contractor,” who orchestrates the work; N. Franklin, the contracted staff with 40 years of experience with similar projects, and federal compliance; and Peeples, the president/CEO. Each item will be reviewed collectively.

SECTION 4.4: OPERATIONAL FEASIBILITY

4.4.1 Capital Improvements Project Plans and Timeline

Grant Award Date: December 2025

Project Completion Deadline: June 30, 2026

Immediately following the notice of award, staff will share with all participants utilizing the facility, that services will move to an alternate location temporarily. Depending on the scope and size of the training class, offerings will be moved to the Urban League’s Russell School Apartments Community Room located on 5th Street or utilize the Urban League’s main conference room located at 148 Deweese Street. An additional office at 148 Deweese Street will allow the workforce development staff person to work from there and the barrier removal staff will have access to a private conference currently used to maintain organizational history and is connected to the President/CEO’s office. If warranted, staff will have the option of working from home and through appointments, both in-person and virtual. After the improvements have been made, the Tech Center will re-open as usual, but with better lighting, better internet capacity, a compliant ADA ramp, and be free from tripping hazards.

Temporarily moving the Tech Center activities to alternate locations, according to staff consensus, will not disrupt the workflow or participant engagement. Instead, staff highlight that the process of making appointments was utilized for two years during covid and there were no client complaints. Additionally, staff plan to start smaller sessions in November to coincide with construction plans. Doing so will alleviate large classes requiring more space and moving further from the familiar training site. Smaller classes are more conducive for learning.

Careful research shows that improvement to the workspace increases productivity which means more low-income families are served. A study abroad investigated the impact of environmental conditions in the workplace on the health and job satisfaction of employees, which are core productivity factors. In the study 70% of the workforce was relocated to a building with a design focused on sustainability, health, and well-being. The results show “a significant improvement in the perceived environmental conditions, as well as in the health and well-being of the relocated workers, measured by the drop in incidence of sick building syndrome symptoms. Results are heterogeneous based on age: older groups of employees enjoy larger health impacts. The relocation effects remain persistent in the medium term (two years after the moving date). Importantly, a mediation analysis suggests that the achieved improvements in health and well-being lead to significantly enhanced job satisfaction and a 2% reduction in the prevalence of sick leave,” according to the National Library of Medicine. In short, the capital improvements will result in less time off and more productivity.

In-house strategies: internally, staff will temporarily relocate to the administrative building or work from home.

December 2025 – Pre-Renovations

Notify contractors of the final decision. Meet with the selected contractor to determine the final selection for product replacements, storage, access to the building, working timeline for contractor's staff, ordering long-lead-time supplies (roofing, flooring, lighting, etc.), understanding safety guidelines, temporarily moving staff offices to the administration building or alternate location, notifying all staff of expected completion time and introducing them to all contractor staff.

January 2026 – Planning & Procurement

Finalize the timeline for completion based on the ordering of supplies and availability, realizing that some of the work will depend on the weather. Staff prepare the space for renovations. Take "before" images for documentation.

February 2026

Secure required permits and inspections (if applicable), schedule project sequencing to minimize disruption of ongoing programs.

March 2026 – Structural & Safety Repairs

Begin roof replacement, repair water-damaged walls following roof completion, based on weather, begin handicap ramp repairs (boards replaced, rails repainted, ADA compliance check), and install exterior and interior lighting upgrades for security and visibility.

April 2026 – Interior Improvements

Remove stained carpet and install vinyl plank flooring, continue wall finishing, painting, and touch-ups, conduct interim safety inspection of ramp, lighting, and roof.

May 2026 – Technology Upgrades & Finalization

Complete internet infrastructure upgrade (install improved bandwidth service, enclose wiring in protective conduit, relocate access point to secure location), conduct final facility-wide inspection to ensure all projects meet local code, health, and safety standards, document improvements with before-and-after photos.

June 2026

Prepare the final grant report package demonstrating completed work and its impact on program delivery.

4.4.2 Adequate strategy for securing additional support

The renovation of the Technology Center brings enhancements we believe current and new corporate partners would want to support financially. Naming rights for a year are

an option for each training room. For the largest training room, $15,000; for the second location, $10,000; for the staff office, $5,000; for internet upgrades with logo on the home screen, $7,500; and $1,000 for the VITA tax site. That's $38,500. Initial requests would be made to the board and their respective businesses, followed by partnerships that coincide with the mission or the training happening in that particular space. For example, a possible sponsor for the room used for solar installation and fiber optics could be Edelen Renewable, Charter, Kinetic, or Metronet.

The Urban League also has a two-year fundraising strategy in place. Membership campaigns are proven and effective tools for converting prospects into donors, increasing the size of gifts, and building and strengthening relationships. They are among the most useful solicitation methods for individual donations. Of the $350 billion given to charities annually in the USA, approximately 84% comes from individuals. Historically, the Urban League has not solicited individual donors.

The Membership campaign captures all contributions made to the organization that are not based on an event, specific donation or purchase. It is a charitable "investment" in the work of the Urban League from someone committed to the organization's goals and values. All contributions made in this way ($50 or more) identify the individual as a "member" of the Urban League of Lexington. Individual membership is renewable annually. Small business memberships are also included. Businesses and local nonprofit organizations with budgets under $500,000 and/or less than 50 employees are essential to the health and well-being of our communities. Membership includes

participation in community roundtables, featured in a quarterly newsletter, 25% Discounted Urban League banquet tickets (2), and inclusion on the Urban League website with a company link for one year. Proceeds raised through membership are unrestricted dollars that may be used to support any shortfall with this project.

Identifying Members

Membership contributions of less than $500 will generally come through four primary sources, outside of the GoodGiving Campaign.

1. Acquisition efforts will seek initial contributions from individuals. Efforts to acquire new members will come primarily through the marketing committees' strategies and direct or email campaigns.
2. Special appeals to individuals within corporate sponsor organizations. These efforts will focus on encouraging additional investment in ULLEX's good work through contributions to specific, highly attractive projects and year-end appeals.
3. Volunteer opportunities will peak interest from corporate supporters and grantors who seek greater engagement.
4. Renewals will seek continuation of support from existing members, encouraging them to renew their annual contributions.

Goal Achievement will increase revenues by $11,500.

While waiting to hear the results of this request, staff will identify the most valuable upgrades. Plans to make up the shortfall will begin upon submission. With the funding gap identified, staff will complete their plan to make up the difference and get to work.

Furthermore, the Urban League has reserve accounts that require board approval to access. This is a quick way to address any shortfall; however, we don't want to pull from the interest-bearing accounts as a first option. Also, the Urban League has an available line of credit with Park Community Credit Union for $50,000. This account has been active since 2017. And finally, the League may pull interest from its Endowment or funds in the Money Market account that are unrestricted. Ideally, funds from the latter accounts would be reimbursed, making the membership and naming rights strategies viable options.

4.4.3 Adequate number of qualified staff to carry out the proposed project

There are four full-time staff members working on this endeavor: (1) P.G. Peeples, Sr., President/CEO, (2) LaTasha White, Development Manager, (3) Annissa Franklin, Vice President, and (4) Shannon Brooks, Executive Administrator.

Additional support for this project has been gained from Norman Franklin, contract staff. Additionally, the board of directors has pledged its project support and includes construction and facilities management experts. The first is Stephen Gray of Gray Construction. He will give input and support as needed after hearing monthly reports to the board on the endeavor. The same pledge has come from Myron Thompson, 1st Vice Chair of the board, the Chief Operating Officer for Fayette County Public Schools. Thompson is an executive-level school administrator responsible for federal, state, and

local laws and Board of Education policies, regulations, and procedures relating to school district operations.

4.4.4 Indicators that demonstrate that the project can be completed by April 30, 2027.

Construction development staff has researched ways to keep the timeline on track and communicated timeline parameters with the three contractors placing bids. Two of the three propose completing the project within 7 months.

1. Design a Materials Strategy – order early, manage expectations by communicating often with business/homeowners, and be flexible in incorporating new ways of combining materials
2. Design a Strategy to Keep Costs in Line—Take advantage of relationships, assemble the design team early, have alternatives for selected items at the start of the project, and reuse and refresh items if possible.
3. Have a Contingency Plan for Labor Shortage—There are trade schools and nonprofit programs specializing in construction and other trades. These entities are possible partners as they provide the training, but the League's project gives them real-world experience with the supervision of the partner's staff and League monitoring.

4.5: COST ANALYSIS – AND ATTACHMENTS

Project	AC & Dan Walker Services	Elaine Allen	Cerveja 1, LLC
1. Roof **Replacement and Wall Repairs**	Roof replacement At this address, we remove approximately 35 square shingles off the roof, replace with new dimensional shingles, ridge cap, felt, ice guard, and wall flashing, vent caps, vents, pipe boots, flashing,we will also haul off all debris and all materials included in the bidding. • $12,200 Painting &drywall repair	Elaine Allen proposes providing a new shingle roof system. This proposal includes removal of 1,900 sf of shingle, replacing damaged sheathing and installing a vapor barrier with a 30-year shingles. Includes new metal fascia, soffit & gutters. Painting interior walls (Offices, Training area, Restrooms, Kitchenette, and Misc.) • ***Base Proposal $56,700.00***	Remove existing roofing material. Inspect and replace damaged underlayment as needed. Install new roofing system with flashing and ridge venting. • $18,000 Removed and replaced damaged drywall areas. Finish, sand, and paint all walls and ceilings (2 coats color selected by owner). • $14,000

	We will paint the entire inside of the building, including two bathrooms, ceilings, and walls! Move furniture from one side while painting and put back in original order, also repair all drywall, all materials included in the bidding • $9,275 • **Walker Services: 21,475**		Remove and replace existing vulnerable exterior doors in the with new insulated units. Replace soffit panels in the back of the building to match existing. • $8,000 ★ **Cervejah 1: $40,000**
2. Interior and Exterior Lighting	No bid. • **Walker Proposal $0**	Scope includes replacing existing fluorescent bulb 2x4 lights with 2x2 LED Light panels. Furnish and install LED Exterior wall packs. • ***E. Allen $23,119.00***	Remove all existing light fixtures. Supply and install new LED fixtures throughout the building. • $6,000 ★ **Cervejah 1: $6,000**

3. **Flooring Replacement, Handicap** Ramp **and Concrete Repairs**	Remove ramp and rebuild We will remove the steel ramp and replace it with a wooden ramp and rails haul away all debris all materials included in bidding! • $9,880 Flooring laminant install The removal of all carpet and installation of laminated flooring throughout the entire building, including the kitchen area and bathrooms, if desired!! That	Scope includes removing existing flooring, furnishing and installing LVP flooring throughout the facility. Elaine Allen to provide a treated wood ADA ramp. Scope includes deo of the existing ramp. Building a new ramp according to code. Provide grip rite planks and metal handrails. Repair existing exterior steps and porch. • ***E. Allen $61,054.00***	Remove all existing flooring throughout the building. Install new flooring, material and type to be selected by Urban League. Includes base trim and transitions. Demolish and remove old ramp and install new ADA compliant ramp. • $12,000 **Cervejah 1 $12,000**

	includes moving furniture around as needed and all materials included • $15,500 Concrete repair: Add smooth finish to existing concrete • $350 • **Walker $25,730**		
4. Internet **Upgrade and Enclosed Wire Cabinet**	Enclose wiring cabinet • $300 • **Walker $300**	Scope of work to include new IT cabinet to be mounted to new location. Provide new Wi-Fi router and patch panel. Provide Wi-Fi access points in offices and training room	No bid. • **Cervejah 1 $0**

		★ **E. Allen *$49,340.00***	
5. Contingency	$6,000	$0	$6,000
TOTAL	**$53,505 Walker**	**$190,213 Elaine Allen**	**$64,000 Cervejah**

The majority of the work we aim to complete through Cervejah 1. The decision was based on the quality of work, customer reviews, and cost comparison with the reputable company, Elaine Allen.

Agency Budget

URBAN LEAGUE OF LEXINGTON-FAYETTE CO **ANNUAL BUDGET** **7/1/2025-6/30/2026**	2025-2026 ANNUAL BUDGET
BEGINNING BALANCE	
INCOME:	
UNITED WAY	25,000
UNEARNED REVENUE	0
ANNUAL REVENUE CAMPAIGNS	110,000
PROG/GRANT INCOME	38,000
RENTAL INCOME - 149 DEWEESE	14,400
MCKENZIE SCOTT FUNDS	605,000
ANNIVERSARY ACCOUNT	
PAYCHECK PROTECTION ACCOUNT	56,185
OPERATING RESERVE	
SUBTOTAL INCOME	848,585
TOTAL FUNDS	848,585
EXPENSES:	
SALARIES	456,481
HEALTH INSURANCE/DISAB.	159,609
FRINGES (FICA,SUTA,W.C)	47,017
RETIREMENT PLAN	25,824
TELEPHONE	4,000
POSTAGE	1,400
EQUIP MAINT. -- COPIER	3,840
EQUIP RENTAL -- POSTAGE	1,352
OFFICE SUPPLIES	4,000
SUBSCRIPTIONS & PUBL	4,000
TRAVEL/CONF	13,000
NATIONAL DUES	2,500
MEMBERSHIP DUES	2,365
AUDIT FEES	11,500
INS-BOND,D&O LIAB., AUTO	3,500
MISCELLANEOUS	2,000
PROP & LIAB INS	10,000
BUILDING MAINTENANCE/LAWN CARE	6,500
MORTGAGE INTEREST	8,976
UTILITIES-ELEC,GAS,WATER	7,000
MORTGAGE INT-149 DEWEESE	4,680
SOFTWARE TECHNICAL SUPPORT	2,000
BLDG MAINT - UTL 145, 149 DEWEESE	7,000
SECURITY 145,148 DEWEESE ST	1,752
MARKETING/COMM. ENGAGEMENT	5,000
MADE	39,000
FUNDING DEPRECIATION RESERVE	0
ACCOUNTING SOFTWARE LICENSE RENEWAL	5,530
FUNDING OPERATING RESERVE	0
FINANCIAL CONTRACTING SERVICES	8,500
TOTAL EXPENSES	848,326
ENDING BALANCE	259

COMMERCIAL LEASE

This lease is made between Fayette Local Development Corporation , herein called Lessor (Landlord), and The Urban League of Lexington-Fayette County, Inc. , herein called Lessee (Tenant).

Lessee hereby offers to lease from Lessor the premises situated in the City of Lexington , County of Fayette , State of Kentucky , described as 145 DeWeese Street, Lexington, KY 40507 , upon the following TERMS and CONDITIONS:

1. TERM AND RENT. Lessor demises the above premises for a term of Ten years, commencing on April 1, 2020, and terminating on March 31, 2030, or sooner as provided herein at the annual rental of Zero Dollars ($ 0.00) payable in equal installments of Zero Dollars ($ 0.00) in advance on the first day of each month for the month's rental, during the term of this lease. After a five year period (April 1, 2025) of the ten year lease term has expired, the annual/monthly shall be increased ten percent (10%) for the balance of the initial ten year lease term. All rental payments shall be made to Lessor, at the address specified above.

2. USE. Lessee shall use and occupy the premises for offering community programs. The premises shall be used for no other purpose. Lessor represents that the premises may lawfully be used for such purposes.

3. CARE AND MAINTENANCE OF PREMISES. Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition, and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall maintain electrical wiring, plumbing and heating installations and any other system or equipment upon the premises according to state and local code. Lessee shall maintain the roof, exterior walls, and structural foundations.

4. ALTERATIONS. Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises. Certain Leasehold Improvements, mutually agreed upon by Lessor and Lessee, shall be carried out at the time and expense of the Lessee and shall inure to the Lessor upon termination of this lease agreement. The aggregate cost of Leasehold Improvements shall be recorded in the Lessees books of record and depreciated over the acceptable accounting periods.

5. ORDINANCES AND STATUTES. Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

6. ASSIGMENT AND SUBLETTING. Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.

7. UTILITIES. All applications and connections for necessary utility services on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for sewer, water, electricity, telephone and internet services.

8. ENTRY AND INSPECTION. Lessee shall permit Lessor to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within one hundred and eighty days (180) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.

9. POSSESSION. If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within 90 days of the commencement of the term hereof.

10. INDEMNIFICATION OF LESSOR. Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claim for damages caused by Lessor and/or Lessor's subcontractors.

11. INSURANCE. Lessee, at his expense, shall maintain public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows:

Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a ten (10) day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive anyand all rights of subrogation which might otherwise exist.

12. EMINENT DOMAIN. If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premise, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such

taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

13. DESTRUCTION OF PREMISES. In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within ninety (90) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said ninety (90) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within ninety (90) days, this lease may be terminated at the option of either party. In the event of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not A total destruction of the building in which the premises may be situated shall terminate this lease.

14. LESSOR'S REMEDIES ON DEFAULT. If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within 180 days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curingwithin such 180 days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on not less than 60 days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

15. SECURITY DEPOSIT. Lessee shall deposit with Lessor on the signing of this lease the sum of Zero Dollars ($ 0.00) as security deposit for the performance of Lessee's obligations under this lease, including without limitation the surrender of possession of the premises to Lessor as herein provided. If Lessor applies any part of the deposit to cure any default of Lessee, Lessee shall on demand deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the term of this lease.

16. ATTORNEY'S FEES. In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to

all costs incurred in connection with such action, including a reasonable attorney's fee.

17. WAIVER. No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

18. NOTICES. Any notice which either party may, or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address first written, or at such other places as may be designated by the parties from time to time.

19. HEIRS, ASSIGNS, SUCCESSORS. This lease is binding upon and inures to the benefit of the heirs, assigns, and successors in interest to the parties.

20. OPTION TO RENEW. Provided that Lessee is not in default in the performance of this lease, the lease shall auto-renew for an additional Ten (10) year lease term in the absence of a 180-day notice by either Lessor or Lessee of non-renewal. All of the terms and conditions of the lease shall apply during the renewal term except that the monthly rent shall be increased by ten percent (10%) of the established rent at the time of the initial expired lease. The sum of the monthly rents shall be zero Dollars ($0.00).

21. SUBORDINATION. This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

22. RADON GAS DISCLOSURE. As required by law, (Landlord) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in basements and ground-floor living spaces. Additional information regarding radon and radon testing may be obtained from your county public health unit.

23. ENTIRE AGREEMENT. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' executive hereof:

Signed this 15 Day of April 2020.

By: _____
Lessee (Tenant)

By: _____
Lessor (Landlord)

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1117-25

File ID:	1117-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Social Services
				File Created:	11/20/2025
File Name:	Nonprofit Capital Grants Agreements - Operational Investments RFP #29-2025			**Final Action:**	

Title: Authorization to execute Community Project Agreements with Nonprofit Capital Grants (NCG) Program with 8 grantee agencies, pursuant to RFP #29-2025 Nonprofit Capital Grants - Operational Investments with Bluegrass Care Navigators/Hospice of the Bluegrass ($30,000), Children's Advocacy of the Bluegrass ($21,684), God's Pantry Food Bank ($30,000), Independence Place ($29,201), Lexington Habitat for Humanity ($29,523), Moveable Feast ($29,000), New Beginnings Bluegrass ($30,000), and The Nest ($24,000). At a total cost of $223,408. Budget amendment in process. (L1117-25)(Maynard/Allen-Bryant)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	1117-25 Bluesheet Memo NCG FY24-FY25 Operational Investments, BGCN 29-2025 NCG 26-27 CPA, CAC 29-2025 NCG 26-27 CPA, GPFB 29-2025 NCG 26-27 CPA, IPKY 29-2025 NCG 26-27 CPA, Lex Habitat 29-2025 NCG 26-27 CPA, Moveable Feast 29-2025 NCG 26-27 CPA, New Beginnings 29-2025 NCG 26-27 CPA, The Nest 29-2025 NCG 26-27 CPA	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Theresa Maynard	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 1117-25

Title

Authorization to execute Community Project Agreements with Nonprofit Capital Grants (NCG) Program with 8 grantee agencies, pursuant to RFP #29-2025 Nonprofit Capital Grants - Operational Investments with Bluegrass Care Navigators/Hospice of the Bluegrass ($30,000), Children's Advocacy of the Bluegrass ($21,684), God's Pantry Food Bank

($30,000), Independence Place ($29,201), Lexington Habitat for Humanity ($29,523), Moveable Feast ($29,000), New Beginnings Bluegrass ($30,000), and The Nest ($24,000). At a total cost of $223,408. Budget amendment in process. (L1117-25) (Maynard/Allen-Bryant)

Summary

Authorization to execute Community Project Agreements with Nonprofit Capital Grants (NCG) Program with 8 grantee agencies, pursuant to RFP #29-2025 Nonprofit Capital Grants - Operational Investments with Bluegrass Care Navigators/Hospice of the Bluegrass ($30,000), Children's Advocacy of the Bluegrass ($21,684), God's Pantry Food Bank ($30,000), Independence Place ($29,201), Lexington Habitat for Humanity ($29,523), Moveable Feast ($29,000), New Beginnings Bluegrass ($30,000), and The Nest ($24,000). At a total cost of $223,408. Budget amendment in process. (L1117-25) (Maynard/Allen-Bryant)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, William Razor 10/31/25

Risk Management: N/A

Fully Budgeted [select]: BA in progress

Account Number:

1101-900368-0001-71101	$30,000
1101-900248-0001-71101	$21,684
1101-900323-0001-71101	$30,000
1101-900385-0001-71101	$29,201
1101-900205-0001-71101	$29,523
1101-900324-0001-71101	$29,000
1101-900235-0001-71101	$30,000
1101-900306-0001-71101	$24,000

This Fiscal Year Impact: $223,408.00

Annual Impact: N/A

Project:

Activity:

Budget Reference:

Current Balance: BA in progress

MAYOR LINDA GORTON

LEXINGTON

KACY ALLEN-BRYANT
COMMISSIONER
SOCIAL SERVICES

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: Kacy Allen-Bryant, Commissioner of Social Services

DATE: November 21, 2025

SUBJECT: Community Project Agreements – RFP #29-2025
FY 2026 – FY2027 Nonprofit Capital Grants (NCG) Program Operational Investments

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Request:

Request Council Authorization for the Mayor to execute Community Project Agreements with 8 Nonprofit Capital Grants (NCG) Program grantee agencies, pursuant to RFP #29-2025 Nonprofit Capital Grants – Operational Investments.

Why are you requesting?

Nonprofit Capital Grants (NCG) funding is awarded for specific project implementation. A total of 10 projects from 8 agencies will be funded for Operational Investments. Exhibits defining the project(s) and establishing expectations for reimbursable funds to the Department of Social Services are contained in grantee's RFP responses which are attached in the Exhibits to Community Project Agreement.

What is the cost in this budget year and future budget years?

The cost for Fiscal Year 2025 for NCG Operational Investments is $223,408. This is a two-year grant award agreement to complete the projects and is budgeted in the NCG Grant Program Cycle for Fiscal Year 2026. There is no cost to the budget in Fiscal Year 2027.

Are the funds budgeted?

Funds are budgeted for FY2026, and a Budget Amendment is in progress to appropriate funds in Department ID accounts for each respective NCG grantee in the Fiscal Year 2026 Adopted Budget. A listing (in alphabetical order) of each grantee's award and Department ID is attached to this memorandum.

File Number: 1180-23
Director/Commissioner: Theresa Maynard / Kacy Allen-Bryant

Agency	NCG FY26 Funding Level	Dept ID
BG Care Navigators/Hospice of the BG	$30,000	900368
Children's Advocacy of the Bluegrass	$21,684	900248
God's Pantry Food Bank	$30,000	900323
Independence Place	$29,201	900385
Lexington Habitat for Humanity	$29,523	900205
Moveable Feast	$29,000	900324
New Beginnings Bluegrass	**$30,000**	900235
The Nest	$24,000	900306

Nonprofit Capital Grants – Operational Investments Funding Total: **$223,408**

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
COMMUNITY PROJECT AGREEMENT

THIS COMMUNITY PROJECT AGREEMENT ("Agreement") is made and entered into on the _____ day of _____ 202___, 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 HOSPICE OF THE BLUEGRASS, INC. dba BLUEGRASS CARE NAVIGATORS, a Kentucky nonprofit corporation ("Organization"), with offices located at 1733 HARRODSBURG ROAD, LEXINGTON, KENTUCKY 40504.

W I T N E S S E T H

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 1733 HARRODSBURG ROAD, 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. 29-2025, 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. 29-2025, 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 Seventy Thousand Dollars ($70,000.00) ("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) 2 2025 BraunAbility Chrysler Commercial Rear-Entry Vans	1) $30,000.00	1) OPERATIONAL INVESTMENTS

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:
Elizabeth D. Fowler, President/CEO
Hospice Of The Bluegrass, Inc. Dba Bluegrass Care Navigators
1733 Harrodsburg Rd,
Lexington, KY 40504

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.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

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, Mayor

ATTEST:

_____
Clerk of the Urban County Council

HOSPICE OF THE BLUEGRASS, INC.
dba BLUEGRASS CARE NAVIGATORS

BY: _____
Elizabeth D. Fowler, President/CEO

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this the _____ day of _____, 202___, by _____, a Kentucky nonprofit organization.

My commission expires: _____

Commission number: _____

_____
Notary Public, State-at-Large, Kentucky

EXHIBIT A

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

Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #29-2025 Nonprofit Capital Grants Program – Operational Investments** 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, Elizabeth D. Fowler and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Elizabeth D. Fowler, and he/she is the individual submitting the proposal or is the authorized representative of Hospice of the Bluegrass, Inc., dba Bluegrass Care Navigators, the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

Elizabeth D. Fowler

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Elizabeth D. Fowler on this the 10th day of September, 2025

My Commission expires: 2/22/2027

LORI POE COMM EXPIRES 02/22/2027 NOTARY PUBLIC ID # KYNP66221 STATE AT LARGE, KENTUCKY

Lori Poe

NOTARY PUBLIC, STATE AT LARGE KYNP 66221

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Section 503 of the Rehabilitation Act of 1973 states:

  The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

****

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

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

Elizabeth S. Fowler — Hospice of the Bluegrass, Inc. dba Bluegrass Care Navigators

Signature — *Name of Business*

Firm Submitting Proposal: Hospice of the Bluegrass, Inc., dba Bluegrass Care Navigators

Complete Address: 1733 Harrodsburg Road, Lexington, KY 40504
Street City Zip

Contact Name: Laura Klumb Title: Vice President, Philanthropy

Telephone Number: 859-296-5344 Fax Number: N/A

Email address: lklumb@bgcarenav.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, safely 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.

Elizabeth L. Fowler
Signature

9/9/2025
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.

00548704

LEXINGTON

Lexington-Fayette Urban County Government
Request for Proposals

Nonprofit Capital Grant Program
Operational Investments
Scope of Work

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

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

- **NOTE: Agencies who received funding from the 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 Operational Investments, for the purchase of major equipment, such as a generator or vehicle.

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

Proposal Deadline – 2 P.M. 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

A. 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.

B. 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.

C. 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

D. 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.

E. 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 Teams 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.

F. Evaluation

This is a competitive grant process, with Proposals 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.

G. Selection

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

H. 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
- 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. Operational Investments must be for the purpose of serving Fayette County residents with these grant funds
2. Be in good standing with the Kentucky Secretary of State
3. Responders shall be registered and have a current, complete 2025 Gold Seal of Transparency or higher level agency portrait on 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 $13,000 in Operational Investments** (*Agencies may bundle Operational Investments projects to meet the $13,000 minimum).* **Maximum award is $30,000.**

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

A. Information Technology & Telecommunication *(Servers, Computer Systems, Database Systems, etc.)*
B. Fleet and Mobile Service Units
C. Generators, Alternative Power Supply
D. Security Cameras, Safety Controls
E. Other Major Operational Equipment

Grant Award Allocation

Operational Investments

Funding Pool *	$180,600
Minimum Request **	$13,000
Maximum Request	$30,000

***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 Operational Investments must be for the purpose of serving Fayette County residents with these grant funds
2. Be in good standing with the Kentucky Secretary of State
3. Responders shall be registered and have a current, complete 2023 Gold Seal of Transparency or higher level agency portrait on Candid.org
   If you haven't updated your 2022 Gold Seal, you will need to log into Candid and do so. Learn how to earn your 2023 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 laws

4.2 Demonstrated Need

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

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

4.3 Applicant Capacity for Project

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

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

4.4 Operational Feasibility

The application must include:

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

4.5 Cost Analysis – *and attachments*

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

LFUCG reserves the right to adjust funding amounts.

EXHIBIT B

Response to Request for Proposal

PROPOSAL SUBMITTAL COVER SHEET

Agency Information

Agency Name: Hospice of the Bluegrass, Inc. D/B/A Bluegrass Care Navigators

Mailing Address: 1733 Harrodsburg Road, Lexington, KY 40504

Street Address: 1733 Harrodsburg Road, Lexington, KY 40504

Phone: (855) 492 - 0812

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)*:

Elizabeth D. Fowler, President and CEO, 859-296-6810, lfowler@bgcarenav.org

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

Polly Ruddick, Director of Philanthropy - Grants, 859-893-3264, paruddick@bgcarenav.org

Project Information

Funding Requested by Project, if bundling multiple Projects:

Project: PACE Transportation Improvement Project — Request $ 30,000.00
Operational Investment project

Project: _____ — Request $ _____
Operational Investment project

Project: _____ — Request $ _____
Operational Investment project

Project: _____ — Request $ _____
Operational Investment project

Total Funding Amount Requested: $ 30,000.00

- **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 $180,600. Minimum Total Request per agency is $13,000; Maximum Total Request per Agency is $30,000**
- **If applying for/bundling multiple projects, submit a 5 section narrative for each project.**

LFUCG 2025 Nonprofit Capital Grants Program
RFP #29-2025

BCN Project Narrative
PACE Transportation Improvement Project

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

Bluegrass Care Navigators (BCN) has been providing hospice, palliative, transitional, and grief care to seriously ill residents of Lexington-Fayette County and their families since 1978. Building on this history of service, BCN launched Bluegrass PACE Care on July 1, 2022, to meet the needs of older adults who qualify for both Medicare and Medicaid and would otherwise be eligible for nursing home care but choose to live independently with assistance from PACE. BCN is in good standing with the Kentucky Secretary of State, maintains a Platinum Seal of Transparency from Candid (GuideStar), and holds a 100% "Give with Confidence" rating from Charity Navigator.

Bluegrass PACE Care is a federally authorized "Program of All-Inclusive Care for the Elderly" (PACE) that enables seniors to remain in their homes and communities. Eligibility requires participants to be age 55 or older, live in the service area, require a nursing home level of care, but be able to safely live at home with PACE support. Since services are fully covered for those enrolled in both Medicare and Medicaid, almost all enrollees are low-income and medically fragile.

The program has experienced rapid growth, expanding to more than 115 participants in just three years, including an 81.5% increase in enrollment over the past 12 months. In 2025, PACE has already received 149 referrals from Fayette County, and currently, nearly 80% of active participants (n=91 of 115) reside in Fayette County, underscoring both the community's need and trust in the organization, as well as the direct impact of this investment on our local Fayette County neighbors. Demonstrating BCN's

targeted outreach to historically underserved populations, 32% of Fayette County participants identify as Black. The average participant age ranges from 60 to 69, a group often burdened with multiple chronic conditions and transportation barriers.

Transportation is one of the most critical services PACE provides. Unlike standard public or Medicaid transport that only offers "curb-to-curb" rides, PACE delivers "door-through-door" support: drivers and aides enter the participant's home, help with mobility devices, and make sure participants are safely dressed, ready, and escorted to the vehicle. When they arrive, staff help participants into the PACE Center, medical office, or hospital, and stay with them until they are securely checked in. This level of service is vital for individuals with dementia, significant physical disabilities, low vision, or no family caregiver to help them. Without it, many participants would simply be unable to access medical care, meals, or therapy.

For Fayette County's low-income seniors, transportation is often the single largest barrier to care. Many participants live alone, cannot drive, and do not have family who can consistently provide rides. A dedicated PACE van ensures equitable access by:

- Connecting seniors with vital healthcare, from dialysis and physical therapy to urgent specialty care.
- Providing access to daily nutrition and activities at the PACE Center, reducing isolation and food insecurity.
- Preventing unnecessary hospitalizations by ensuring consistent follow-up and preventive care.
- Supporting caregivers by removing transportation burdens that would otherwise fall on family members.

Rodney A.'s experience shows the real impact of PACE beyond the numbers. When he first heard about Bluegrass PACE Care, he wasn't convinced it was the right fit. But his daughter encouraged him to try, seeing the chance for her father to regain connection, care, and purpose. "She made me an appointment, and I came here," Rodney said. "At first, I wasn't sure I wanted to go. But later I realized I needed that social part."

As a PACE participant, Rodney's life changed in ways he never expected. The PACE team provides primary care, access to specialists, and everything needed to live safely at home while staying active in the community. "They'll pick you up, feed you, and make sure you have the medicine you need," he shared. "They evaluate your situation and accommodate you based on your needs." Most importantly, Rodney found something he didn't know he was missing, a community. "It is a better alternative," he said. "You're surrounded by people who have the same kind of wants and needs, and we actually have fun here." Rodney's story is a powerful reminder that this program is more than healthcare and transportation; it is about restoring independence, dignity, and joy. LFUCG's investment in an additional dedicated van will directly impact more older adults like Rodney across Fayette County.

BCN has embedded health equity as a guiding principle. A full-time Health Equity Officer at the PACE Center focuses exclusively on engagement with low-income and minority residents. Over the past year, BCN has participated in 74 community outreach events, many through the Faith & Community Collaborative, which mobilizes trusted faith and community leaders to build confidence in healthcare access. These efforts help ensure that enrollment reflects Fayette County's diversity and prioritizes residents who are most often excluded from traditional healthcare systems.

The PACE Center, owned and operated by BCN at 2409 Members Way in Lexington, serves as the hub for Fayette County residents. The van requested through this proposal will be dedicated exclusively to Fayette County participants, ensuring safe and reliable transportation that directly connects medically fragile seniors with care, nutrition, and social supports. At its core, PACE Care ensures that low-income and marginalized seniors are not denied dignity, independence, or healthcare access.

Section 2: Demonstrated Need

The PACE Transportation Improvement Project is designed to ensure that frail, elderly participants in Fayette County continue to have safe, reliable, and equitable access to the entire spectrum of care. While BCN has made significant investments in the PACE Center and our current fleet of vehicles, regulatory surveyors strongly recommend that BCN acquire additional specialized, commercially accessible vans as soon as possible to uphold the highest safety and accessibility standards. Although enrollment continues without interruption, reviewers emphasized that this investment is essential for participants with advanced physical and cognitive needs.

Transportation is not optional in PACE; Medicare and Medicaid regulations require PACE providers to deliver door-through-door transportation for participants using walkers, scooters, wheelchairs, or gurneys. Without this service, seniors face higher risks of falls, missed medical care, and avoidable hospitalizations. Falls are already the leading cause of injury-related ER visits among Kentuckians over 65, underscoring why this investment is crucial for participant safety.

The need is compounded by program growth. In just three years, PACE Care has grown to serve 115 participants, with an 81.5% increase in enrollment over the past year.

Of those, 91 participants, nearly 80%, reside in Fayette County, making this investment overwhelmingly impactful for the local community. With each participant averaging 2–3 trips per week, Fayette residents generate over 450 transportation trips each month.

In addition to the PACE vans already purchased and in service, BCN is forced to rely on contracted transportation providers to meet the increasing demand. These services are expensive, averaging $65–$85 per one-way wheelchair trip, with surcharges for door-through-door assistance. For a typical participant, this can amount to $400 or more per month, a cost that strains program resources. Also, contracted drivers often provide only "curb-to-curb" service, which fails to meet PACE regulatory standards or the safety needs of participants with dementia, severe disabilities, or no caregiver support. In contrast, owning additional vans will enable BCN to keep up with enrollment and deliver compliant, flexible, and cost-efficient transportation customized to participant needs.

BCN has projected that PACE will need to purchase two 2025 BraunAbility Chrysler Voyager Commercial Rear-Entry Vans or a similar model, which directly addresses this gap, with one being dedicated to serving our Fayette County residents. Key features include ADA-compliant rear entry with a 1,000 lb. capacity ramp, retracting tie-downs for multiple wheelchairs, compact but maneuverable size for Lexington streets, and safety features such as ADA lighting, quiet suspension, back-up alarm, and emergency hatch release. These features ensure safe and dignified transportation for medically fragile seniors.

These vans are more than just a convenience; it is both a regulatory requirement and an investment in equity. Nationally, transportation barriers account for nearly 30% of missed medical appointments, and locally, many Fayette seniors live alone without family

support. For these residents, the dedicated Fayette County PACE van will be their only consistent and dependable link to healthcare, nutrition, and social engagement.

Without immediate investment, BCN will continue to absorb high vendor costs, operate with limited flexibility, and place participants at risk of unreliability in terms of safety and access. By assisting in the underwriting of this van, LFUCG will ensure Fayette County's most vulnerable seniors can safely access the care they need to remain independent at home.

Investment: $30,000 – this is a portion of the total estimated new vehicle cost of $72,508 for the dedicated Fayette County van. The total projected cost for both fleet vehicles to ensure compliance and meet demand is $145,016. Cost estimates included.

Section 3: Applicant Capacity for Project

BCN has a long and proven history of successfully managing local, state, and federal government grants for both capital and operational projects. The organization is currently engaged in a multi-year partnership with the LFUCG Grants and Special Programs Department to administer the HUD Older Adults Home Modification Program, managing $500,000. Additionally, BCN has been awarded the Winter Weather Elderly and Specialized Needs Emergency Shelter program from the LFUCG Office of Homelessness Prevention and Intervention for three consecutive years, totaling $610,270.

BCN has also successfully executed major federal awards, all of which were closed with no findings or deficiencies:

- $1,000,000 – U.S. Department of Health and Human Services, Alzheimer's Disease Program Initiative (2019–2022)

- $538,756 – USDA Rural Utilities Service Distance Learning and Telemedicine Grant (2020–2023)
- $137,102 – ARPA Subrecipient, LFUCG Office of Homelessness: Non-congregate Emergency Shelter/Medical Respite (2021–2023)
- $681,470 – ARPA Subrecipient, LFUCG Department of Social Services: PACE Center Capital and Operations Improvements (2022–2023)
- Since 2017, BCN has also consistently managed LFUCG ESR grant awards, including two recent FY25 awards totaling $150,000 for emergency shelter and community grief care services in Fayette County.

BCN has the staff expertise and infrastructure to ensure compliance with all LFUCG requirements. Key staff include:

- Liz Fowler, President/CEO – 30+ years of experience with successful leadership through several complex construction/renovation and capital investment projects during her tenure at BCN, including the construction of the Lexington Headquarters facility and the purchase and implementation of a new electronic medical records system. Liz also has years of experience overseeing grant-funded projects.
- Laura Klumb, Vice President of Philanthropy – Brings 27+ years of nonprofit leadership and grant management experience.
- Melissa Perry, MSN, RN, CNML, NE-BC, PACE Site Director – Manages PACE Center operations and ensures regulatory compliance with 10+ years of experience in nursing management.
- Shauna Chapleau, Senior Accountant/Project Specialist – With over 10+

years of experience, Shauna tracks grant expenditures and ensures compliance with procurement and reporting requirements.

BCN maintains the fiscal capacity to manage large awards, routinely producing the full documentation required for reimbursement. This track record demonstrates that BCN has the expertise, fiscal strength, and compliance infrastructure to successfully implement this project.

Section 4: Operational Feasibility

Upon execution of the funding agreement, BCN will begin procurement for the van in compliance with internal procurement policies and LFUCG requirements. Competitive bids have been and will be solicited from ADA-compliant vehicle vendors, and time-bound quotes are attached.

Following the award notification in fall 2025, vendor selection will be finalized with updated quotes if necessary, and all external funding commitments will be confirmed. A purchase order will be issued in early winter, with delivery expected within 90–120 days. If a low-mileage used model becomes available, BCN may pursue that option to accelerate delivery. By spring 2026, the van will be delivered, inspected, branded, and placed into service, with staff trained in safe operations and compliance protocols. This ensures the van is operational well in advance of LFUCG's April 30, 2027, expenditure deadline.

The total estimated cost for both vans is $145,016, with BCN requesting $30,000 from LFUCG to underwrite a portion of the dedicated van for Fayette County. Additional funding is secured or pending, including $25,000 from the HDR Foundation, $35,000 from the Truist Foundation, and a confirmed $10,000 community donor. Should pending

requests not be fully awarded, BCN's Board of Directors has authorized the use of organizational investment revenue or a line of credit to guarantee the completion of both van purchases.

Oversight of the PACE transportation provision will be managed by the PACE Program Leadership Team in collaboration with Finance, Procurement, and Philanthropy. Leadership includes:

- Cassie Mitchell, Chief Operating Officer and Chief Nursing Officer;
- Craig Ammermann, Vice President of PACE; and
- Melissa Perry, MSN, RN, CNML, NE-BC, PACE Site Director.

This team brings extensive experience in operations, compliance, and senior care program management, ensuring the project is completed on time and in full compliance.

By securing diversified funding, initiating procurement immediately upon award, and leveraging experienced leadership, BCN will complete the van purchase well ahead of schedule, with the vehicle in service by the first quarter of 2026.

Section 5: Cost Analysis

BCN has worked diligently to secure accurate cost estimates to ensure the efficient completion of this purchase. Due to inflation and market volatility, costs may fluctuate during the formal bid process; however, the current verified estimate is included.

PACE Transportation Investment Project Line-Item Budget:

Capital Expense	Estimated Total Cost	Requested Amount:	Narrative:	Verified Estimates
PACE Passenger Van	$145,016 ($72,508 each)	$30,000.00	Handicap-accessible vehicles, specially equipped to accommodate multiple passengers using walkers, scooters, wheelchairs, and/or gurneys. One dedicated to Fayette County PACE participants only.	Superior Van and Mobility

Introducing the New Commercial Side-Entry

Built on the Chrysler Voyager

FTA BUY AMERICA COMPLIANT
BraunAbility
FINAL ASSEMBLY WINAMAC, INDIANA USA

BraunAbility®

The Commercial Side-Entry wheelchair accessible vehicle has been a cost-effective, workhorse product for paratransit providers and transportation services. Leveraging almost 50 years of experience in mobility transportation solutions, BraunAbility introduces with the newest addition to the Commercial fleet, the Chrysler Voyager. The side-entry foldout has all the ADA-compliant features of the Dodge Grand Caravan but with 15% more cabin space for easier maneuverability, more seating positions, plus enhanced space at the toe pan for wheelchair footrests. The new conversion also features the much more durable thermoplastic (TPO) front, side and rear flares to absorb minor impacts while protecting the exterior look of the vehicle. An LED spotlight package for the ramp and cabin as well as an easy access footrest for rear seating adds to the overall ease of use for both operators and passengers.

- **15% more cabin space vs. Dodge Grand Caravan**
- **Seating for up to 7 ambulatory*; up to 2 wheelchair positions**
- **Added space at front for wheelchair passenger footrests**
- **Hard-wearing TPO front, side and rear flares to absorb minor impacts**
- **Reinforced, heavy-duty swing-out ramp and latch**
- **Enhanced ADA lighting package**

* With optional aftermarket 2nd row 2-passenger folding bench seat

Scott Locey | slocey@superiorvan.com | 574-276-1061

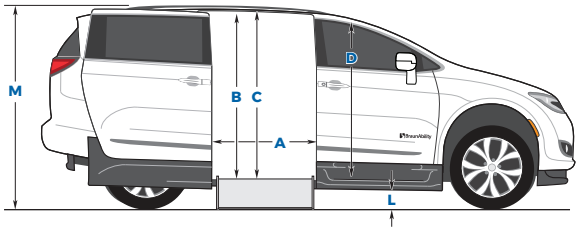
Superior® Van & Mobility
COMMERCIAL DIVISION

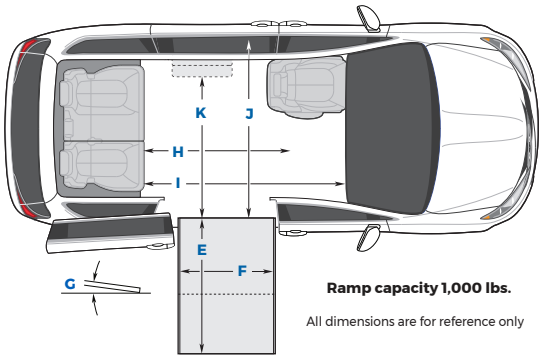
Voyager Commercial Side-Entry

Standard Features

- ADA, FMVSS and CMVSS Compliant
- CARB approved
- 7-passenger vehicle (with optional aftermarket 2nd row 2-passenger folding bench seat)
- Lowered floor from toepan to rear axle
- 60” floor-to-ceiling at center of van
- 30” wide manual ramp with 1,000 lb capacity and swing out feature for ambulatory access
- Multiple wheelchair securement locations
- One wheelchair securement system
- Manual driver and passenger side sliding door providing 56“ vertical opening (ADA compliant), passenger door provides clear opening width of 31” (excluding OEM grab handle)
- Step-and-Roll removable front passenger seat
- 3-passenger bench seat at rear with folding footrest
- Front passenger floor tracks for wheelchair securement, with 60” floor-to-ceiling height
- TPO plastic lower body panels with integrated steps
- Vinyl flooring with 3/8” underlayment, a thermoplastic honeycomb panel subfloor
- ADA-compliant park interlock
- ADA-compliant ramp and door entrance lighting
- Priority seating and wheelchair securement location decals
- Auxiliary wiring harnesses include fused circuits
- Emergency rear hatch release
- Easy maintenance interior trim package
- 19 gallon OEM fuel tank

FTA BUY AMERICA COMPLIANT
BraunAbility
FINAL ASSEMBLY WINAMAC, INDIANA USA





Ramp capacity 1,000 lbs.

All dimensions are for reference only

Optional Features

- Aftermarket 2nd row 2-passenger folding bench seat
- DOT kit
- Additional set of tie-down straps

Dimensions

Door opening usable width (excluding OEM grab handle)	A	31”
Door opening usable height (at middle of door)	B	56”
Interior height at center of vehicle	C	60”
Interior height at driver and passenger position	D	60”
Ramp length	E	52”
Ramp width (usable clear opening)	F	30”
Ramp angle*	G	13.75°
Interior floor length (behind front seat strikers)	H	71”
Overall interior floor length (flat area)	I	98.5”
Interior width at passenger doors (doors closed)	J	64”
Interior width - ramp (deployed) to optional 2-passenger seat (stowed)	K	49”
Ground clearance (loaded) @ = GVWR lbs**	L	5”
Overall vehicle height (unloaded)	M	81”

Due to manufacturing tolerances both with the OEM vehicle and the conversion components, all dimensions may vary slightly from those shown.

* Ramp angle may vary based on chassis trim level and other environmental factors

** 5” clearance between the break-over angle position of the vehicle exhaust pipe and level ground when loaded to capacity

Scott Locey | slocey@superiorvan.com | 574-276-1061

Superior® Van & Mobility
COMMERCIAL DIVISION

Introducing the New Commercial Rear-Entry

Built on the Chrysler Voyager

BraunAbility®

The BraunAbility ADA compliant Commercial Rear-Entry on the new Chrysler Voyager is the culmination of over 50 years experience in wheelchair accessibility in commercial and public transportation. The rear-entry conversion is a passenger-friendly as well as a cost-efficient mobility solution for many commercial transportation providers.

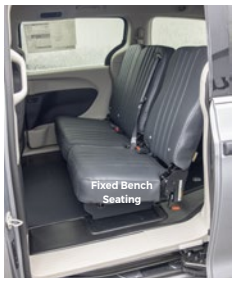
The Voyager Commercial Rear-Entry has multiple seating options available to accommodate passengers and wheelchair users. Depending on the options you select, you'll have the flexibility in seating and wheelchair configurations to meet all your customers' needs.

BraunAbility has a proven track record of producing economical and dependable commercial vehicles designed to keep you up and running day after day, year after year. Contact your BraunAbility representative today to see how the wheelchair accessible Chrysler Voyager can help you maintain ADA compliance... and your bottom line.

- **Seats up to 7 passengers*, configurations up to 2 wheelchair positions**
- **Radius floor provides easier wheelchair transition to middle position**
- **New OEM Tier 1 ramp latching system minimizing movement and noise**
- **Weather Tech mats provide enhanced floor protection and sound benefits**

* With optional 2nd row 3-passenger bench seat and optional 3rd row 2-passenger folding bench seat

Lowered Floor
Choose the configuration that best meets your needs.



Flexible Seating
Multiple options are available to accommodate ambulatory passengers and wheelchair users.

BraunAbility BUILT TO TRUST™

braunability.com/commercial 800.488.0359

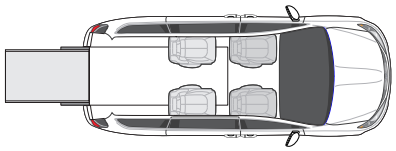
Voyager Commercial Rear-Entry

Standard Features

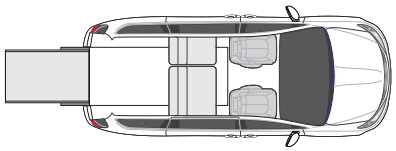
- 2020 and newer Chrysler Voyager
- FTA Buy America compliant
- ADA, FMVSS and CMVSS compliant
- Meets/exceeds Altoona test requirements
- CARB compliant
- 56” rear door opening
- Lowered floor section, aft of 1st row seats
- 34” wide manual ramp with 1,000 lb capacity
- Remount OEM quad seats - Flip & Fold
- ADA commercial flooring
- Wheelchair securement tie-downs – QRT MAX Slide-n-Click
- Transmission interlock
- ADA ramp lighting
- Emergency exit release for rear hatch
- Back-up alarm

Optional Features

- 2nd row 3-passenger OEM bench remount
- 2nd row 3-passenger aftermarket bench
- 3rd row 2-passenger foldaway seat
- Vinyl cover kits for OEM seats
- DOT kit
- Additional wheelchair securement belts: QRT Deluxe, QRT MAX, QRT 360
- Additional set of lap and shoulder belts



2nd Row OEM Flip and Fold Seating



2nd Row 3 Passenger Bench Seating

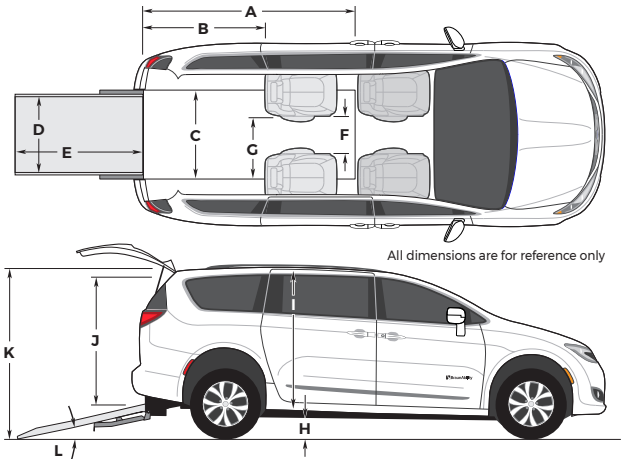
Radius Floor
Rounded floor for easier transition for wheelchair passengers.

New Latch
OEM Tier 1 latching system minimizes movement and ramp noise.

Weather Tech Custom Sculpted Mats
Enhanced floor protection and sound deadening benefits.

Dimensions

Lowered floor length	A	98”
Lowered floor length (behind optional 2nd row bench)	B	54.625”
Lowered floor width	C	34.25”
Ramp width (usable clear opening)	D	34”
Ramp length (manual foldout)	E	60”
OEM mid-row seats (both unfolded)	F	15.25”
OEM mid-row seats (one folded up)	G	23.5”
Ground clearance at muffler (lowest point - loaded)	H	5”
2nd row wheelchair location interior height	I	56”
Entrance height	J	56”
Overall vehicle height (hatch closed - unloaded)	K	75”
Ramp angle*	L	10°



All dimensions are for reference only

Due to manufacturing tolerances both with the OEM vehicle and the conversion components, all dimensions may vary slightly from those shown.

* Ramp angle may vary based on chassis trim level and other environmental factors

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QUOTE DATE	8/22/2025	QUOTE NO	59367	PAGE 1

CORPORATE OFFICE:

SUPERIOR VAN & MOBILITY LLC
1506 LAKESHORE COURT
LOUISVILLE, KY 40223
(502)-447-8267

PURCHASE LOCATION:

LEXINGTON
761 E. NEW CIRCLE RD
LEXINGTON, KY 40505
(859)-253-1832

BILL TO

2BGCN
BLUEGRASS CARE NAVIGATORS
KEITH WILSON
1733 HARRODSBURG ROAD
LEXINGTON, KY 40504

SHIP TO

BLUEGRASS CARE NAVIGATORS
KEITH WILSON
1733 HARRODSBURG ROAD
LEXINGTON, KY 40504

Phone: (859)-351-9570

Phone: (859)-351-9570 **Fax:**

TOTAL DUE	64,497.00

SLS1	SLS2	DUE DATE	DISC DUE DATE	ORDER NO	ORDER DATE	SHIP DATE	SHIP NO
SLO		8/22/2025	8/22/2025	00412089	8/22/2025		

TERMS DESCRIPTION	CUSTOMER PO NO	SHIP VIA
DUE NOW		

ITEM ID	TX CL	UNITS	ORDERED	SHIPPED	UNIT PRICE	EXTENSION
NMV- COMM	5	EA	1.0000	0.0000	40,193.0000	40,193.00
NEW MOBILITY VEHICLE COMMERCIAL NEW 2025 CHRYSLER VOYAGER LX VIN: 2C4RC1CG9RR173516 MILEAGE: 100 COLOR: WHITE ENGINE: 3.6L V6 GAS						
NEW BRAUN REAR ENTRY ADA	0	EA	1.0000	0.0000	23,229.0000	23,229.00
BRAUN ADA REAR ENTRY CONVERSION NEW 2025 BRAUNABILITY VOYAGER COMMERCIAL REAR-ENTRY FOLDOUT CONVERSION INCLUDES: ADA, FMVSS COMPLIANT & CARB APPROVED FTA BUY-AMERICA COMPLIANT 56" REAR OPENING HEIGHT 34" WIDE, 1,000# MANUAL REAR RAMP REMOUNTED EOM MID-ROW "FLIP & FOLD" SEATS QRT MAX SLIDE-N-CLICK SELF-RETRACTING TIE-DOWNS (QTY 1 SET) ADA-COMPLIANT PARK INTERLOCK & RAMP LIGHTING, VINYL FLOORING, WEATHER-TECH MATS (FRONT ONLY), EMERGENCY REAR HATCH RELEASE, BACK UP ALARM						
QSTR Q-8300-AP-SC2	0	EACH	1.0000	0.0000	800.0000	800.00
SLIDE-N-CLICK MAX (NO KNOBS) W/LAP ** OPTIONAL EQUIPMENT ** 2nd SET SELF-RETRACTING TIE-DOWNS. 1st SET INCLUDED WITH CONVERSION. REQUIRED IF TRANSPORTING TWO WHEELCHAIRS SIMULTANEOUSLY.						
SALES TAX	0	EACH	1.0000	0.0000	0.0000	0.00
SALES TAX SUBJECT TO SALES TAX. IF TAX-EXEMPT, PLEASE PROVIDE SUPPORTING DOCUMENTATION PRIOR TO FINAL INVOICING.						
PF	0	EA	1.0000	0.0000	275.0000	275.00
PROCESSING FEE IN, KY, TN, NE, AL, FL, AR						

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QUOTE DATE	8/22/2025	QUOTE NO	59367	PAGE 2

CORPORATE OFFICE:

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1506 LAKESHORE COURT
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Phone: (859)-351-9570 **Fax:**

TOTAL DUE	64,497.00

SLS1	SLS2	DUE DATE	DISC DUE DATE	ORDER NO	ORDER DATE	SHIP DATE	SHIP NO
SLO		8/22/2025	8/22/2025	00412089	8/22/2025		

TERMS DESCRIPTION	CUSTOMER PO NO	SHIP VIA
DUE NOW		

ITEM ID	TX CL	UNITS	ORDERED	SHIPPED	UNIT PRICE	EXTENSION
LL	0	EA	1.0000	0.0000	0.0000	0.00

FCA / STELLANTIS DRIVEABILITY REBATE
THIS NEW CHRYSLER CHASSIS IS ELEGIBLE FOR THE $1,000 MOBILITY REBATE (SUBJECT TO MANUFACTURER'S TERMS & CONDITIONS). DEALER-SIGNED APPLICATION WILL BE PROVIDED WITH COMPLETED TITLING DOCUMENTS. TO BE APPLIED FOR BY OWNER SUBSEQUENT TO VEHICLE REGISTRATION. ONLINE APPLICATION INFORMATION AVAILABLE AT: https://www.fcausdriveability.com/

Quotes are good for 30 days.

30-0184223

TAXABLE	NONTAXABLE	FREIGHT	SALES TAX	MISC	TOTAL
0.00	64,497.00	0.00	0.00	0.00	64,497.00

TOTAL DUE 64,497.00

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QUOTE DATE	8/22/2025	QUOTE NO	59368	PAGE 1

CORPORATE OFFICE:

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Phone: (859)-351-9570

Phone: (859)-351-9570 **Fax:**

TOTAL DUE	72,508.00

SLS1	SLS2	DUE DATE	DISC DUE DATE	ORDER NO	ORDER DATE	SHIP DATE	SHIP NO
SLO		8/22/2025	8/22/2025	00412094	8/22/2025		

TERMS DESCRIPTION	CUSTOMER PO NO	SHIP VIA
DUE NOW		

ITEM ID	TX CL	UNITS	ORDERED	SHIPPED	UNIT PRICE	EXTENSION
NMV- COMM	5	EA	1.0000	0.0000	40,193.0000	40,193.00
NEW MOBILITY VEHICLE COMMERCIAL NEW 2025 CHRYSLER VOYAGER LX VIN: TBD MILEAGE: 100 COLOR: WHITE ENGINE: 3.6L V6 GAS						
NEW BRAUN ADA	0	EA	1.0000	0.0000	31,240.0000	31,240.00
BRAUN ADA SIDE ENTRY CONVERSION NEW BRAUNABILITY COMMERCIAL SIDE-ENTRY FOLDOUT CONVERSION INCLUDES: ADA, FMVSS COMPLIANT & CARB APPROVED 60" FLOOR-TO-CEILING AT CENTER OF VAN 30" WIDE, 1,000# CAPACITY, MANUAL RAMP w/ SWING-OUT FEATURE FOR AMBULATORY ACCESS 56" VERTICAL OPENING (ADA COMPLIANT) AT RAMP DOOR MULTIPLE WHEELCHAIR SECUREMENT LOCATIONS ONE SET MANUAL TIE-DOWN STRAPS STEP & ROLL REMOVABLE FRONT PASSENGER SEAT 3-PASSENGER REAR BENCH SEAT w/ FOLDING FOOTREST VINYL FLOORING THROUGHOUT						
QSTR Q-8300-AP-SC2	0	EACH	1.0000	0.0000	800.0000	800.00
SLIDE-N-CLICK MAX (NO KNOBS) W/LAP ** OPTIONAL EQUIPMENT ** 2nd SET SELF-RETRACTING TIE-DOWNS. 1st SET INCLUDED WITH CONVERSION. REQUIRED IF TRANSPORTING TWO WHEELCHAIRS SIMULTANEOUSLY. PLEASE SPECIFY THIS OPTION PRIOR TO FINAL INVOICING.						
SALES TAX	0	EACH	1.0000	0.0000	0.0000	0.00
SALES TAX SUBJECT TO SALES TAX. IF TAX EXEMPT, PLEASE PROVIDE SUPPORTING DOCUMENTATION PRIOR TO FINAL INVOICING.						

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QUOTE DATE	8/22/2025	QUOTE NO	59368	PAGE 2

CORPORATE OFFICE:

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(502)-447-8267

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TOTAL DUE	72,508.00

SLS1	SLS2	DUE DATE	DISC DUE DATE	ORDER NO	ORDER DATE	SHIP DATE	SHIP NO
SLO		8/22/2025	8/22/2025	00412094	8/22/2025		

TERMS DESCRIPTION	CUSTOMER PO NO	SHIP VIA
DUE NOW		

ITEM ID	TX CL	UNITS	ORDERED	SHIPPED	UNIT PRICE	EXTENSION
PF	0	EA	1.0000	0.0000	275.0000	275.00
PROCESSING FEE IN, KY, TN, NE, AL, FL, AR						
LL	0	EA	1.0000	0.0000	0.0000	0.00
FCA / STELLANTIS DRIVEABILITY REBATE THIS NEW CHRYSLER CHASSIS IS ELEGIBLE FOR THE $1,000 MOBILITY REBATE (SUBJECT TO MANUFACTURER'S TERMS & CONDITIONS). DEALER-SIGNED APPLICATION WILL BE PROVIDED WITH COMPLETED TITLING DOCUMENTS. TO BE APPLIED FOR BY OWNER SUBSEQUENT TO VEHICLE REGISTRATION. ONLINE APPLICATION INFORMATION AVAILABLE AT: https://www.fcausdriveability.com/						

Quotes are good for 30 days.

30-0184223

TAXABLE	NONTAXABLE	FREIGHT	SALES TAX	MISC	TOTAL
0.00	72,508.00	0.00	0.00	0.00	72,508.00
				TOTAL DUE	72,508.00

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QUOTE DATE	8/22/2025	QUOTE NO	59373	PAGE 1

CORPORATE OFFICE:

SUPERIOR VAN & MOBILITY LLC
1506 LAKESHORE COURT
LOUISVILLE, KY 40223
(502)-447-8267

PURCHASE LOCATION:

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(859)-253-1832

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LEXINGTON, KY 40504

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KEITH WILSON
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LEXINGTON, KY 40504

Phone: (859)-351-9570

Phone: (859)-351-9570 **Fax:**

TOTAL DUE	67,270.00

SLS1	SLS2	DUE DATE	DISC DUE DATE	ORDER NO	ORDER DATE	SHIP DATE	SHIP NO
SLO		8/22/2025	8/22/2025	00412099	8/22/2025		

TERMS DESCRIPTION	CUSTOMER PO NO	SHIP VIA
DUE NOW		

ITEM ID	TX CL	UNITS	ORDERED	SHIPPED	UNIT PRICE	EXTENSION
NMV- COMM	5	EA	1.0000	0.0000	41,710.0000	41,710.00
NEW MOBILITY VEHICLE COMMERCIAL 2025 TOYOTA SIENNA LE HYBRID VIN: TBD MILEAGE: 100 COLOR: ICE CAP (WHTE) ENGINE: 2.5L HYBRID THIS VEHICLE MUST BE ORDERED WITH ANTICIPATED LEAD TIME OF FOUR (4) MONTHS.						
NEW BRAUN RE TOYOTA ADA	0	EA	1.0000	0.0000	25,285.0000	25,285.00
BRAUN TOYOTA ADA REAR ENTRY CONV TOYOTA SIENNA HYBRID ADA CONVERSION (VT) ADA & FMVSS COMPLIANT MEETS/EXCEEDS ALTOONA TEST REQUIREMENTS CARB COMPLIANT 56" REAR DOOR OPENING LOWERED FLOOR SECTION, AFT OF 2ND ROW SEATS FOR 1 WHEELCHAIR POSITION 32.25" WIDE MANUAL RAMP W/ 1,000 LB CAPACITY SIMPLE STOW RAMP FEATURE OEM 2ND ROW BENCH SEAT ADA COMMERCIAL FLOORING FRONT Q'STRAINT QER ELECTRONIC RETRACTORS REAR Q'STRAINT QRT MAX RETRACTORS TRANSMISSION INTERLOCK ADA RAMP & LOWERED FLOOR LIGHTING EMERGENCY EXIT RELEASE FOR REAR HATCH BACK-UP ALARM OEM FUEL TANK BRAUNABILITY RUNNING BOARDS W/ INTEGRATED STEP WEATHER TECH MATS (DRIVER & FRONT PASSENGER)						
SALES TAX	0	EACH	1.0000	0.0000	0.0000	0.00
SALES TAX SUBJECT TO STATE SALES TAX. IF TAX-EXEMPT, PLEASE PROVIDE SUPPORTING DOCUMENTATION PRIOR TO FINAL INVOICING.						

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QUOTE DATE	8/22/2025	QUOTE NO	59373	PAGE 2

CORPORATE OFFICE:

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Phone: (859)-351-9570

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TOTAL DUE	67,270.00

SLS1	SLS2	DUE DATE	DISC DUE DATE	ORDER NO	ORDER DATE	SHIP DATE	SHIP NO
SLO		8/22/2025	8/22/2025	00412099	8/22/2025		

TERMS DESCRIPTION	CUSTOMER PO NO	SHIP VIA
DUE NOW		

ITEM ID	TX CL	UNITS	ORDERED	SHIPPED	UNIT PRICE	EXTENSION
PF	0	EA	1.0000	0.0000	275.0000	275.00
PROCESSING FEE IN, KY, TN, NE, AL, FL, AR, MI						

Quotes are good for 30 days.

30-0184223

TAXABLE	NONTAXABLE	FREIGHT	SALES TAX	MISC	TOTAL
0.00	67,270.00	0.00	0.00	0.00	67,270.00
				TOTAL DUE	67,270.00

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YOU are our best referral source! Ask for Referral Cards and get paid for sending us new business!

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
COMMUNITY PROJECT AGREEMENT

THIS COMMUNITY PROJECT AGREEMENT ("Agreement") is made and entered into on the _____ day of _____ 202___, 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 CHILDREN'S ADVOCACY CENTER OF THE BLUEGRASS, INC., a Kentucky nonprofit corporation ("Organization"), with offices located at 162 AND 154 NORTH ASHLAND AVENUE, LEXINGTON, KENTUCKY 40502.

W I T N E S S E T H

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 162 AND 154 NORTH ASHLAND AVENUE, 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. 29-2025, 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. 29-2025, 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 Twenty-One Thousand, Six Hundred and Eighty-Four Dollars ($21,684.00) ("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) UPGRADED & FULLY INTEGRATED SECURITY SYSTEM	1) $21,684	1) OPERATIONAL INVESTMENTS

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:
Winn Stephens, Executive Director
Children's Advocacy Center Of The Bluegrass, Inc.
162 And 154 North Ashland Avenue
Lexington, KY 40502

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.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

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, Mayor

ATTEST:

_____
Clerk of the Urban County Council

CHILDREN'S ADVOCACY CENTER OF THE BLUEGRASS, INC.

BY: _____
Winn Stephens, Executive Director

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this the _____ day of _____, 202___, by _____, a Kentucky nonprofit organization.

My commission expires: _____

Commission number: _____

_____
Notary Public, State-at-Large, Kentucky

EXHIBIT A

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

Lexington-Fayette
Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #29-2025 Nonprofit Capital Grants Program – Operational Investments** 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, Taylor Ballinger, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Taylor Ballinger and he/she is the individual submitting the proposal or is the authorized representative of Children's Advocacy Center of the Bluegrass, 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."

Continued on next page

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

Further, Affiant sayeth naught.

_____

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Taylor Ballinger on this the 6 day of October, 2025.

My Commission expires: 9/7/29

Laura Elizabeth Atkinson
NOTARY PUBLIC, STATE AT LARGE

NOTARY PUBLIC
Expires
9/7/2029
Laura Elizabeth Atkinson
My Commission #
KYNP36514
COMMONWEALTH OF KENTUCKY

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Section 503 of the Rehabilitation Act of 1973 states:

  The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

****

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

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

Wm Stephen — *Signature*

Children's Advocacy Center of the Bluegrass, Inc. — *Name of Business*

Executive Director

Firm Submitting Proposal: Children's Advocacy Center of the Bluegrass, Inc.

Complete Address: 154 N. Ashland Ave. Lexington 40502
Street City Zip

Contact Name: Taylor Ballinger Title: Development Director

Telephone Number: 859-225-5437 Fax Number: 859-225-1102

Email address: taylor@kykids.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, safely 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

Executive Director

10/6/25
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.

00548704

Lexington-Fayette Urban County Government
Request for Proposals

Nonprofit Capital Grant Program
Operational Investments
Scope of Work

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

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

- **NOTE: Agencies who received funding from the 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 Operational Investments, for the purchase of major equipment, such as a generator or vehicle.

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

Proposal Deadline – 2 P.M. 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

A. 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.

B. 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.

C. 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

D. 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.

E. 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 Teams 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.

F. Evaluation

This is a competitive grant process, with Proposals 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.

G. Selection

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

H. 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
- 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. Operational Investments must be for the purpose of serving Fayette County residents with these grant funds
2. Be in good standing with the Kentucky Secretary of State
3. Responders shall be registered and have a current, complete 2025 Gold Seal of Transparency or higher level agency portrait on 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 $13,000 in Operational Investments** (*Agencies may bundle Operational Investments projects to meet the $13,000 minimum)*. **Maximum award is $30,000.**

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

A. Information Technology & Telecommunication *(Servers, Computer Systems, Database Systems, etc.)*
B. Fleet and Mobile Service Units
C. Generators, Alternative Power Supply
D. Security Cameras, Safety Controls
E. Other Major Operational Equipment

Grant Award Allocation

Operational Investments

Funding Pool *	$180,600
Minimum Request **	$13,000
Maximum Request	$30,000

*****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 Operational Investments must be for the purpose of serving Fayette County residents with these grant funds
2. Be in good standing with the Kentucky Secretary of State
3. Responders shall be registered and have a current, complete 2023 Gold Seal of Transparency or higher level agency portrait on Candid.org
   If you haven't updated your 2022 Gold Seal, you will need to log into Candid and do so. Learn how to earn your 2023 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 laws

4.2 Demonstrated Need

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

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

4.3 Applicant Capacity for Project

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

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

4.4 Operational Feasibility

The application must include:

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

4.5 Cost Analysis – *and attachments*

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

LFUCG reserves the right to adjust funding amounts.

EXHIBIT B

Response to Request for Proposal

PROPOSAL SUBMITTAL COVER SHEET

Agency Information

Agency Name: Children's Advocacy Center of the Bluegrass, Inc.

Mailing Address: 154 N. Ashland Ave., Lexington, KY 40502

Street Address: 162 and 154 N. Ashland Ave., Lexington, KY 40502

Phone: (859) 225 - 5437

Is your Agency registered with the IRS as a 501(c)(3) organization? ☑ Yes ☐ No
*Note: Agencies **must** be registered with the IRS os 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)*:
Winn Stephens, Executive Director, 859-225-5437, winn@kykids.org

Person Completing Application *(Name, Title, Phone, Email)*:
Taylor Ballinger, Development Director, 859-225-5437, taylor@kykids.org

Project Information

Funding Requested by Project, if bundling multiple Projects:

Project: Upgraded and Fully Integrated Security System — Request $ $21,684
Operational Investment project

Project: _____ — Request $ _____
Operational Investment project

Project: _____ — Request $ _____
Operational Investment project

Project: _____ — Request $ _____
Operational Investment project

Total Funding Amount Requested: $ $21,684

- **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 $180,600. Minimum Total Request per agency is $13,000; Maximum Total Request per Agency is $30,000**
- **If applying for/bundling multiple projects, submit a 5 section narrative for each project.**

Children's Advocacy Center of the Bluegrass
2025 Nonprofit Capital Grant Program Application

Operational Investment Project: Upgraded and Fully Integrated Security System

Section 1:

According to the US Department of Health and Human Services, in 2023 (the most recent year for available data), Kentucky had the fourth-highest rate of reported child abuse in the country, with 14.2 cases per 100,000 kids. This is nearly double the national average. Over the past 12 months, in Fayette County alone, over 3,500 reports of child abuse have been made. And, nationwide, statistics show that one-in-ten children will be a victim of sexual abuse before turning 18. The need for quality, coordinated care for childhood victims of sexual and severe physical abuse is greater than ever.

The mission of the Children's Advocacy Center of the Bluegrass (CACBG) is to reduce the trauma experienced by child victims of sexual abuse and to bring hope and healing to families. CACBG collaborates with law enforcement, the Cabinet for Health and Family Services, the Fayette County and Commonwealth's Attorney's Offices, UK HealthCare, Fayette County Public Schools, and other community partners to coordinate the treatment, investigation, and prosecution of child sexual abuse cases in Fayette County. CACBG reviews each initial report of suspected child abuse of all types. Any reports that contain a sexual abuse component are statutorily required to be referred to the CACBG as part of the investigation where CACBG's team of experts manages the suite of services needed to aid in the investigation and promote the healing of the child victim.

Clients of CACBG are children, up to age 18, who are suspected victims of sexual abuse in Fayette County. CACBG also serves secondary victims (typically relatives, caretakers, or siblings of the affected children) who may be at risk, or may have witnessed abuse. All services are provided at no cost to children and their family members.

CACBG services are implemented by our highly trained and dedicated staff, in our safe, child-friendly facility. By coordinating services, we help children receive the care and support needed to leave the trauma of abuse behind them. Over the past 12 months, CACBG provided a combined 8,176 services for 425 child abuse victims in Fayette County. This includes 411 forensic exams, 56 medical exams, and 25 therapy services. The number of services is also inclusive of all caregiver touchpoints and follow-ups, all case review services, intakes for clients and caregivers, crisis calls, and all Fayette County Multidisciplinary Team meetings, which are held weekly at CACBG.

The Fayette County children served by CACBG can be defined as both underserved and marginalized. Over 90% of child sexual abuse cases are perpetrated by individuals known and trusted by the child and the child's non-offending caregivers. Approximately 40% of the time the perpetrator is a member of the child's family. When this happens, the life of the child and the non-offending caregiver is often thrown into chaos. The child and caregiver may face economic hardships if they are reliant on the abuser for financial or housing support. These economic burdens, in addition to the trauma of the abuse and the fear of retaliation, compounds and puts both the child victim and their non-offending caregiver at risk of further challenges. Because of this, CACBG also maintains an emergency resource closet fully stocked with food bags, new

clothes, toiletry items, and personal hygiene supplies to help provide for the basic needs of families who come to the Center. CACBG also provides gas cards for families to remove any economic burden in coming to the Center for services, and can help provide emergency rent and utilities assistance in the event that the alleged perpetrator is the primary breadwinner for the family, which can further throw the child and non-offending caregiver into crisis.

Additional economic burdens, in addition to the trauma of the abuse and the fear of retaliation, compounds and puts both the child victim and their non-offending caregiver at risk of further challenges. There are no other organizations in Fayette County that provide the types of comprehensive healing programs for child victims of sexual abuse. Without effective treatment, child survivors of sexual abuse are significantly more likely to deal with long-term mental health challenges and trauma symptoms, such as:

- PTSD and anxiety
- Depression and suicidal ideation
- Poor body image and low self-esteem
- Trouble sleeping and focusing
- The use of unhealthy behaviors, such as alcohol abuse, drug abuse, and self-mutilation

By providing wraparound healing services now in a safe, loving atmosphere, CACBG helps ensure that these young people, who face a greater risk of long-term health challenges due to the trauma of their abuse, have the opportunity to heal and grow into the happy, healthy adults they have the potential to be.

CACBG uses a multidisciplinary and collaborative approach when addressing childhood sexual abuse in Fayette County. CACBG hosts weekly Fayette County Multidisciplinary Team meetings, which include child protective services, law enforcement, prosecutors, medical/mental health providers, victims' advocates, and others who work together to investigate abuse allegations and provide support services to children and families. In this meeting, all open cases of child sexual abuse in Fayette County are reviewed, and agencies work collaboratively to ensure children are receiving the services they need and no child "falls through the cracks."

The CACBG provides clients four core services:

Forensic Interviews: Best-practice and Kentucky statute states that a child should be seen for a forensic interview at CACBG after abuse is reported. Forensic interviews are supportive, non-leading conversations led by highly-trained interviewers that elicit information about what a child has experienced. Investigators and social workers observe interviews at our facility, limiting the number of times a child must recount their story and increasing collaboration among agencies supporting the child and family.

Family Advocacy: Family Advocates meet with non-offending caregivers to provide crisis counseling, supportive listening, and information about additional CACBG services and/or outside referrals based on the needs of the family. Advocates explain the forensic interview process, inform caregivers about therapy and counseling programs, and provide documentation and information regarding their legal case. Advocates manage the child's case throughout the process, and provide multiple, ongoing follow-up support checks with families.

Medical Services: If necessary, a comprehensive medical examination is scheduled in our medical clinic. The clinic is operated by a physician and nurse specializing in the treatment of childhood abuse. Medical exams take approximately 90 minutes and include a full physical check-up, as well as an exam tailored to the child's needs following abuse. The medical exam allows the physician to diagnose and treat injury, test for sexually transmitted diseases, collect forensic evidence, assess behavioral and emotional problems, and make additional referrals. Along with the physical exam, children and non-offending caregivers receive a full mental health assessment with our mental health specialist. This allows our team to attend to any immediate mental health needs the child has following their abuse. The child is able to consent or refuse any part of the exam, providing empowerment and bodily autonomy for the child. Most importantly, the exam provides the child and caregiver with peace of mind, knowing that their body is safe and healthy.

Therapy: Children seen by the center are eligible to receive in-house therapy services. Trauma-focused therapy services are provided based on the child's need at CACBG, or if transportation is a barrier, therapy can be provided at the child's school thanks to a partnership with Fayette County Public Schools. The CACBG therapy team utilizes the Trauma Focused Cognitive Behavioral Therapy (TF-CBT) modality, which is the best-practice therapy modality for children who have experienced traumatic events. Most children seen in our therapy department average 12-16 sessions, where they work to address any trauma symptoms and promote healing following abuse.

Beyond the four core services provided for child victims of sexual abuse and their non-offending caregivers, CACBG has also taken a leadership role in Fayette County in

training community members and organizations in how to respond to reports of child sexual abuse, how to spot signs of abuse, the role of CACBG and community partners in the investigation, and sexual abuse prevention strategies. In the past 12 months, CACBG has hosted six trainings at our offices for community partners, including the Lexington Police Crimes Against Children Unit, local Cabinet for Health and Family Services social workers, members of the Fayette County and Fayette Commonwealth's Attorneys offices, local health care professionals, and members of the Fayette County Public Schools student support team. These trainings are intended to ensure that professionals tasked with keeping children safe are knowledgeable of best-practice procedures for the initial response to child abuse reports, how to work and communicate with children in a trauma-informed manner, the role of CACBG and its partner agencies in the investigation, reporting requirements, and signs to be aware of that could indicate concern for child sexual abuse. These trainings see hundreds of outside professionals visiting our Center each year.

Child abuse does not discriminate and CACBG serves families of diverse backgrounds, ethnicities, and socioeconomic statuses. All children, regardless of race, socioeconomic status, disability, and any other historical barriers deserve access to the hope and healing that come from CACBG services.

CACBG is in good standing with the Kentucky Secretary of State, and is registered on GuideStar.org with a Platinum Seal of Transparency.

CACBG commits to not use any funds to teach, advance, advocate, or promote any religion, and also commits to comply with all applicable local, state, and federal laws.

Section 2:

CACBG humbly requests funding for an upgraded and fully integrated security system for its buildings at 162 and 154 N. Ashland Avenue in Lexington. One of the hallmarks of our organization is a focus on the safety and comfort of the child victim. Prior to the existence of the Children's Advocacy Center, children were often forced to retell their story of abuse to multiple parties in multiple settings – counselors at school, a police investigator at a police station, a medical professional in a doctor's office, a social worker in their home, and more. By having all services in one place, administered by experts in the field of child trauma, we have greatly reduced the number of times the child must retell their story. And, by providing our healing program services in one place, we ensure that all agencies involved in the investigation of the abuse are collaborating, and children and their non-offending caregivers are receiving these services in a child-friendly location, with comfortable waiting areas, trauma-informed furnishings and activities, and an attentive, loving staff, to help ensure the child knows they are safe as they begin their healing journey. Children cannot heal from their abuse without knowing they are safe.

Over the past 10 years, the number of children and families we serve annually has nearly doubled. Our staff size has also nearly doubled. And the number of community partners who visit our Center for trainings and meetings has also grown considerably. Due to this growth, in December 2023, we purchased the building at 154 N. Ashland Avenue in Lexington with the intent of building a new therapy suite in the back of the building to increase our capacity to provide this critical service. The construction of the new therapy suite was finished in early 2025. With service provision

now stretching across two buildings, and with our increase in community trainings and engagement, we must improve and upgrade our security systems at CACBG.

To ensure the safety of our building for all clients, staff, community partners, and approved visitors, CACBG has worked with Bates Security System on a proposal to upgrade to our current system, as well as installing a new system at our new building at 154 N. Ashland which will then integrate with the current security system in our building at 162 N. Ashland. As noted in section one, over 90% of child sex abuse cases are perpetrated by someone known and trusted by the child and their non-offending caregivers, with 40% of the cases being perpetrated by someone in the child's family. When a child comes to our Center, they must be transported by a non-offending caregiver, and no alleged perpetrators are allowed on our grounds. Due to the incredibly sensitive nature of the work we do, and the potential of outside threats to staff and clients, a high functioning security system is needed to ensure only authorized people are in our building, and to keep the children and families we serve safe and secure. A high functioning security system is also important to ensuring that the confidential records we maintain are protected.

At the present time, at our building at 162 N. Ashland Avenue, we have an electronic key-card system entry for staff, cameras at all entry points, a security system that detects break-ins at all exterior doors, and an intercom system to let visitors in. We have an employee working our front desk during all work hours who is monitoring the cameras and entry points to let in approved visitors. All external doors lock automatically, and all visitors must sign in upon entry. This is all done to ensure no unauthorized personnel, including but not limited to alleged perpetrators, are in our

building while children are present receiving services.

Our new building at 154 N. Ashland is not connected to the security system at our main building at 162. N. Ashland. The external doors at 154 N. Ashland remain locked at all times, and entry is done via a coded keypad, but there are no other safety controls at the building. Further, to better meet the needs of our therapy clients, our therapy team regularly schedules appointments after hours. To fully integrate the new system so both buildings are able to be managed together, we must revamp and update the locking hardware on all exterior doors at 162 N. Ashland and add locking hardware to all exterior doors at 154 N. Ashland, all of which will be accessible to staff via the key card entry swipe. 154 N. Ashland will also be equipped with an alarm system which will be integrated to the alarm system at 162 N. Ashland and alert authorities in the event of an attempted break-in. These upgrades will ensure all exterior doors at both buildings are synched and controlled by the same platform, giving CACBG staff access to both buildings with one key card. Further, we are adding wireless glassbreak detectors to the building at 162 N. Ashland to automatically set off our security alarms in the event an intruder attempts to break through glass to enter the building. We are also adding wireless smoke detectors that will integrate with the full security system and alert local authorities in the event of a fire. Given the work that we do, and the clients that we serve, protecting our staff and clients is of the utmost importance.

Section 3:

CACBG has a long-standing relationship with LFUCG, having received funding through the Extended Social Resources grant program each year for the past several years, as well as 2022 ARPA funds. In that time, our service numbers have grown

considerably. In 2019, CACBG saw 197 children from Fayette County at our Center for services. In 2021, amidst the challenges of the COVID-19 pandemic, that number grew to over 300. In the past 12 months, that number has been 425. Our agency is growing and adapting to meet the needs of children in Fayette County, and will continue to do so over the coming years.

CACBG is committed to continue being a good steward of LFUCG funds. Our work directly impacts over 1,000 Fayette County residents each year, between our clients, their caregivers, and our community partners (including Lexington PD, the Cabinet for Health and Family Services, FCPS, and more) and we believe it is important to be good and thoughtful members of our surrounding community and utilize funds appropriately.

The primary team members who will oversee the security system project are:
Development Director: Taylor Ballinger – Taylor works to support the CACBG team in all external engagement, fundraising, training, and promotional opportunities. Along with Winn Stephens, Taylor has extensive LFUCG grant management experience.
Executive Director: Winn Stephens – Winn oversees the Center's program and development staff, is involved in all personnel decisions, is a member of the Multidisciplinary Team, and is the primary external voice for the organization. He has been in the position for 10 years and has overseen considerable growth in the organization. Winn manages the relationship with the majority of outside contractors, as well as the logistical needs of the staff and organization. He will work with Bates Security to schedule the upgrades for a time that is least obtrusive for Center staff and clients.

CACBG grant administrators Taylor Ballinger and Winn Stephens have reviewed the requirements as stated, and are committed to complying with all requirements. The signed document is attached to the application.

Section 4:

CACBG wishes to begin security system upgrades as soon as possible. Due to the sensitive nature of our work, and the importance of keeping the children and families we serve safe, we would be ready to begin this project as soon as we are notified about this request. In our conversations with Bates, they anticipate work could get started with 12 weeks' notice (at maximum, though potentially sooner), and that the full project would take two weeks to complete. We anticipate the work would be done by May 2026, and there is no current indication that the completion of this project would extend beyond April of 2027. The only current concern is the cost of the materials and labor increasing between now and when the work is completed. If costs do increase, CACBG is very confident in our ability to utilize unrestricted funds to pay for the balance of work.

As noted in Sections 1 and 2, CACBG has significant need for this project. Between our increase in services, trainings, staff, and external partners visiting the Center, as well as our construction of our therapy suite in our new building at 154 N. Ashland, this project is a very high priority for our organization. We must keep the children and families we serve, as well as our staff who provide these critical services, safe and secure. We are confident that we have a team that is both ready and capable to complete this project and utilize the security upgrades to its greatest extent to help increase our impact throughout Fayette County.

Section 5

Attached, you will find the FY 26 operational budget for CACBG, as well as the quote from Bates Security for the cost of the security system upgrades and installation. The line item cost for each component of their proposed work includes the cost of both labor and materials, with a total cost of $21,684. Based on our analysis, this project is cost-effective, and overall costs are both reasonable and do not deviate substantially from the norm in Lexington. As you can see in our FY 26 budget, the Center has enough flexible funds to cover spillover costs.

Operational Investment Project: Upgraded and Fully Integrated Security System
Children's Advocacy Center of the Bluegrass
2025 Nonprofit Capital Grant Program

Expense Item	**Amount**
Security System for 154 N Ashland Ave (*see attached quote for line items)*	$8,165.06
Upgraded Security System for 162 N Ashland Ave (*see attached quote for line items)*	$3,132.78
Labor	$10,136.16
Installation Materials (Wire molding, caulking, etc.)	$250.00
Requested Amount	$21,684.00
Amount Covered by CACBG Unresricted Funds	$0
Total Project Cost	$21,684.00

FIRE | SECURITY | ACCESS | VIDEO | AUTOMATION | MONITORING

BATES SECURITY

A Pye-Barker Fire & Safety Company

proposal

Prepared By:

Bates Security - Lexington
RandyHutchinson
Commercial Security Consultant
3166 Custer Dr
Lexington, KY 40517
859.244.4000
859-967-6990
ralph.hutchinson@pyebarkerfs.com

Security System, Access Control with Smoke Supervisio
154 North Ashland Ave
Lexington, KY 40502
Proposal 235994-1-0

Submitted: 9/24/2025

Children Advocacy Center
Winn Stephens
859-229-1180
winn@kykids.org

800-403-9471 • BATESSECURITY.COM

The Leader in Fire, Life Safety, and Security Solutions

SCOPE OF WORK

Unless otherwise noted, this proposal does not include lift rental, conduit, trench with conduit and or earth work, "Prevailing wages", union wages, plenum cabling, permit, labor for client required vendor or safety training and or submittal fees. Installation work will be performed during normal business hours, Monday through Friday. Client will provide dealer with the necessary electrical power (120VAC) and communications path for system communication as well as any dedicated phone lines or static IP addresses and or Internet connectivity as applicable at each head end and remote panel location. Network connection with necessary IP information to be provided by client. Fire systems by code will require two telephone lines or an approved cellular or IP communications path. Client is responsible for the proper operation of all door hardware. Surge protection is not provided unless otherwise noted. Any surge protection provided is meant only to reduce risk of damage due to surge, but cannot and is not guaranteed to stop damage from surge that overwhelms or bypasses provided surge protection.

All monthly service investments exclude physically damaged equipment, network issues / troubleshooting, and scissor / boom lift charges if required for service.

Existing equipment, cabling, and infrastructure installed by others is assumed to be in good working order. Any additional labor and or materials spent due to servicing, repairing or replacing existing equipment, cabling, and infrastructure will be billed on a time and materials basis.

Access Control Code Requirements

* One Motion Egress. (NFPA 101 5-2.1.5.3) Each Access-controlled door shall only require one motion to open the door.

* A sensor must be on the door that detects someone approaching the door unless the egress device is mounted on the door. (KY Building Code 1017.4.5)

*A device at the door within 40" will physically cut power to the door for 30 seconds independent of the access control panel electronics. (Egress devices mounted on the door that cuts power at the door meets this requirement) (KY Building code 1017.4.5)

*Activation of the building fire alarm system shall release the locking mechanism at each door and remain unlocked until fire alarm is re-set. (KY Building code 1017.4.5)

Our proposal does not include any escalation or price protection associated with the proposed new tariffs that may affect both foreign and domestic products. Any impact to material costs directly or indirectly caused by the tariffs will be priced as a change order to the base contract amount.

INVESTMENT

New

QTY	Description
1	Control Panel, Large gray Enclosure
1	AT&T LTE Cellular Communicator with 381-2 Cable
1	RF RECEIVER
1	Graphic Touchscreen Keypad with Prox Reader and 4
1	Mag - Electromagnetic Lock, 12/24VDC, 1200lbs
1	1.5 Pneumatic Exit Button
1	Entry Level RTE Request-To-Exit PIR Sensor, White
1	7440 Electric Strike, Clear anodized
1	Slim-Line, Outdoor Rated Surface Mounted Electric
3	Access Control Module for XR & XT Series Panel
3	HID ICLASS SE R10 READER BLK
3	Wireless PIR
4	Universal Transmitter- Black
6	Wireless Glassbreak Detector
7	Wireless Smoke Detector with Synchronized Sounder
25	iCLASS II Keyfob, 37b format H10304 FC 1443
2	12 VDC 7AH SLA Battery (IM1272F1/IM1270)
1	Power Supply Charger, Single Output, 6/12/24VDC

Professional Services:

Description
Monitoring
Cellular Service
Managed Access
Maintenance (Full)
DMP Virtual Keypad

Second Office Space

QTY	Description
3	Access Control Module for XR & XT Series Panel
3	HID ICLASS SE R10 READER BLK
3	Integrate Existing Hardware
1	Wireless Repeater
7	Universal Transmitter- Black
8	Wireless PIR
1	Graphic Touchscreen Keypad with Prox Reader and 4

Professional Services:

Description
Partition

System Investment

Total Proposal Amount **$21,684.00**

THIS IS NOT AN INVOICE. DO NOT PAY. INVOICE TO BE PROVIDED.

Deposit Due in Advance	**$10,842.00**
Balance Due Upon Completion	**$10,842.00**
Recurring Services Total Monthly	**$248.00**

ACCEPTANCE OF PROPOSAL

SYSTEM TOTAL	$21,684.00

Acceptance of proposal - The above prices, specifications, and conditions are satisfactory and are hereby accepted (subject to credit approval.) You are authorized to do the work as specified.

Pricing is valid for 7 days from the date proposal was submitted to contractor/customer.

Progress Billing will be applied to this proposal.

Children Advocacy Center	Bates Security - Lexington
Company / Date	Company / Date
Authorized Signature	Authorized Signature
Printed Name / Title	Printed Name / Title
859-229-1180	859.244.4000
Phone / Fax	Phone / Fax
winn@kykids.org	ralph.hutchinson@pyebarkerfs.com
Email	Email
0	
Purchase Order Number	

TERMS AND CONDITIONS

This proposal is subject to the Pye-Barker General Terms and Conditions located at https://pyebarkerfs.com/generalterms. By signing or receiving services under this proposal, you acknowledge that you have reviewed such terms and conditions and that they will be incorporated into the proposal by reference. This proposal, including the incorporated General Terms and Conditions, contains the complete and final agreement between the parties with respect to the subject matter hereof.

Taylor Ballinger

From: Randy Hutchinson <ralph.hutchinson@pyebarkerfs.com> on behalf of Randy Hutchinson
Sent: Tuesday, September 30, 2025 4:05 PM
To: taylor@kykids.org
Subject: Access Control/Security System Cost Breakdown

Hey Taylor,

Please let me know if you need anything else.

Childrens Advocacy Center	QTY	Purchase Price	Total
NEW OFFICE BUILDING			
Control Panel, Large Gray Enclosure	1	$ 933.84	$ 933.84
AT&T LTE Cellular Communicator with 381-2	1	$ 317.49	$ 317.49
RF Receiver	1	$ 180.26	$ 180.26
Graphic Touchscreen Keypad with Prox	1	$ 317.49	$ 317.49
Mag-Electromagnetic Lock, 12/24 VDC, 1200lbs	1	$ 649.61	$ 649.61
1.5 Pneumatic Exit Button	1	$ 484.64	$ 484.64
Request-to-Exit PIR Sensor	1	$ 164.21	$ 164.21
7440 Electric Strike,	1	$ 339.09	$ 339.09
Slim-Line, Outdoor Related Surface Mounted Electric	1	$ 845.83	$ 845.83
Access Control Module for XR&XT Series	3	$ 240.64	$ 721.92
HID Iclass SE R10 Reader Blk	3	$ 175.60	$ 526.80
Wireless PIR	3	$ 99.72	$ 299.16
Universal Transmitter	4	$ 62.67	$ 250.68
Wireless Glassbreak Detector	6	$ 97.92	$ 587.52
Wireless Smoke Detector	7	$ 159.74	$ 1,118.18
Iclass II Keyfob	25	$ 9.77	$ 244.25
12VDC 7AH SLA Battery	2	$ 29.48	$ 58.96
Power Supply Charger, Single Output 6/12/24VDC	1	$ 125.13	$ 125.13
			$ 8,165.06
MAIN BUILDING			
Access Control Module for XR & XT Series	3	$ 240.64	$ 721.92
HID Iclass SE R10 Reader BLK	3	$ 175.60	$ 526.80
Integrate Existing Hardware	3	$ -	$ -
Wireless Repeater	1	$ 330.12	$ 330.12
Universal Transmitter	7	$ 62.67	$ 438.69
Wireless PIR	8	$ 99.72	$ 797.76
Graphic Touchscreen Keypad	1	$ 317.49	$ 317.49

			$ 3,132.78
			$ 11,297.84
Labor			
	New Office	40	$ 5,631.20
	Main Office	32	$ 4,504.96
			$ 10,136.16
Misc	Wire Mold, Caulking, etc....	1	$ 250.00
			$ 21,684.00

Randy Hutchinson
Commercial Sales Consultant

PYE-BARKER FIRE & SAFETY • EST. 1946

Branch: (859) 244-4000
ralph.hutchinson@pyebarkerfs.com

Pye-Barker Fire & Safety
3166 Custer Dr.
Lexington, KY 40517

www.pyebarkerfs.com

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Children's Advocacy Center of the Bluegrass
Budget FY 26

Income:

Fundraising	
General Donations	$105,000.00
An Evening for the CAC	
Auction	$70,093.00
Donations	$34,000.00
Special Appeal Donations	$100,000.00
Sponsorships	$70,200.00
Tickets	$20,400.00
Raffle	$4,650.00
AEF Total	$299,343.00
Fundraising Total	**$404,343.00**
Local, State & Federal Funding	
Cabinet for Health and Family Services	$1,074,525.00
LFUCG: Public Safety	$50,000.00
LFUCG: Social Services	$195,000.00
Victims of Crime Act	$211,753.00
One-Time VOCA Replacement Funds (year 2 of 2)	$244,033.09
Local, State & Federal Funding Total:	**$1,775,311.09**
Charitable Organizations	
Private charitable foundations	$60,000.00
Gray	$160,000.00
Charitable Org Total	**$220,000.00**
Medical Clinic	
Medical Society	$1,500.00
Child Victims Trust Fund	$12,000.00
Medicaid	$60,000.00
Medical Clinic Total	**$73,500.00**
Interest/BGCF Int.	$6,200.00
Total Income	**$2,479,354.09**

Expenses:

Personnel	
Salary and Wages	$1,198,297.00
Bonuses	$16,500.00
Retirement Benefits	$179,745.00
Health, Dental, Life, LTD, Vision	$112,656.00
Payroll Taxes	$91,670.00
Workers Comp/Unemployment	$14,755.00
Physician Fees	$75,000.00
Personnel Total:	**$1,688,623.00**
Program and Facilities	
Mortgage 154 N. Ashland	$21,000.00
IT Services	$45,000.00
Supplies	$25,000.00
Insurance	$40,000.00
Utilities	$30,000.00
Maintenance	$30,000.00
Professional Services	$37,625.00
Language Interpreters	$16,000.00
Miscellaneous Expenses	$750.00
Printing	$15,000.00
Interest	$3,200.00
Travel and Training	$30,000.00
Client Transpiration	$8,000.00
Lab Fees	$3,000.00
Community Awareness	$17,500.00
Postage	$5,000.00
Equipment	$2,250.00
Board Expenses	$3,000.00
Advertising/Marketing	$4,000.00
Vehicle Maintenance	$1,200.00
Bank Fees	$5,000.00
Dues and Subscriptions	$15,000.00
Security	$2,500.00
Kristin's Closet	$4,000.00
Staff Development and Appreciation	$10,000.00
Program and Facilities Total:	**$374,025.00**
Special Event	
Printing and Postage	$3,600.00
Facility and Catering	$47,056.19
Decorations/Supplies	$3,000.00
Mobile Bidding/CC Fees	$13,000.00
Entertainment	$1,600.00
Auctioneer	$0.00
Tech	$7,500.00
Special Event Total:	$75,756.19
Expenses Total:	**$2,138,404.19**
Net:	**$340,949.90**

A note on the CACBG budget: It is customary for the Center to maintain a budget surplus at the end of its fiscal year, as most of our federal, state, and local funding is in the form of reimbursable grants and therefore it is critical to have cash-on-hand to maintain day-to-day operations.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
COMMUNITY PROJECT AGREEMENT

THIS COMMUNITY PROJECT AGREEMENT ("Agreement") is made and entered into on the _____ day of _____ 202___, 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 GOD'S PANTRY FOOD BANK, a Kentucky nonprofit corporation ("Organization"), with offices located at 2201 INNOVATION DRIVE, LEXINGTON, KENTUCKY 40511.

W I T N E S S E T H

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 2201 INNOVATION DRIVE, 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. 29-2025, 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. 29-2025, 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 Thirty Thousand Dollars ($30,000.00) ("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) CERES (ENTERPRISE RESOURCE PLANNING) SOFTWARE UPGRADE	1) $30,000	1) OPERATIONAL INVESTMENTS

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:
Michael J. Halligan, President & CEO
God's Pantry Food Bank
2201 Innovation Drive
Lexington, KY 40502

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.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

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, Mayor

ATTEST:

_____
Clerk of the Urban County Council

GOD'S PANTRY FOOD BANK

BY: _____
Michael J. Halligan, President & CEO

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this the _____ day of _____, 202___, by _____, a Kentucky nonprofit organization.

My commission expires: _____

Commission number: _____

_____
Notary Public, State-at-Large, Kentucky

EXHIBIT A

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

Lexington-Fayette
Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #29-2025 Nonprofit Capital Grants Program – Operational Investments** 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, Michael J. Halligan, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Michael J. Halligan and he/she is the individual submitting the proposal or is the authorized representative of God's Pantry Food Bank, the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

_____

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by ~~Jane K. Landon~~ Michael J. Halligan (MJH) on this the 30 day of September, 2025.

My Commission expires: January 25, 2029

Jane K. Landon

NOTARY PUBLIC, STATE AT LARGE

JANE KATHERINE LANDON
Notary Public
Commonwealth of Kentucky
Commission Number KYNP21814
My Commission Expires Jan 25, 2029

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Section 503 of the Rehabilitation Act of 1973 states:

  The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

****

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

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

Signature

God's Pantry Food Bank
Name of Business

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, safely 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

9.30.2025
Date

Lexington-Fayette Urban County Government
Request for Proposals

Nonprofit Capital Grant Program
Operational Investments
Scope of Work

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

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

- **NOTE: Agencies who received funding from the 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 Operational Investments, for the purchase of major equipment, such as a generator or vehicle.

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

Proposal Deadline – 2 P.M. 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

A. 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.

B. 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.

C. 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

D. 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.

E. 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 Teams 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.

F. Evaluation

This is a competitive grant process, with Proposals 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.

G. Selection

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

H. 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
- 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. Operational Investments must be for the purpose of serving Fayette County residents with these grant funds
2. Be in good standing with the Kentucky Secretary of State
3. Responders shall be registered and have a current, complete 2025 Gold Seal of Transparency or higher level agency portrait on 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 $13,000 in Operational Investments** (*Agencies may bundle Operational Investments projects to meet the $13,000 minimum)*. **Maximum award is $30,000.**

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

A. Information Technology & Telecommunication *(Servers, Computer Systems, Database Systems, etc.)*
B. Fleet and Mobile Service Units
C. Generators, Alternative Power Supply
D. Security Cameras, Safety Controls
E. Other Major Operational Equipment

Grant Award Allocation

Operational Investments

Funding Pool *	$180,600
Minimum Request **	$13,000
Maximum Request	$30,000

*****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 Operational Investments must be for the purpose of serving Fayette County residents with these grant funds
2. Be in good standing with the Kentucky Secretary of State
3. Responders shall be registered and have a current, complete 2023 Gold Seal of Transparency or higher level agency portrait on Candid.org
   If you haven't updated your 2022 Gold Seal, you will need to log into Candid and do so. Learn how to earn your 2023 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 laws

4.2 Demonstrated Need

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

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

4.3 Applicant Capacity for Project

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

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

4.4 Operational Feasibility

The application must include:

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

4.5 Cost Analysis – *and attachments*

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

LFUCG reserves the right to adjust funding amounts.

PROPOSAL SUBMITTAL COVER SHEET

Agency Information

Agency Name:_____

Mailing Address:_____

Street Address:_____

Phone: (____) _____ - 492 _____

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)*:

_____

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

_____

Project Information

Funding Requested by Project, if bundling multiple Projects:

Project: _____ Request $ _____
Operational Investment project

Project: _____ Request $ _____
Operational Investment project

Project:_____ Request $ _____
Operational Investment project

Project:_____ Request $ _____
Operational Investment project

Total Funding Amount Requested: $ 30,000.00

- **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 $180,600. Minimum Total Request per agency is $13,000; Maximum Total Request per Agency is $30,000**
- **If applying for/bundling multiple projects, submit a 5 section narrative for each project.**

EXHIBIT B

Response to Request for Proposal

PROPOSAL SUBMITTAL COVER SHEET

Agency Information

Agency Name: God's Pantry Food Bank

Mailing Address: 2201 Innovation Drive; Lexington, KY 40511

Street Address: 2201 Innovation Drive; Lexington, KY 40511

Phone: (859) 255 - 6592

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)*:

Michael J. Halligan, President & CEO, 859-288-5311, mhalligan@godspantry.org

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

Katie Landon, Grants & Corporate Relations Officer, 859-288-5328, katie@godspantry.org

Project Information

Funding Requested by Project, if bundling multiple Projects:

Project: Ceres (Enterprise Resource Planning) Software Upgrade — Request $ 30,000
Operational Investment project

Project: _____ — Request $ _____
Operational Investment project

Project: _____ — Request $ _____
Operational Investment project

Project: _____ — Request $ _____
Operational Investment project

Total Funding Amount Requested: $ 30,000

- **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 $180,600. Minimum Total Request per agency is $13,000; Maximum Total Request per Agency is $30,000**
- **If applying for/bundling multiple projects, submit a 5 section narrative for each project.**

.RFP #29-2025 Nonprofit Capital Grants Program-Operational Investments

Project Narrative-God's Pantry Food Bank

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

God's Pantry Food Bank is a 501(c)(3) nonprofit and Feeding America partner food bank located in Lexington, Kentucky. The food bank was founded by native Lexingtonian Mim Hunt in 1955 as a small food pantry supporting neighbors experiencing food insecurity in her local community. Supporters of her efforts coined the work as "Mim's Pantry" but because of her strong religious convictions she preferred the name "God's Pantry" which carried through to our eventual incorporation in 1979 as God's Pantry Crisis Food Center.

Joining Feeding America's national network of food banks in 1984, God's Pantry Food Bank has grown to serve 50 Kentucky counties as the state's largest food bank, partnering with over 500 local food pantries and meal programs. The Food Bank sources, gathers, and stores food and grocery products. Food is then given to Kentuckians facing hunger through our network of partner meal programs and food pantries, or through our own targeted programs. The mission of God's Pantry Food Bank is reducing hunger by working together to feed Kentucky communities. In homage to Mim and our early roots, we have kept part of our early name, but we do not have a religious affiliation.

Specific to Fayette County, recent Map the Meal Gap data notes that one in seven residents (or around 47,000 adults, children, teens, and seniors) experience food

insecurity. To combat this statistic, God's Pantry Food Bank partners with numerous nonprofits throughout the county, distributing 5.8 million pounds of food into the community last fiscal year through partners like Bluegrass Community and Technical College, Community Action Council, Food Chain, Hope Center, Lexington Senior Center, Lighthouse Ministries, Moveable Feast, Nathaniel Mission, and dozens of others.

Along with providing food through our network of community partners, we continue to operate our legacy program, the Fayette County Pantry Program. Presently, we have five pantry locations in Fayette County: Central Christian Church (downtown), St. Luke United Methodist Church (Alumni Drive), Community Action Council (Cambridge Drive), Northside Branch of the Lexington Public Library (Russell Cave Road), and The Pantry at 817 Winchester Road. In our last fiscal year, this program provided food to over 38,000 households in Fayette County. Each food pantry in this program offers neighbor choice, a grocery store-style shopping opportunity where neighbors can select items that fit their households' food preferences.

Other programs operated by God's Pantry Food Bank that directly serve Fayette County residents are: the BackPack, School Pantry, Summer Meals, and Kids Cafe programs focused on kids and teens, the Commodity Supplemental Food Program aimed at people 60 years of age and older, and the Mobile Market, our grocery store on wheels in partnership with LFUCG and Kroger, targeted for communities that may have food access barriers like lack of transportation. We also help households apply to receive helpful SNAP benefits, ensuring they have access to food dollars to spend at local grocery stores or markets.

Overall, we've become synonymous with food access and assistance in Fayette County over the last 70 years. We appreciate the opportunity to amplify this work alongside the Lexington-Fayette Urban County Government to further benefit the residents of our community.

Section 2: Demonstrated Need

God's Pantry Food Bank is requesting funds for a crucial upgrade from our current Enterprise Resource Planning software, Ceres 5.0, to a later version, Ceres 6.0. Ceres is the software used by our team in a multitude of ways, from inventory control to accounting functions, and the older version will soon be obsolete, necessitating this upgrade.

A key component of our warehousing operations is the ability to receipt, store, and distribute large quantities of food throughout our service area (as mentioned above, over 5 million pounds of food were distributed in Fayette County alone last fiscal year). Ceres functions as our inventory database and was designed specifically for food banks to create efficiencies in operations.

When any product arrives at our food bank, it is weighed and categorized by type (e.g. fresh produce, protein, etc.). Each pallet receives a physical pallet tag with a barcode that can track the date received, poundage of the item, and type of item; a more detailed log is kept on a virtual item card within the database. Pallets can get scanned out directly to a program such as the Fayette County Pantry Program, or individual cases of items can be selected for programs like Cardinal Valley Elementary BackPack or Leestown Middle School Pantry. Once picked up or delivered, orders are then invoiced through Ceres, and we can trace where every case or pallet of food ended up.

In addition to applications in warehousing and inventory, Ceres is our financial database, tracking all accounting functions, including program budgets and expenditures. It also keeps track of our Agency Services information, such as information on all partners that receive food from us, their contact information, addresses, and more. This information is stored and utilized when our team is figuring out logistics like trucking schedules or monitoring visits.

Overall, Ceres and the procedures associated with it have many benefits, including the following:

- Accurate inventory records on incoming and outgoing shipments. We receive shipments from a variety of sources. Food that is donated requires timely receipt to the donor, usually a food manufacturer or processor. Food that is purchased requires prompt receipting and payment. Food provided by government programs like those through the USDA requires extra attention when cataloging. Regardless of source, Ceres streamlines the process so we can create accurate and timely invoices or receipts for all incoming and outgoing goods.
- Proper rotation of inventory. We utilize FIFO (first in, first out) to ensure we maintain minimal food waste.
- Assessment of our services across our region. We can determine if there are counties or regions that need additional support based on poundage of food distributed per county compared to number of people experiencing food insecurity in those regions. We call this MPIN, or meals per person in need, and we assess each month and make changes in our services accordingly.

- Prioritization of certain types of food. Our food bank has a goal of at least one-third of total poundage to be distributed in the form of fresh produce to improve health benefits for those receiving our support. Monthly Ceres reports total up fresh fruits and vegetables distributed so we can track these numbers against our total distribution.
- Food safety adherence. We have traceability of all products that we have distributed, which is particularly helpful in the case of national food recalls. We can isolate or call back products because are able to keep track of our inventory meticulously.
- Financial accountability. All finance functions are tracked utilizing Ceres, including accounts payable and receivable.

Ceres 5.0 will no longer be hosted by Feeding America starting in January 2027. The typical replacement timeline for Ceres is 20-24 weeks, so this is a project we would like to undertake in early 2026. Ceres 5.0 will completely age out in mid-2027 and no longer have the necessary support services or security features needed, further necessitating our upgrade to Ceres 6.0 so we can maintain the current efficiencies in inventory control, accounting, and food distribution. Although there is other Enterprise Resource Planning software on the market, Ceres was designed specifically for food banks and requires few customizations or changes, making it the best solution for our organization.

Without this critical technology, our ability to accept, store, and distribute food would be greatly diminished, hindering our ability to fulfill our mission. Simply put, we would not be able to distribute nearly as much food as we do now, and we would certainly not be

able to keep track of where it was going. This ultimately means fewer people would have access to the food they need to create nourishing meals for themselves and their loved ones.

Section 3: Applicant Capacity for Project

God's Pantry Food Bank has shown considerable capacity to complete capital projects like the one funded in the first round of Nonprofit Capital Grants offered by LFUCG in 2022. Our organization received and managed an award of $479,833 through this process and the results were incredible. A previously underutilized building at 817 Winchester Road was transformed into a multi-use space that houses a neighbor choice food pantry along with the Volunteer Center for our organization. Every month, around 3,000 households shop for groceries at this location. In addition, volunteers assist us with needed projects like food sorting and food box packing in this space weekly. Since opening, roughly 8,331 volunteers have logged over 16,000 hours with us. Those volunteers represent local individuals, civic groups, churches, students, and businesses who connected with our organization for the benefit of our community.

We also maintain thorough records for our LFUCG Extended Social Resource (ESR) Grant, funding that provides a portion of the funding for the Fayette County Pantry Program, along with managing several other government grants including USDA and Kentucky Department of Agriculture awards.

This careful recordkeeping is led by our VP of Finance and Support Services, David Norman, who has over 20 years of experience in accounting/finance and manages a team consisting of a Senior Accountant, two Finance/Accounting Specialists, and IT and Inventory Control staff. We also have a dedicated Grants and Corporate Relations

Officer with 12 years of experience at the food bank who prepares applications, reports, and other necessary documents. Between these team members and the rest of our staff, we feel confident in our ability to manage and implement this project.

Section 4: Operational Feasibility

We have already received a price estimate along with a sample timeline from WYE Core, a business technology vendor. WYE has been selected to assist with our upgrade because they are the original developer of Ceres and a preferred vendor through Feeding America (FA), the national network of food banks. Their proposed timeline is 22 weeks in length and could start as soon as February 2026. Their suggested steps in brief are as follows:

- Kickoff/Project Initiation, Weeks 1-2. Review SOP documents and define roles and responsibilities of staff.
- Analysis, Weeks 3-7. Determine differences between old and new procedures, review reports, and evaluate capabilities of both databases.
- Test Upgrade, Weeks 8-12. Establish database utilizing legacy data.
- Testing/Training, Weeks 13-18. Testing and training for necessary staff.
- System Cutover, Week 19. Implement new system during off-business hours to ensure minimal disruptions to workflow.
- Ceres Go-Live and Support, Weeks 20-22. Use the database for normal functions, with WYE Core staff available for support during the nascent stages.

The primary staff working on the upgrade will be our tech team, Peter Canon, IT Manager, and Canaan Jarrard, our IT Specialist. Peter has been with God's Pantry

Food Bank for three years and has a strong background in Computer and Information Technology. Canann is a recent employee but comes to our organization with 7+ years in IT security and networking. The IT Team will coordinate with WYE throughout the entire process.

We will also have staff members representing different departments involved in the upgrade: Accounting, Agency Services, Inventory Control, and Warehousing. Staff members in each of these departments already use our current database but will also be involved in various stages of the upgrade for testing, training, and go-live based on their roles and responsibilities. Of special note are our Inventory Control team because of their tenure with the food bank and expertise on the current platform. Renee Wilson, Inventory Control Officer, has been at God's Pantry Food Bank since 2008. Peter Paterson, Food Procurement and Reporting Officer, has been with us since 1999. They will both be Super Users and heavily involved in the design, training, and implementation of Ceres 6.0.

Ideally, we would like to secure funding for this project before we sign our contract with WYE. In addition to this application, we have submitted a complementary request to The King's Daughters and Sons Foundation of Kentucky, a foundation we have received funding from frequently since 2015. If these two requests were granted, our project would be fully funded. If these requests are not granted, we will have to seek additional funders who have an interest in capital upgrades or utilize general operating funds to complete the project. Because of Ceres' essential nature, we will have to ensure these upgrades are completed before the end-of-life date for the system in mid-2027 regardless.

Section 5: Cost Analysis

The budget for this project is straightforward; the entire database upgrade including all steps listed in Section 4 of this document will be $51,500. This includes the cost of the software as well as a designated WYE Project Manager who will walk us through the entire upgrade and provide support during the process. There are other monthly or user-based fees, but we are not including those costs in this request because they are recurring expenditures that we plan for each year when using any version of Ceres, such as an annual maintenance fee or user license fees.

WYE works closely with Feeding America (FA) to ensure we can continue to host through the FA server. FA charges partner food banks a nominal hosting fee and provides Tier 1 user assistance for this product. This is a cost savings compared to self-hosting or utilizing other vendors for this service and includes database and server backups, enhanced security, and regular server updates. Because of these factors, there are not comparable alternatives for vendors or pricing. We will attach the cost estimate from WYE along with this proposal.

Thank you for your consideration of this request to better equip our organization with the upgraded, comprehensive database needed to continue our vital food access and food security work across Fayette County.

God's Pantry Food Bank Ceres 6 Estimate* June 13, 2025			
Ceres 6.0 Implementation	**Frequency**	**Estimate***	**Note**
Database Upgrade	One Time	$ 51,500	
Report Customizations	One Time	$ 1,250	Per Customized Report
Licenses			
Dynamics 365-BC License - Maintenance	Yearly	$ 9,565.74	Next Annual Payment Date: 11/06/25
Ceres License	Monthly	$ 600	20 Assigned Full User Licenses @ $30 0 Assigned Limited User Licenses @ $10 0 Device License @ $20
Hosting Ceres with Wye			
Ceres Hosting	Monthly	n/a	0 Assigned Full User Licenses @ $30 0 Assigned Limited User Licenses @ $10 0 Device License @ $20
Replicated Database	Monthly	n/a	Recommended for 3rd Party Data Connections Tier 1 = $200, Tier 2 = $300, Tier 3 = $500
Backup	Monthly	n/a	Optional Access to Daily Backup $60

Information from Wye Core June 2025

GOD'S PANTRY FOOD BANK

Organizational Budget

FY26 (July 1, 2025-June 30, 2026)

Revenue Over Expenses	($3,064,464)
Revenue	$12,200,000
Donations	$7,000,000
Government Support	$3,150,000
Agency Revenue	$1,750,000
Investment Income	$300,000
Expenses	$15,264,464
Wages & Other Labor	$4,923,185
Food Acquisition	$4,500,000
Employee Benefits	$1,314,487
Occupancy	$994,800
Transportation	$945,000
Interest	$700,000
Promotional	$560,000
Payroll Taxes	$378,372
Technology	$230,000
Professional Services	$215,000
Supplies	$190,000
Equipment Rental/Maintenance	$85,000
Miscellaneous/Other Insurance	$75,000
Dues/Fees	$53,620
Postage	$50,000
Travel	$50,000

Firm Submitting Proposal: God's Pantry Food Bank

Complete Address: 2201 Innovation Drive (Street) Lexington (City) 40511 (Zip)

Contact Name: Katie Landon Title: Grants & Corporate Relations Officer

Telephone Number: 859-288-5328 Fax Number: 859-288-5328

Email address: katie@godspantry.org

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
COMMUNITY PROJECT AGREEMENT

THIS COMMUNITY PROJECT AGREEMENT ("Agreement") is made and entered into on the _____ day of _____ 202___, 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 INDEPENDENCE PLACE (IPKY) AT CENTER FOR ASSESSIBLE LIVING, a Kentucky nonprofit corporation ("Organization"), with offices located at 870 CORPORATE DRIVE, SUITE 200, LEXINGTON, KENTUCKY 40503.

W I T N E S S E T H

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 870 CORPORATE DRIVE, SUITE 200, 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. 29-2025, 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. 29-2025, 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 Twenty-nine, Two Hundred and One Thousand Dollars ($29,201.00) ("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) TECHFORWARD; TECHNOLOGY MODERNIZATION TO ENHANCE IPKY SERVICES AND CAPACITY	1) $29,201.00	1) OPERATIONAL INVESTMENTS

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:
Sierrra M. Potter, Associate Director
Independence Place (IPKY) At Center For Accessible Living
870 Corporate Drive, Suite 200
Lexington, KY 40503

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.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

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, Mayor

ATTEST:

_____
Clerk of the Urban County Council

INDEPENDENCE PLACE (IPKY)
AT CENTER FOR ACCESSIBLE LIVING

BY: _____
Sierra M. Potter, Associate Director

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this the _____ day of _____, 202___, by _____, a Kentucky nonprofit organization.

My commission expires: _____

Commission number: _____

_____
Notary Public, State-at-Large, Kentucky

EXHIBIT A

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

Lexington-Fayette
Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #29-2025 Nonprofit Capital Grants Program – Operational Investments** 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

Proposal for RFP #29-2025

TechForward IPKY:

Operational-Technology Modernization to Enhance IPKY Services and Capacity

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ENCLOSURE:

EQUAL OPPORTUNITY AGREEMENT

(signed)

Independence Place (IPKY) at Center for Accessible Living, Inc

(859) 266-2807 www.ipky.org

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

- Section 503 of the Rehabilitation Act of 1973 states:

  The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

****

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

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

Signature ***Sierra M. Potter***

Independence Place (IPKY)
at Center for Accessible Living

Name of Business

Firm Submitting Proposal: **Independence Place (IPKY) at Center for Accessible Living**

Complete Address: **870 Corporate Drive, Suite 200, Lexington, KY 40503**

Street City Zip

Contact Name: **Sierra M. Potter** Title: **Associate Director**

Telephone Number: **(859) 266-2807** Fax Number: **(502) 589-3980**

Email address: **sierra@ipky.org**

Proposal for RFP #29-2025

TechForward IPKY:

Operational-Technology Modernization to Enhance IPKY Services and Capacity

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ENCLOSURE:

GENERAL PROVISIONS

(signed)

Independence Place (IPKY) at Center for Accessible Living, Inc

(859) 266-2807 www.ipky.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, safely 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 ***Sierra M. Potter*** Date ***October 6, 2025***

LEXINGTON

Lexington-Fayette Urban County Government
Request for Proposals

Nonprofit Capital Grant Program
Operational Investments
Scope of Work

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

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

- **NOTE: Agencies who received funding from the 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 Operational Investments, for the purchase of major equipment, such as a generator or vehicle.

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

Proposal Deadline – 2 P.M. 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

A. 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.

B. 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.

C. 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

D. 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.

E. 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 Teams 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.

F. Evaluation

This is a competitive grant process, with Proposals 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.

G. Selection

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

H. 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
- 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. Operational Investments must be for the purpose of serving Fayette County residents with these grant funds
2. Be in good standing with the Kentucky Secretary of State
3. Responders shall be registered and have a current, complete 2025 Gold Seal of Transparency or higher level agency portrait on 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 $13,000 in Operational Investments** (*Agencies may bundle Operational Investments projects to meet the $13,000 minimum)*. **Maximum award is $30,000.**

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

A. Information Technology & Telecommunication *(Servers, Computer Systems, Database Systems, etc.)*
B. Fleet and Mobile Service Units
C. Generators, Alternative Power Supply
D. Security Cameras, Safety Controls
E. Other Major Operational Equipment

Grant Award Allocation

Operational Investments

Funding Pool *	$180,600
Minimum Request **	$13,000
Maximum Request	$30,000

*****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 Operational Investments must be for the purpose of serving Fayette County residents with these grant funds
2. Be in good standing with the Kentucky Secretary of State
3. Responders shall be registered and have a current, complete 2023 Gold Seal of Transparency or higher level agency portrait on Candid.org
   If you haven't updated your 2022 Gold Seal, you will need to log into Candid and do so. Learn how to earn your 2023 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 laws

4.2 Demonstrated Need

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

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

4.3 Applicant Capacity for Project

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

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

4.4 Operational Feasibility

The application must include:

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

4.5 Cost Analysis – *and attachments*

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

LFUCG reserves the right to adjust funding amounts.

EXHIBIT B

Response to Request for Proposal

PROPOSAL SUBMITTAL COVER SHEET

Agency Information

Agency Name: Independence Place (IPKY) at Center for Accessible Living

Mailing Address: 870 Corporate Drive, Suite 200, Lexington, KY 40503

Street Address: 870 Corporate Drive, Suite 200, Lexington, KY 40503

Phone: (859) 266 - 2807

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)*:

Sierra M. Potter - Associate Director, (859) 533-7563, sierra@ipky.org

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

Ryan Guyder - Project Coordinator, (859) 421-5719, ryan@ipky.org

Project Information

Funding Requested by Project, if bundling multiple Projects:

Project: TechForward: Operational-Technology Modernization to Enhance IPKY Services and Capacity — Request $ $ 29,200.42
Operational Investment project

Project: _____ — Request $ _____
Operational Investment project

Project: _____ — Request $ _____
Operational Investment project

Project: _____ — Request $ _____
Operational Investment project

Total Funding Amount Requested: $ $ 29,200.42

- **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 $180,600. Minimum Total Request per agency is $13,000; Maximum Total Request per Agency is $30,000**
- **If applying for/bundling multiple projects, submit a 5 section narrative for each project.**

Proposal for RFP #29-2025

TechForward IPKY:

Operational-Technology Modernization to Enhance IPKY Services and Capacity

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ENCLOSURE:

THE PROJECT NARRATIVE

(TechForward IPKY)

Independence Place (IPKY) at Center for Accessible Living, Inc

(859) 266-2807 www.ipky.org

RFP #29-2025:

FY2026 - 2027 Nonprofit Capital Grants Program (Operational Investment)

Proposed Project Name

TechForward IPKY:

Operational-Technology Modernization to Enhance IPKY Services and Capacity

(to better serve Fayette County residents with disabilities)

EST. 1995
INDEPENDENCE PLACE

CENTER for ACCESSIBLE LIVING

Organization: Independence Place (a division of Center for Accessible Living, Inc.)

Address: 870 Corporate Drive, Suite 200, Lexington, Kentucky 40503

Associate Director: Sierra Potter

Project Coordinator: Ryan Guyder

Office Phone: 859-266-2807

Mobile Phone: 859-533-7563 / 859-421-5719

Email: sierra@ipky.org / ryan@ipky.org

TechForward IPKY:

Operational-Technology Modernization to Enhance IPKY Services and Capacity

(to better serve Fayette County residents with disabilities)

Project Narrative

I. Organization Overview: Mission, Core Services, and Operational Accountability

1.1 IPKY Mission and Organizational Overview

Independence Place ("IPKY"), established in 1995, has served as a leading Center for Independent Living for Central Kentucky for more than 3 (three) decades, advancing autonomy, inclusion, and opportunity for individuals with significant disabilities across multiple counties. While its reach extends throughout the region, the majority of IPKY's consumers reside in Lexington, Fayette County, where our organization has built its deepest roots and most sustained impact.

From its earliest days, IPKY has operated as a community-driven organization, ensuring that programs are designed and guided by individuals with disabilities themselves. Over time, IPKY has become both a trusted local resource and a driving force for systemic change, strengthening access to housing, employment and full civic participation. By balancing a regional mandate with a concentrated focus in Lexington, Fayette County, IPKY is uniquely positioned to achieve measurable outcomes, ensuring that services not only reach individuals broadly but create the greatest depth of impact where the majority of consumers reside. This enduring presence and proven track record position IPKY as an indispensable partner in advancing equity and opportunity for the disability community in Lexington and beyond.

Following a strategic merger with CAL at the end of 2024, IPKY now operates as a division of CAL—integrating CAL's statewide systems and IPKY's locally rooted service in Lexington, Fayette County. CAL, founded in 1981 as Kentucky's first Center for Independent Living, brings decades of demonstrated leadership in advocacy, systems change, and direct service across urban and rural communities. This consolidation expanded IPKY's capacity to coordinate cross-sector partners, streamline referrals, and scale evidence-based interventions for low-income, underserved, and marginalized residents of Lexington, Fayette County, including individuals with disabilities.

Securing targeted funding for operational technology modernization, will enable IPKY to update case management, enhance client-facing communications, and strengthen data systems so that service delivery improvements in housing access, employment supports, benefits navigation, and community participation for residents of Lexington, Fayette County can be measured and sustained. IPKY's integration into CAL delivers an established governance platform, enhanced fiscal controls, and a clear, auditable pathway that links grant support to measurable, person-centered outcomes.

As federally designated Centers for Independent Living ("CIL"), IPKY and CAL operate in full alignment with the Rehabilitation Act and Title VII, Subpart C. Governance and staffing structures ensure that a 50% majority of board members and staff are individuals with disabilities, maintaining authentic, consumer-led decision-making. Combined with a commitment to cross-disability representation, cultural competency, and equitable access, this structure ensures programs remain tightly aligned with the needs of Lexington, Fayette County residents.

This integrated model positions IPKY at CAL as a mission-driven, accountable, and impact-oriented partner, capable of converting operational investments into measurable gains in housing, employment, benefits navigation, and civic participation for residents of Lexington, Fayette County.

1.2 Community Need and IPKY's Strategic Priorities

Lexington city had a modest population increase of 0.87%, reaching 347,000 residents in 2024 [1] over the past year. While the growth has remained steady, this surface-level consistency obscures deeper, persistent disparities affecting low-income, underserved and marginalized residents, including those individuals with significant disabilities. Approximately 9.5% of residents under age 65 have a disability [2] and 16.1% [3] live below the federal poverty line. In comparison, Kentucky has a disability rate of 10.2% under age 65 [4], and 16.7% live below the federal poverty line [5]. The overlapping barriers make it difficult for many to access housing, secure job, and participate fully in community life. Despite ongoing development, disability-inclusive services are often fragmented or underfunded. Without targeted interventions, these inequities perpetuate cycles of socio-economic vulnerability, underlining critical need for IPKY programs.

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(1) U.S. Census Bureau. (2024). QuickFacts: Lexington-Fayette Urban County, Kentucky. Retrieved from https://www.census.gov/quickfacts/fact/table/lexingtonfayetteurbancountykentucky

(2) U.S. Census Bureau. (2024). Lexington-Fayette, KY - Profile data. Retrieved from https://censusreporter.org/profiles/16000US2146027-lexington-fayette-ky/

(3) Census Reporter. (2024). Lexington-Fayette, KY: Census profile (ACS 1-year estimates 2023). https://censusreporter.org/profiles/16000US2146027-lexington-fayette-ky/

(4) U.S. Census Bureau. (2024). QuickFacts: Kentucky. Retrieved from https://www.census.gov/quickfacts/fact/table/KY/RHI125224

(5) U.S. Census Bureau. (2024). Kentucky - Profile data. Retrieved from https://censusreporter.org/profiles/04000US21-kentucky/

IPKY's strategic priorities are uniquely positioned to address documented gaps in those needs within Lexington, Fayette County. We prioritize addressing these gaps through housing stability, employment support, benefits navigation, and modernization of core operational systems. For example, most recently, IPKY's Intensive Housing Case Management Initiative funded by the Lexington-Fayette Urban County Government (LFUCG), Office of Homelessness Prevention and Intervention, has proved measurable and meaningful impact in addressing housing instability among residents with significant disabilities. During the first year of this initiative, IPKY served and supported 56 individuals (85% of the targeted enrollment) over an average six-month period of engagement. These highlight a critical gap in disability-specific program and services for residents living with disabilities: even in a stable population, the needs of marginalized residents are intensifying, not diminishing.

The above outcome metrics reflect not only the complexity of needs within the population served, but also IPKY's sustained capacity to deliver high-impact, person-centered services for low-income, underserved, and marginalized residents of Lexington, Fayette County. Continued support for IPKY's work is essential to meeting the evolving needs of Lexington, Fayette County, where disability intersects with poverty, housing insecurity, and limited access to essential services.

However, IPKY's ability to scale services, efficiently intake consumers, and securely manage sensitive information is slowed by our outdated IT infrastructure and operational systems. Modernizing these operational and IT systems is therefore not ancillary, but foundational: without these upgrades, even high-performing programs

cannot fully meet the complex, evolving needs of Lexington, Fayette County residents, primarily those with low-income and significant disabilities. Investment in updated technology will enable IPKY to enhance data-driven decision making, accelerate referral processes, improve reporting to funders, and sustain high-quality, consumer-centered services—directly linking capital support to measurable community impact.

1.3 IPKY Core Services: Direct and Indirect Impact

As a designated Center for Independent Living ("CIL"), Independence Place at Center for Accessible Living, Inc., provides a comprehensive, non-residential service model that is both consumer-driven and community-embedded. Operating under CAL's oversight, IPKY leverages decades of expertise and resources while remaining grounded in the unique needs of Lexington, Fayette County residents. At the core of the CIL model are the 5 (five) federally mandated service areas, which IPKY has adapted to address the specific barriers faced by residents with significant disabilities in Lexington. These following mentioned core services are:

a. **Information and Referral:** Connecting with essential community resources. IPKY serves as a trusted access point, who links residents with disability benefits, housing support, vocational resources, and legal protections. In Lexington, where service navigation often determines whether families remain housed or fall into crisis, this function is indispensable.

b. **Systems and Individual Advocacy:** Ensuring access to services, legal rights, and community participation. From securing accommodations for consumers to influencing policies, IPKY ensures that the voices of Lexington residents with disabilities shape both personal outcomes and systemic change.

c. **Peer Support and Mentoring:** Staff and volunteers with lived disability experience provide mentorship and guidance, reducing isolation and reinforcing pathways to independence for Lexington consumers, particularly those transitioning from institutional or unstable housing settings.

d. **Independent Living Skills Training:** Building capacity for daily living, self-determination, and workplace skills. For example, training in budgeting, digital literacy, and health navigation equips consumers with tools to thrive in the community, especially within Lexington's tight housing market and competitive labor environment.

e. **Adult and Youth Transition Services:** Supporting successful transitions from school to independent adult life. Whether supporting youth with disabilities moving into adulthood, preventing unnecessary institutionalization, or assisting individuals in exiting nursing facilities and homelessness, IPKY's transition services reduce public costs while advancing consumer autonomy.

These services produce measurable outcomes in housing stability, employment, and self-determination, while indirectly enhancing Lexington's social and economic resilience. Yet, the full realization of these outcomes is sometimes slowed down by our outdated IT infrastructure. Our proposed project, TechForward: Operational-Technology Modernization Initiative, will be helpful to strengthen operational capacity, improve referrals, secure consumer data, and accelerate outcome tracking for residents within Lexington, Fayette County.

1.4 IPKY Operational Framework and Accountability

IPKY operational model focuses on measurable outcomes and accountability, meaning that every program and service has clear, quantifiable goals, and the organization ensures responsible, transparent use of resources. We balance local responsiveness with statewide accountability. Following our merger with CAL at the end of the last fiscal year, IPKY continues to deliver programs and services from its Lexington, Fayette County base, under CAL's established oversight and governance. This transition has reinforced IPKY compliance (under CAL umbrella) with all local, state, and federal regulations, secured good standing with the Kentucky Secretary of State, and reaffirmed its public credibility through the 2025 Gold Seal of Transparency from Candid.org.

A defining characteristic of the IPKY operational model is its emphasis on measurable outcomes and accountability. Every program is anchored in clear, quantifiable goals, confirming that resources are managed responsibly, transparently, and with demonstrable benefit to the community. This angle reflects not only the federal mandates of the CIL model (which requires consumer-led and/or peer-led decision-making) but also IPKY's longstanding organizational philosophy that authentic accountability begins with consumers themselves.

Within this operational framework, IPKY objectives are structured around CIL model (which requires consumer-led and/or peer-led decision-making) and the most authentic accountability begins with consumers themselves. Additionally, IPKY programs are also structured by these following three interconnected priorities:

a. **Direct Service Delivery:** To provide immediate, consumer-facing supports such as housing navigation, case management, benefits counseling, and advocacy for vulnerable populations.

b. **Capacity-Building and Facilitation (Indirect Services):** To extend our impact beyond individual consumers by coordinating cross-agency referrals, training service providers in disability-informed practices, advocating for systems change, and sustaining resource networks across Lexington, Fayette County.

c. **Equity and Inclusion**: To embed cultural competence and disability-informed practice to ensure barrier-free access for marginalized residents.

As for IPKY accountability mechanisms, they extend from governance to our daily operations. Oversight is exercised by CAL's consumer-majority Board of Directors, ensuring that decision-making reflects the lived experience of individuals with disabilities. At the program level, our accountability is entrenched through standardized intake assessments, ongoing progress monitoring through case management systems (i.e., CIL Suites), and evaluation of consumer satisfaction. Externally, IPKY meets laborious reporting and evaluation requirements for funders and public agencies, including LFUCG, thereby documenting outcomes.

Again, sustaining this framework depends critically on modern operational infrastructure. Outdated information technology systems increasingly limit IPKY's ability to automatically protect our consumer data, manage referrals efficiently, and report outcomes with precision, which are often required by funders, auditor, and stakeholders.

To ensure continued excellence, IPKY would need the support from LFUCG from our proposed initiative, TechForward: Operational-Technology Modernization. By firming the technological backbone of our operations, IPKY will safeguard consumer data, increase efficiency, and amplify its capacity to deliver person-centered, disability-informed services. The result is a stronger, more accountable organization—one equipped not only to meet current needs, but to ensure that individuals with significant disabilities can achieve greater independence and full participation in community life, here in Lexington, Fayette County.

II. Project Need and Organizational Impact

2.1 Project Scope and IPKY Strategic Relocation

IPKY, a nonprofit organization based on Lexington, Fayette County, recently relocated in August 2025 to a new leased office suite at 870 Corporate Drive #200, Lexington, Kentucky. This move was intentionally designed to strengthen our organizational operations by providing staff and consumers with enhanced privacy, improved accessibility, and a secure environment for our service delivery.

As a consumer-driven CIL, IPKY is federally mandated to maintain a governing structure in which more than 50% of staff and Board members are individuals with disabilities, and to serve across all disability types. Therefore, our new leased office location was carefully selected to comply with federal requirements, while ensuring accessibility (proximity Lextran bus and Wheels paratransit connection), thereby eliminating transportation barriers and supporting equitable reach to underserved populations in Lexington Fayette County, primarily those with significant disabilities.

While the relocation has improved physical accessibility and compliance with all local codes, the existing technological infrastructure remains outdated and inadequate to support IPKY's mission at the scale required to meet the growing needs of Lexington, Fayette County residents with disabilities. Upgrading these systems is essential to ensure the organization can deliver high-quality, measurable, and sustainable services to the community it serves.

2.2 Demonstrated Need for the Project

The TechForward: Operational-Technology Modernization Initiative, is essential for IPKY to fulfill its mission of advancing autonomy, inclusion, and opportunity for individuals with significant disabilities in Lexington, Fayette County. This project will directly enable us to enhance core services, such as housing navigation, independent living case management, benefits counseling, and peer support, by modernizing outdated digital infrastructure that currently constrains operational efficiency, data security, and equitable access to our services.

a. Data Documenting Project Need

As previously stated, data from the U.S. Census Bureau's 2023 American Community Survey indicate that nearly 16.1% of Lexington residents live below the federal poverty threshold [3] and approximately 9.5% of residents under age 65 live with a disability [2], representing over 50,000 individuals. National research further underlines the disparity,

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(2) U.S. Census Bureau. (2024). Lexington-Fayette, KY - Profile data. https://censusreporter.org/profiles/16000US2146027-lexington-fayette-ky/

(3) Census Reporter. (2024). Lexington-Fayette, KY: Census profile (ACS 1-year estimates 2023). https://censusreporter.org/profiles/16000US2146027-lexington-fayette-ky/

showing a 20.4% poverty rate among persons with disabilities [6], highlighting the pronounced intersectional barriers of disability and economic hardship. The convergence of these factors contributes to systemic inequities, particularly for low-income individuals with disabilities, who are disproportionately affected by social isolation, underemployment, and limited access to community resources. Again, these figures emphasize the presence of critical need for targeted interventions and programs, such as those provided by IPKY.

In contemporary society, technology permeates every aspect of daily life, and its importance is especially pronounced for individuals with disabilities, who often rely on adaptive devices, and digital platforms to navigate daily tasks, and participate fully in community life. At IPKY, technology support constitutes a core element of our services, empowering our targeted consumers to achieve greater autonomy, engage meaningfully in social and professional contexts, and access essential resources. Many of our consumers experience limited or inconsistent access to reliable internet and computers, and demand for technology-enabled services continues to grow further illustrating a pressing need for enhanced operational technology.

This technological gap is far from a peripheral concern; it constitutes a significant barrier to accessing essential services, benefits, employment, and stable housing. Upgrading our operational technology is therefore not merely an organizational improvement, but our strategic imperative to ensure equitable access, strengthen service delivery, and enhance the quality of life for individuals with disabilities in Lexington, Fayette County.

(6) Policygenius. (2024). How much do Americans with disabilities make in every state? https://www.policygenius.com/disability-insurance/how-much-do-americans-with-disabilities-make-in-every-state

b. Project Type and Scope Aligned with IPKY Mission

Our project initiative, TechForward: Operational-Technology Modernization, structured around four (4) key categories, each designed to strategically enhance IPKY's operational capacity and service delivery. By delineating these categories, we aim to clearly demonstrate how each component selected to support IPKY's mission as well as align with the project implementation plan and timeline for completion.

Category A - Laptops

Providing IPKY staff with reliable laptops, equipped with extended support warranties. Our personnel can securely and efficiently perform all consumer-facing and administrative tasks. Additionally, to address immediate operational needs, such as case management, benefits counseling, housing navigation, and to directly impact staff productivity and service quality.

Category B - Infrastructure and Hardware

This category covers monitors, docking stations, keyboards, webcams, speakers, surge protectors, Ethernet switches, Wi-Fi 7 access points, and Fortinet firewall protections with five-year service support. This infrastructure upgrade is designed to be the backbone of all IPKY service delivery, such as will minimize system downtime, streamline operations, and significantly enhance our efficiency. By upgrading our underlying infrastructure, IPKY will establish a stable, secure, and high-performance environment that safeguards sensitive consumer data while supporting staff operations. This enhancement will also provide consumers and visitors with reliable access to online platforms from our office.

Category C - Multifunction Copier/Printer

This upgrade will be a multifunction copier-printer to provide us with reliable, secure document management, which is essential for maintaining confidential consumer records, meeting legal and regulatory requirements. This system will be designed for ease of operation and accessibility, ensuring that both staff and consumers with disabilities can use it independently. This category directly enables IPKY to uphold the highest standards of documentation and reporting.

Category D: Professional / Labor Services

This category captures associated fees with labor or IT professionals assisting with the upgrade, setup, and installation of hardware, software, and network systems. Their expertise ensures that all components are correctly configured, secured, compliant with applicable standards, and accessible by staff, consumers, and visitors.

These upgrades will collectively enhance IPKY's capacity to deliver high-impact, person-centered services. For example, upgraded technology and IT infrastructure will enable staff to efficiently manage higher client volumes, accelerate referrals, track measurable outcomes in real time, and maintain secure, accessible records. At the same time, existing, outdated computers can be repurposed as loaner devices for consumers who lack access, particularly those living in the outer regions of Fayette County, thereby extending IPKY's reach and promoting equitable service provision. Together, these improvements directly strengthen IPKY's ability to fulfill its mission and objectives by ensuring reliable, scalable service delivery to the majority of underserved populations across Lexington and Fayette County.

2.3 IPKY Office Compliance and Operational Environment

IPKY's newly leased office at 870 Corporate Drive #200, Lexington, KY, is fully compliant with local accessibility, health, and safety standards, and strategically located near Lextran bus route and Wheels paratransit connections to reduce transportation barriers. While physical compliance and accessibility have been addressed through the relocation, our technological infrastructure remains inadequate.

Since IPKY office is a leased property, our focus is on operational investments rather than facility upgrades, which intended to technology and systems upgrade directly enhance our service delivery. By integrating updated technology and IT systems, the office will facilitate seamless communication, data management, and virtual engagement, enhancing overall operational resilience and positioning IPKY to meet evolving service demands while maintaining continuity for the populations it serves.

2.4 Project Expectation and Operational Impact

The TechForward: Operational-Technology Modernization project targets critical operational and technological gaps that currently limit IPKY's ability to meet the growing needs of residents with disabilities in Lexington, Fayette County. By modernizing staff equipment, network infrastructure, and data management systems, the project will strengthen service delivery, enhance organizational efficiency, and enable real-time outcome tracking. These improvements will also expand equitable access to essential resources. Based on documented community needs and organizational data, the following summaries the anticipated operational and service-level impacts of our proposed project.

a. Enhance Case Management and Data Security

The project is expected to upgrade laptops, network infrastructure, and Fortinet firewall protections to safeguard sensitive consumer data, ensure HIPAA compliance, and support secure case management. These enhancements will also enable real-time outcome tracking and significantly strengthen IPKY's capacity to deliver high-quality, equitable, and person-centered services to residents with disabilities across Lexington, Fayette County.

b. Expand Consumer Access

The project is expected to establish accessible computer stations with adaptive equipment at IPKY office, ensuring that consumers without home-based technology can access housing, employment, and benefits. This upgrade will reduce digital inequities for our consumers who currently lack reliable internet or personal devices, promoting equitable participation in all programs.

c. Improve Organizational Efficiency and Capacity

The project is expected to equip staff with ergonomic monitors, docking stations, and updated laptops to streamline workflows, reduce bottlenecks, and enhance real-time communication with community partners. These improvements are also expected to reduce documentation and processing time by approximately 25%, enabling additional room for potential consumers to be served annually without increasing staffing costs. Enhanced operational efficiency will also allow staff to dedicate more time to individualized consumer support and proactive outreach, strengthening IPKY's overall program impact.

d. Safeguard Sustainable Functionality

The project is expected to provide professional IT services and extended warranties to ensure that all systems are correctly installed, maintained, and scalable. This will support long-term operational resilience and ensure that upgraded technology continues to reliably enable IPKY to deliver high-quality, equitable, and person-centered services to residents with disabilities across Lexington, Fayette County. By prioritizing sustainability maintenance, IPKY safeguards its investment and ensures uninterrupted access to critical services.

In summary, the project embodies the alignment of mission, compliance, and measurable outcomes that funders seek to support. It will strengthen IPKY ability to deliver consumer-driven services that not only respond to immediate challenges but also anticipate future demands in an increasingly digital society. With these upgrades in place, IPKY will be positioned as a stronger, more resilient, and more effective partner in advancing equity and independence for some of most underserved residents.

Thus, the TechForward: Operational-Technology Modernization Initiative is not simply an internal upgrade, but community investment that ensures residents with disabilities in Lexington and Fayette County can access the tools, services, and opportunities they need to thrive. By bridging critical digital gaps, strengthening secure service delivery, and building sustainable infrastructure, this project will directly expand equity, independence, and long-term resilience for some of the county's most underserved populations. With this investment, IPKY will not only meet its mission at a higher level, but also amplify its role as a trusted, future-ready partner in advancing inclusion and opportunity across the region.

III. IPKY Capacity and Experience for the Project

3.1 IPKY Experience

As a Center for Independent Living based in Lexington, Fayette County, IPKY offers a unique core service that distinguishes us from our local and statewide partner-community resources. Our programs are deeply rooted in the principles of Independent Living philosophy, guiding our approach towards individuals with disabilities. At the heart of this philosophy, it is the belief in the autonomy and self-determination of individuals with disabilities, such as acknowledging their capacity to make decisions, to form relationships, and to access societal benefits on par with able-bodied individuals. This consumer-driven approach ensures that IPKY services are designed not only for, but with, the community, reinforcing both relevance and sustainability.

IPKY has a well-documented record of successfully managing both federally and locally funded initiatives. At the local level, this record is evidenced through the Intensive Housing-Focused Case Management program, funded by the Lexington-Fayette Urban County Government (LFUCG) during fiscal year 2024–2025. At the close of its first half-year reporting period, IPKY reported outcomes of serving 56 individual participants, meeting more than half target and achieving meaningful housing results despite systemic challenges, particularly related to employment access. The project was implemented on schedule, with full compliance in reporting and fiscal management, demonstrating our reliability and accountability in stewarding LFUCG funds.

In addition, the integration of IPKY within CAL consolidates a strong and verifiable record of success in managing and executing grants across diverse funding streams. Together, our combined portfolio encompasses locally, federally, and privately funded initiatives, each demonstrating consistent excellence in grant management, regulatory compliance, outcome measurement, and audit readiness—qualifications that ensure accountability and inspire funder confidence.

Notable examples include Project HEAL (2019) and Employment & Inclusion First (2018), both funded by the Reeve Foundation, to advance healthy equity and employment; Project PACK (2020) funded by Neilsen Foundation, to support local SCI community; Project SHARE (2019–2020) and the ACCESS (2020–2021), both funded through a Wellness Edge sub-award from the University of Kentucky, Human Development Institute, to support wellness during pandemic. Each initiative was delivered with rigorous performance tracking, timely reporting, and full compliance with funder requirements. All were successfully completed, without audit findings, positioning IPKY as a low-risk grantee with a demonstrated ability to deliver outcomes under complex funding conditions.

The merger with CAL has, therefore, markedly enhanced our collective capacity to serve low-income, underserved, and marginalized populations within Lexington, Fayette County, with particular emphasis on individuals living with disabilities. Under CAL's strategic oversight, IPKY benefits from a well-established statewide infrastructure, decades of institutional expertise, and a consumer-led approach to service delivery.

This combined capacity provides a solid foundation for implementing the proposed TechForward: Operational-Technology Modernization Initiative efficiently and effectively. By pairing IPKY's local, community-based model with CAL's organizational infrastructure, we can ensure this investment delivers measurable outcomes, maintains fiscal accountability, and maximizes benefits for low income, underserved, and marginalized residents across Lexington-Fayette County, especially those have significant type of disabilities.

3.2 IPKY Fiscal Capacity

IPKY maintains a comprehensive fiscal management infrastructure designed to ensure compliance, accountability, and transparency in all financial matters. Our organization utilizes established accounting systems with internal controls that include separation of duties, multi-level review of financial transactions, and quarterly reconciliation procedures. Fiscal oversight of our proposed project will be supported by Michael Markiewicz (Chief Financial Officer/Accountant), whose extensive experience in nonprofit accounting and grant management. He will ensure that expenditures are tracked accurately, invoices are processed promptly, and reimbursement requests comply fully with LFUCG grant requirements.

The merger with CAL has further strengthened IPKY's fiscal and operational capacity. IPKY staff have access to of CAL's financial infrastructure and back-office resources, enabling our key staff members to focus on grant administration, outcome tracking, and program delivery. This incorporation enhances both efficiency and oversight, while maintaining the flexibility and responsiveness needed to serve Lexington-Fayette

County residents. Notably, the fiscal team is experienced in tracking and documenting relevant expenditures, invoices and reimbursement, as well as maintaining financial records for reporting and audit purposes. They are also knowledgeable for submitting timely financial reports to the funding agency, demonstrating compliance with all applicable regulations and proper stewardship of public resources.

Our proposed project budget has been reviewed with careful attention to cost comparative, efficiency, and accountability (detailed explanations provided in next Section V). Each line item is justified in the cost and budget narrative, demonstrating both the reasonableness of expenses and their direct alignment with the objectives of the proposed project. This deliberate approach, supported by experienced CAL's fiscal back-office team, IPKY possesses the necessary fiscal capacity, qualifications, and internal controls to responsibly manage this proposed project. With these safeguards in place, we are confident that grant resources will be utilized effectively, appropriately, and in full compliance with LFUCG capital-operational investment requirements.

3.3 Staff Experience and Qualifications

Independence Place at Center for Accessible Living, demonstrates the credentials and capacity necessary to execute this project by integrating the perspectives and voices of individuals with disabilities at every level of program development and implementation. This intentional approach not only strengthens program relevance and responsiveness but also equips the organization to meet the complex and diverse needs of our community members, particularly in Lexington, Fayette County, while delivering consistent, reliable, and measurable outcomes.

All IPKY and CAL staff members, including the Board of Directors, serve as central hubs for information and referrals (I/R), connecting consumers and new referrals in Lexington, Fayette County and Kentucky statewide, to essential community resources, services, and support tailored to individual circumstances. Staff are trained and experienced in navigating complex local systems, coordinating access to benefits and programs, and providing guidance that empowers individuals to make informed decisions on their path toward greater independence.

Collaboration is a cornerstone of our work. IPKY has continuously partnered with local and statewide social service providers, disability advocacy organizations, and community agencies, to expand access to resources, streamline referrals, and ensure coordinated service delivery. These efforts strengthen our organizational capacity to serve low-income, marginalized residents with significant disabilities in Lexington, Fayette County and prove that our team has the necessary experience, qualifications, and partnerships necessary to successfully execute the proposed project while fully complying with requirements of the 2026–2027 LFUCG Nonprofit Capital Grants Program – Operational Investments.

The project implementation will be led by Ryan Guyder, who brings more than 15 years of experience managing federally and locally funded initiatives with a consistent record of compliance, fiscal stewardship, and timely execution. As Project Coordinator, Ryan will oversee all phases of the TechForward: Operational-Technology Modernization Initiative , including obtaining and evaluating competitive vendor quotes, managing procurement according to organizational and grant requirements, collaborating with

accounting team to track purchases and invoicing, and ensuring proper documentation for reimbursement requests. He will ensure adherence to project timelines, budgetary controls, and IT operational standards. With the oversight of leadership team and Board members, he will monitor each phase of the project to completion, confirming adherence to timelines, funding controls, and IT operational standards.

Strategic oversight will be provided by Sierra Potter (Associate Director) and Amanda Mobley (Executive Director), who will primarily lead the engagement of our Board of Directors for funding authorizations. This oversight responsibility is in accordance with our organization by-laws, which require approval for expenditures exceeding $500. Given the nature of this proposed project, the Board members will also hold an active role in pre-purchase approvals, spending and reimbursement oversight, ensuring fiduciary integrity and alignment with organizational priorities.

The financial integrity of the project will be closely overseen by Michael Markiewicz (Chief Financial Officer/Accountant), whose extensive experience in nonprofit accounting provides demanding oversight of all project expenditures. He and his team will ensure accurate tracking of costs, maintain proper documentation for audits and reporting, and guarantee that invoicing and reimbursement processes are completed efficiently and in full compliance with grant requirements.

Beyond fiscal and operational oversight, IPKY's team, combined by additional support from CAL's team, sustains the delivery of both direct and indirect services that empower individuals with significant disabilities in Lexington, Fayette County. Staff expertise in advocacy, peer support, independent living skills, and information and referral ensures

that the IT infrastructure sourced from LFUCG grant funding will directly support IPKY service continuity and expansion. Modernizing IPKY technology and IT operational infrastructure, the project is prioritized to improve staff capacity coordinating services efficiently, tracking outcomes more accurately, and confirming equitable access for underserved populations, mainly in Lexington, Fayette County. This alignment guarantees that the project not only meets capital-operational objectives but also advances IPKY's mission to promote independence, inclusion, and stability for the communities we serve.

Additionally, the staff and Board members extend their leadership beyond the organization through active participation through appointment on community boards and commissions, such as the Access Lexington Commission, Commonwealth Council on Developmental Disabilities, Kentucky Palliative Care Interdisciplinary Council, and various other civic engagements. By actively shaping local initiatives and fostering cross-sector partnerships, our civic involvement directly amplifies the impact of our programs, ensuring that the voices of individuals with disabilities are central to community planning and decision-making, particularly in Lexington, Fayette County.

Together, our leadership and staff team members combine technical oversight, financial stewardship, and governance to guarantee that the project is executed efficiently, responsibly, and in full compliance with 2026-2027 LFUCG capital grant (operational investment) requirements. Our staff integrated expertise and qualifications not only amplifies IPKY mission impact but also further demonstrate our readiness and capacity to deliver on the objectives of the proposed project.

IV. Project Implementation: Plan, Resources, and Feasibility

4.1 Project Implementation: Plan and Timeline

The proposed TechForward: Operational-Technology Modernization Initiative will be implemented through a phased, structured plan to ensure timely completion and measurable outcomes.

a. **Pre-Award Stage** (September 2025 - October 2025)

- **Phase 1 – Needs assessment and grant requirement review**

  During this initial phase, IPKY conducted a thorough assessment of organizational operations, technology infrastructure, and service delivery needs to identify gaps and priorities. We will identify areas where upgrades are most critical to support high-quality, person-centered services. Concurrently, the team will review all LFUCG grant requirements and compliance standards to ensure eligibility.

- **Phase 2 – Budget preparation and vendor research**

  IPKY will develop a detailed, cost-justified budget that directly aligns each expenditure with the objectives of the TechForward: Operational-Technology Modernization Initiative. The team will solicit competitive quotes from qualified vendors to ensure cost efficiency, quality, and compliance with LFUCG procurement standards. The leadership and fiscal team will carefully review the proposed budget alongside the cash flow capacity, ensuring that IPKY/CAL can front necessary project costs while submitting reimbursement requests in a timely manner.

- **Phase 3 – Proposal narrative development and documentation**

  In this phase, IPKY will finalize the grant proposal narrative to clearly convey the project's objectives, documented needs, and expected impact on underserved residents with disabilities in Lexington, Fayette County. All supporting documentation will be reviewed, signed, and/or notarized for completeness.

- **Phase 4 – Final submission** (Deadline: October 7, 2025, at 2:00 p.m.)

  IPKY will complete all required steps to submit the grant application to LFUCG for our proposed project, ensuring our proposal and all supporting documentation are accurate, complete, and compliant with grant's guidelines.

b. Award Notification Stage (November 2025)

- **Phase 5 – Official notification of award**

  Upon official notification of the grant award, The Associate Director and Project Coordinator will formally review all grant conditions, funding amounts, and reporting requirements to ensure full understanding and compliance. The Project Coordinator will arrange meetings with leadership and fiscal teams to develop a detailed implementation calendar, finalize budget allocations, and establish a communication plan to ensure transparency and accountability throughout the project. During this phase, IPKY will also finalize contracts with selected vendors and secure any internal approvals required for project execution. This preparation will help facilitate a timely project launch and smooth coordination across staff members and selected vendors.

c. **Post-Award Stage** (January 2025 – September 2026)

- **Phase 6 – Planning and procurement** (January 2025 – March 2025)

  During this phase, IPKY will transition from planning to implementation, ensuring that all frameworks are firmly in place before procurement and installation activities begin. IPKY will finalize contracts with selected vendors and securing the Board's or internal approvals required for project execution. The Project Coordinator, working closely with fiscal team and IT consultants, will oversee activities to guarantee compliance with grant requirements, and procurement policies.

- **Phase 7 – Installation and deployment** (April 2025 – December 2025)

  This stage represents the core implementation period, where the Project Coordinator will coordinate closely with vendors and internal teams to minimize service disruption and maintain consistent progress. The selected vendor will install all hardware and software infrastructure, networks, and deploy upgraded equipment for staff. It will also be necessary to make sure that all components are fully operational, compliant with HIPAA and other privacy standards, and integrated into IPKY's service delivery workflows.

- **Phase 8 – Staff training and testing** (January 2026 – April 2026)

  Staff will participate in training and onboarding on the new platforms, ensuring seamless integration, optimized workflows, and immediate utilization of upgraded technology. Continuous testing and monitoring will be conducted to ensure that all technology upgrades function reliably and sustainably, supporting long-term organizational performance and uninterrupted services.

- **Phase 9 – Monitoring and evaluation** (May 2026 – September 2026)

  This final phase ensures that all project activities are assessed for effectiveness and impact. IPKY will systematically monitor system performance, gather feedback from staff and consumers, and finalize comprehensive process documentation. Data-driven adjustments will be implemented to improve IPKY operational efficiency, ensure sustainability, and optimize the functionality of upgraded technology.

d. Completion Stage (April 30, 2027)

- **Phase 10 – Final report**

  A comprehensive final report will be prepared; detailing outcomes, performance metrics, lessons learned, and the measurable impact of the project. This report will also serve as both a record of achievement and a tool to inform future technology and service improvement initiatives, highlighting successes and areas for continued development.

- **Phase 11 – Project completion**

  The TechForward initiative is projected to reach full completion before April 30, 2027. By this milestone, all hardware, software, and network upgrades will be fully installed, tested, and operational. Staff training, workflow integration, and final process documentation will be completed, ensuring that upgraded systems are fully functional, sustainable, and capable of supporting seamless, high-quality, equitable services for residents with disabilities across Lexington, Fayette County.

4.2 Securing Supplemental Funding and Stakeholder Commitment

IPKY has developed a multi-faceted approach to ensure that the TechForward project can be fully implemented, even if additional resources or support become necessary. First, IPKY is fully supported by CAL's statewide infrastructure, including administrative, technical, and fiscal resources, to address any emergent needs without impacting project timelines. Second, IPKY maintains long-standing partnerships with local agencies, community organizations, and disability advocacy networks, which may provide supplemental funding, if required. These approaches illustrate that the project will remain funded and operationally feasible under unforeseen circumstances.

4.3 Team Qualifications and Implementation Capacity

The project will be executed by a highly qualified, multi-disciplinary team with extensive experience in grant management, ensuring sufficient capacity to implement the project efficiently while maintaining fiscal, operational, and compliance integrity.

- Project Coordinator (Ryan Guyder), with 15+ years managing various grants, including federally and locally funded initiatives—will be responsible for end-to-end project implementation, oversight, and milestone tracking.
- Associate Director (Sierra Potter) & Executive Director (Amanda Mobley), will provide strategic oversight—ensuring alignment with organizational priorities and board-level approvals for expenditures exceeding $500.
- Chief Financial Officer (Michael Markiewicz), will provide fiscal oversight, including reconciliation, invoicing, and ensuring LFUCG compliance.
- IT Consultant and Selected Vendor, will provide installation, setup configuration, and ongoing technical support for hardware and network systems.

4.4 Project Feasibility

The project of TechForward: Operational-Technology Modernization Initiative is designed to ensure completion by April 30, 2027, or early. IPKY is also backed by the support combination of detailed planning, experienced staff and board members, as well as the additional organizational support post-absorption with CAL. A phased implementation plan outlined in previous section 4.1, will help us set clear milestones for procurement, installation, and deployment of technology, with assigned responsibilities and timeline for each stage and phases.

Additionally, contingency measures are in place to address potential delays due to unforeseen situation (weather, staffing, vendor schedules, or technical challenges). The following key elements provide indicators that the proposed project will be operationally feasible and positioned to deliver high-impact outcomes for Lexington, Fayette County residents with disabilities within the required timeframe.

- **Clear Timeline by Stages and Phases**: The timeline explained in section 4.1 defines project phases with measurable milestones and schedule.
- **Qualified Staff:** Our experienced personnel with track records of timely grant execution and operational oversight.
- **Additional Resource Backing:** Since the merger, IPKY has access to CAL's administrative and fiscal support.
- **Monitoring and Reporting:** Continuous monitoring of timeline and deliverables, with adjustment integrated to mitigate risks when unforeseen situation arises.
- **Project Safeguard**: Contingency plans for unforeseen delays or other circumstances (i.e., weather, or technical issue), to mee completion by April 30, 2027.

V. Project Cost Analysis and Budget Narrative

5.1 Proposed Project Total Cost and Analysis

The budget and proposed cost/expenditure for the project have been carefully reviewed by leadership team and Board of Directors, to maximize operational impact for Independence Place at Center for Accessible Living, and the Lexington, Fayette County community. Our focused capital-operational investment is a carefully planned, evidence-based effort to update our technology systems, directly improving our ability to serve marginalized Lexington, Fayette residents, especially those with significant disabilities.

Each budget item has been evaluated for cost-effectiveness and operational efficiency, by aligning both IPKY's mission and LFUCG 2026 - 2027 capital grant (operational investment) guidelines. **The total proposed budget of $29,200.42** encompasses all necessary upgrades referred to in this project proposal, such as hardware, software, and professional services. These ancillary expenses are necessary and reasonable to strengthen our staff capacity, streamline service delivery, and expand equitable access to improve and leverage IPKY program and services across Lexington, Fayette County, particularly the residents with disability.

The project budget is organized into four integrated categories:

- **Category A – Laptops ($11,061.72):**

  Nine Lenovo ThinkPad E16 laptops, each equipped with i7 processors, 16GB RAM, 512GB SSD, and Windows 11 Pro, will replace outdated IPKY staff computers, ensuring reliable performance and secure data management. Each laptop is supplemented with a five-year onsite support warranty to

maintain mitigate risks associated with hardware failures. This allocation ensures that staff can efficiently safeguard sensitive consumer data and enable staff to deliver services without technological disruption.

- **Category B – Infrastructure and Hardware ($8,376.70):**

  This category includes monitors, docking stations, high-speed HDMI cables, ergonomic peripherals, and network infrastructure, including Fortinet-managed switches and Wi-Fi 7 access points. These investments establish a secure, high-performance, and fully accessible environment for staff and consumers.

  The technology upgrades will enable concurrent use by multiple users, support adaptive technologies for consumers with disabilities, and ensure compliance with federal and state data security requirements.

- **Category C – Multifunction Copier/Printer ($4,237.00):**

  The multifunction printer/copier/scanner Sharp BP-C535WD will consolidate IPKY office printing and scanning needs. It will also improve our workflow efficiency, secure document handling or our staff and consumers alike. We make sure the equipment is accessible for both staff and consumers who have physical limitation. This investment addresses compatibility issues with outdated printers and reduces administrative delays.

- **Category D – Professional Services and Shipping Fees ($5,375.00):**

  Professional services cover fixed labor fees for laptop setup, switch and Wi-Fi configuration, and shipping/handling. Engaging our IT consultant's oversight provides assurance that the upgrades are fully operational from day one, installed according to industry best practices, and secure.

Proposal for RFP #29-2025

TechForward IPKY:

Operational-Technology Modernization to Enhance IPKY Services and Capacity

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ENCLOSURE:

THE AGENCY BUDGET

(IPKY and CAL)

Independence Place (IPKY) at Center for Accessible Living, Inc

(859) 266-2807 www.ipky.org

EST. 1995
INDEPENDENCE PLACE

Agecy Budget

Fiscal Year 2023 (01/01/2023 - 12/31/2023)

REVENUES		
Contributions, Gifts, Grants, and Other:		$237.00
- Federated campaigns	-	
- Membership dues	-	
- Fundraising events	-	
- Related organizations	-	
- Government grants (contributions)	-	
- All other contributions, gifts, grants,and similar amounts	$237.00	
- Noncash contributions	-	
Program Service Revenue:		$493,264.00
- Supported Employment	$493,264.00	
Other Revenue:		$0.00
- Investment income	-	
- Income from investment of tax-exempt bond proceeds	-	
- Royalties	-	
- Gross rents	-	
- Gross amount from sales of assets other than inventory	-	
- Gross income from fundraising events	-	
- Gross income from gaming activities	-	
- Gross sales of inventory, less returns and allowances	-	
Miscellaneous Revenue:		$0.00
Total Revenue		**$493,501.00**
EXPENSES		
Salaries, Other Compensation, & Employee Benefits:		$356,761.00
- Other salaries and wages	$326,772.00	
- Other employee benefits	$3,119.00	
- Payroll taxes	$26,870.00	
Other Expenses		$108,204.00
- Legal and accounting	$17,884.00	
- Office expenses	$3,906.00	
- Information technology	$2,838.00	
- Occupancy	$29,600.00	
- Travel	$16,798.00	
- Conferences, conventions, and meetings	$6,696.00	
- Interest	$211.00	
- Insurance	$7,440.00	
- Software subscriptions	$6,287.00	
- Materials and supplies	$6,016.00	
- Indirect cost expense	$5,930.00	
- Recruiting	$2,378.00	
- All other expenses	$2,220.00	
Joint Costs		$0.00
Total Expenses		**$464,965.00**
NET INCOME (LOSS)		**$28,536.00**
NET ASSETS OF FUND BALANCES		
Total Assets		$134,759.00
Total Liabilities		$10,343.00
Net Assets or Fund Balance		**$124,416.00**

CENTER for ACCESSIBLE LIVING

Agecy Budget

Fiscal Year 2024 (10/01/2023 - 09/30/2024)

REVENUES		
Contributions, Gifts, Grants, and Other:		$1,778,354
- Federated campaigns	-	
- Membership dues	-	
- Fundraising events	-	
- Related organizations	-	
- Government grants (contributions)	$1,748,446	
- All other contributions, gifts, grants,and similar amounts	$29,908	
- Noncash contributions	-	
Program Service Revenue:		$14,912
- Training Services	$9,688	
- Avocado Press Income	$5,224	
Other Revenue:		($13,447)
- Investment income	-	
- Income from investment of tax-exempt bond proceeds	-	
- Royalties	-	
- Gross rents	-	
- Gross amount from sales of assets other than inventory	($13,447)	
- Gross income from fundraising events	-	
- Gross income from gaming activities	-	
- Gross sales of inventory, less returns and allowances	-	
Miscellaneous Revenue:		$13,947
Total Revenue		**$1,793,766**
EXPENSES		
Salaries, Other Compensation, & Employee Benefits:		$1,094,569
- Compensation of current officers, directors, trustees, and key employees	$160,321	
- Other salaries and wages	$722,237	
- Other employee benefits	$145,281	
- Payroll taxes	$66,730	
Other Expenses		$706,256
- Legal and accounting	$32,378	
- Other fees for services	$145,480	
- Office expenses	$82,921	
- Occupancy	$206,679	
- Travel	$27,324	
- Depreciation, depletion, and amortization	$2,791	
- Insurance	$19,886	
- Ramp construction	$84,709	
- Maintenance	$63,742	
- Miscellaneous	$28,730	
- Dues and subscriptions	$11,616	
Joint Costs		$0
Total Expenses		**$1,800,825**
NET INCOME (LOSS)		**($7,059)**
NET ASSETS OF FUND BALANCES		
Total Assets		$905,288
Total Liabilities		$791,971
Net Assets or Fund Balance		**$113,317**

Proposal for RFP #29-2025

TechForward IPKY:

Operational-Technology Modernization to Enhance IPKY Services and Capacity

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ENCLOSURE:

THE PROJECT BUDGET

(TechForward IPKY)

Independence Place (IPKY) at Center for Accessible Living, Inc

(859) 266-2807 www.ipky.org

Proposed Project Budget:

TechForward IPKY

Operational-Technology Modernization to Enhance IPKY Services and Capacity

(to better serve Fayette County residents with disabilities)

The proposed $29,200.42 budget for the TechForward: Technology Modernization Initiative has been carefully designed to align with IPKY's mission and LFUCG grant guidelines, covering essential hardware, software, professional services, and shipping costs. Each expenditure has been reviewed for cost-effectiveness, operational efficiency, and sustainability, ensuring that upgraded laptops, network infrastructure, multifunction printers, and IT services will enhance staff capacity, streamline service delivery, and expand equitable access for residents with disabilities in Lexington, Fayette County.

With built-in warranties, adaptive technology, and professional oversight, the budget safeguards against disruptions, maximizes organizational impact, and ensures accountability through a reimbursement-based approach, directly linking all funds to eligible project activities and measurable community outcomes.

Table 1 – Proposed Project - Budget Summary (Cost per Category)

Item per Category	Total Cost
Category A - Laptops	$ 11,061.72
Category B - Infrastructure and Hardware	$ 8,376.70
Category C - Multifunction Copier/Printer	$ 4,387.00
Category D - Professional Services and Shipping Fees	$ 5,375.00
Grand Total Proposed Budget Cost per Category	**$ 29,200.42**

Table 2 – Detail Proposed Budget Cost per Item

No	Item Description	Quantity	Cost / Unit	Total Cost
Category A - Laptops				
1	Laptop: Lenovo ThinkPad E16 Gen 1, 16", i7 (13th Gen), 16GB RAM, 512GB SSD, Win 11 Pro, 1-Year Warranty	9	$ 984.08	$ 8,856.72
2	Lenovo 5-Year Support Warranty (Add-On)	9	$ 245.00	$ 2,205.00
Category B - Infrastructure and Hardware				
1	Lenovo Docking Station, USB-C, 100W, supports 4 displays (4K), HDMI, DisplayPort	7	$ 333.04	$ 2,331.28
2	Eaton Tripp Lite DisplayPort Cable, 6 ft, 4K 60Hz, HDR, Locking Connector	3	$ 38.76	$ 116.28
3	HDMI 2.1 Cable, 8K Ultra High Speed	7	$ 9.80	$ 68.60
4	ViewSonic 24" IPS Monitor, 1080p, HDMI/ DisplayPort/ USB/ VGA (2 monitors per staff)	14	$ 198.65	$ 2,781.10
5	Eaton Tripp Lite 7-Outlet Surge Protector, 4 ft	7	$ 24.25	$ 169.75
7	Lenovo Wireless Keyboard & Mouse Combo	7	$ 33.28	$ 232.96
8	Logitech S-150 2.0 Computer Speaker System	7	$ 24.18	$ 169.26
9	Logitech C920e Webcam, 1080p, Auto-Focus	7	$ 80.11	$ 560.77
10	Fortinet FortiSwitch 108F-FPOE, 8-Port Gigabit Managed Switch, 2 SFP Slots, 130W	1	$ 514.34	$ 514.34
11	Fortinet FortiCare Comprehensive Support, 5-Year Renewal	1	$ 306.30	$ 306.30
12	Fortinet FortiAP 231K Tri-Band Wi-Fi 7 Access Point, Indoor, 2.4/5/6 GHz	2	$ 418.03	$ 836.06
13	Fortinet FortiCare Essential Support, 5-Year Renewal	2	$ 145.00	$ 290.00
Category C – Multifunction Copier/Printer				
1	Sharp BP-C535WD - 35ppm color copier/printer (include full toner)	1	$ 4,387.00	$ 4,387.00

No	Item Description	Quantity	Cost per Unit	Total Cost
Category D - Professional Services and Shipping Fees				
1	Laptop Setup - fixed fee labor fees	18	$ 205.00	$ 3,690.00
2	Switch and Wireless setup - fixed fee labor fees	7	$ 205.00	$ 1,435.00
3	Shipping and Handling - fixed fee	1	$ 250.00	$ 250.00

Table 1 provides a concise summary of total costs per category, and **Table 2** stipulates the detailed line-item breakdown of each category shown in Table 1, which further listing every individual item, quantity, cost per unit, and total cost as well as illustrating how the overall category totals were allocated.

Table 1 – Proposed Project - Budget Summary (Cost per Category)

Item per Category	Total Cost
Category A - Laptops	$ 11,061.72
Category B - Infrastructure and Hardware	$ 8,376.70
Category C - Multifunction Copier/Printer	$ 4,387.00
Category D - Professional Services and Shipping Fees	$ 5,375.00
Grand Total Proposed Budget Cost per Category	**$ 29,200.42**

Table 2 – Detail Proposed Budget Cost per Item

No	Item Description	Quantity	Cost / Unit	Total Cost
Category A - Laptops				
1	Laptop: Lenovo ThinkPad E16 Gen 1, 16", i7 (13th Gen), 16GB RAM, 512GB SSD, Win 11 Pro, 1-Year Warranty	9	$ 984.08	$ 8,856.72
2	Lenovo 5-Year Support Warranty (Add-On)	9	$ 245.00	$ 2,205.00
Subtotal Category A - Laptops				**$ 11,061.72**

No	Item Description	Quantity	Cost per Unit	Total Cost
Category B - Infrastructure and Hardware				
1	Lenovo Docking Station, USB-C, 100W, supports 4 displays (4K), HDMI, DisplayPort	7	$ 333.04	$ 2,331.28
2	Eaton Tripp Lite DisplayPort Cable, 6 ft, 4K 60Hz, HDR, Locking Connector	3	$ 38.76	$ 116.28
3	HDMI 2.1 Cable, 8K Ultra High Speed	7	$ 9.80	$ 68.60

No	Item Description	Quantity	Cost per Unit	Total Cost
4	ViewSonic 24" IPS Monitor, 1080p, HDMI/ DisplayPort/ USB/ VGA (2 monitors per staff)	14	$ 198.65	$ 2,781.10
5	Eaton Tripp Lite 7-Outlet Surge Protector, 4 ft	7	$ 24.25	$ 169.75
7	Lenovo Wireless Keyboard & Mouse Combo	7	$ 33.28	$ 232.96
8	Logitech S-150 2.0 Computer Speaker System	7	$ 24.18	$ 169.26
9	Logitech C920e Webcam, 1080p, Auto-Focus	7	$ 80.11	$ 560.77
10	Fortinet FortiSwitch 108F-FPOE, 8-Port Gigabit Managed Switch, 2 SFP Slots, 130W	1	$ 514.34	$ 514.34
11	Fortinet FortiCare Comprehensive Support, 5-Year Renewal	1	$ 306.30	$ 306.30
12	Fortinet FortiAP 231K Tri-Band Wi-Fi 7 Access Point, Indoor, 2.4/5/6 GHz	2	$ 418.03	$ 836.06
13	Fortinet FortiCare Essential Support, 5-Year Renewal	2	$ 145.00	$ 290.00
Subtotal Category B - Infrastructure & Hardware				**$ 8,376.70**

No	Item Description	Quantity	Cost per Unit	Total Cost
Category C – Multifunction Copier/Printer				
1	Sharp BP-C535WD - 35ppm color copier/printer (include full toner)	1	$ 4,387.00	$ 4,387.00
Subtotal Category C - Multifunction Copier/Printer				**$ 4,387.00**

No	Item Description	Quantity	Cost per Unit	Total Cost
Category D - Professional Services and Shipping Fees				
1	Laptop Setup - fixed fee labor fees	18	$ 205.00	$ 3,690.00
2	Switch and Wireless setup - fixed fee labor fees	7	$ 205.00	$ 1,435.00
3	Shipping and Handling - fixed fee	1	$ 250.00	$ 250.00
Subtotal Category D - Professional Services and Shipping Fees				**$ 5,375.00**

5.2 Cost Reasonableness within IPKY Mission Alignment

The budget for the TechForward: Operational-Technology Modernization Initiative reflects careful planning to optimize resources, strengthen operational capacity, and directly support Independence Place at Center for Accessible Living, Inc. (IPKY) in serving low-income, underserved, and marginalized residents of Lexington, Fayette County, particularly individuals with significant disabilities. Each item in the proposed budget has been benchmarked against multiple market-based pricing quotations within the region, as well as verified through online retail sources (e.g., CBS, Best Buy, CDW, and Newegg). This ensures that all proposed costs are competitive, reasonable, and consistent with prevailing market rates for comparable equipment and services.

Our comparative analysis, summarized in **Table 3** and **Table 4**, demonstrates that each line item delivers maximum value while supporting IPKY's mission to expand services, enhance staff efficiency, and provide equitable access to critical programs for the local community. Three comprehensive quotes were obtained for project components, including laptops, network and hardware infrastructure, multifunction copier/printer, and professional services. For example, Lenovo ThinkPad E16 laptops are budgeted at $984.08 each, closely matching alternative retail quotes ranging from $969.99 to $1,024.11. Items without directly comparable prices (N/A) reflect specialized hardware, professional services, or extended support plans that are not widely available through multiple vendors but are essential for secure, efficient, and sustainable operations. In such cases, the project will document cost justification and select the vendor offering the most appropriate solution based on functionality, reliability, and alignment with project requirements.

Table 3 – Quote Comparison by Categories for Proposed Project

Item per Category	Quote A (CBS)	Quote B (E&H System)	Quote C (Online Retail)
Category A - Laptops	$ 11,061.72	$ 10,875.33	$ 10,979.82
Category B - Infrastructure and Hardware	$ 8,376.70	$ 7,462.86	$ 7,842.62
Category C - Multifunction Copier/Printer	$ 4,387.00	N/A	$ 6,599.00
Category D - Professional Services and	$ 5,125.00	$ 4,160.00	$ 3,750.00
- Shipping and Handling - fixed fee	$ 250.00	$ 0.00	$ 250.00
Total Proposed Budget Cost per Category	**$ 29,200.42**	**$ 22,498.19**	**$ 29,421.44**

As shown in **Table 3**, the total proposed costs ranged from $22,498.19 to $29,421.44, reflecting a reasonable variance that validates both the accuracy of the cost estimates and the comprehensiveness of the selected proposal. Following a detailed review, Quote A was selected as the foundation for the proposed budget. Whereas its total of $29,200.42 is moderately higher than the alternatives, Quote A provides the most complete and reliable package. This option also represents the best balance of quality, service coverage, and long-term value, ensuring sustainability and operational reliability.

- **Quote A – CBS ($29,200.42)**

  Quote A provided by Central Business System (CBS). This quote offers a complete solution that includes professional installation, configuration, and technical support. CBS supplies business-grade equipment backed by full manufacturer warranties and maintains a local presence in Lexington. The slightly higher total reflects the inclusion of critical implementation services, warranty protections, and long-term support coverage, which collectively minimize operational risks, reduce potential downtime, and ensure the project's sustainable performance and reliability over time.

- **Quote B – E&H Integrated System ($22,498.19)**

  Quote A provided by E&H Integrated System (E&H System). This quote has the lowest total cost primarily because it excludes the multifunction copier/printer and offers limited professional service coverage compared to the other quotes. The unavailability of the copier/printer (“N/A” or $0.00 in the cost table) significantly reduces the total but also leaves a critical operational gap, as this equipment is necessary for secure document management and day-to-day administrative functions. In addition, Quote B lists hardware models with shorter warranty periods and reduced technical support. It means that configuration and/or ongoing troubleshooting would need to be handled internally by IPKY staff or contracted separately, which could create hidden costs and increase interruptions. While the quote appears more economical on paper, the missing components and limited support make it less feasible for a comprehensive, sustainable system upgrade.

- **Quote C – Online Retailer ($29,421.44)**

  Quote C developed by using pricing from reliable and trusted online retail platforms (such as Best Buy, CDW, and Newegg) to ensure accuracy, transparency, and fair market comparison within the Lexington area. This quote provides competitive hardware pricing but excludes professional installation, network configuration, and post-purchase technical support. The listed products are consumer-grade rather than business-class, and warranty claims would require shipping items back to the manufacturer, potentially resulting in extended downtime and higher long-term maintenance risks.

Based on this comprehensive cost and value comparison, Quote A represents the best overall return on investment. It provides the optimal balance between affordability, quality assurance, and full-service implementation (factors that are essential to ensuring our proposed project's long-term reliability and sustainability). Accordingly, our proposed project funding will propose the pricing and specifications outlined in Quote A.

Table 4 – Quote Comparison by Itemized for Proposed Project

Category / Item Description	Qty	Quote A (CBS)	Quote B (E&H System)	Quote C (Online Retail)
Category A - Laptops				
1. Laptop: Lenovo ThinkPad E16, 16", i7 (13th Gen), 16GB RAM, 512GB SSD, Win 11 Pro	9	$ 984.08	$ 1,024.11	$ 969.99 (Best Buy)
2. Lenovo 5-Year Support Warranty	9	$ 245.00	$ 184.26	$ 249.99 (Best Buy)
Category B – Infrastructure and Hardware				
1. Lenovo Docking Station	7	$ 333.04	$ 249.64	$ 329.99 (Lenovo)
2. DisplayPort Cable, 6 ft	3	$ 38.76	$ 39.10	$ 22.99 (Newegg)
3. HDMI 2.1 Cable, 8K Ultra High Speed	7	$ 9.80	$ 4.65	$ 23.19 (Newegg)
4. ViewSonic 24″ IPS Monitor	14	$ 198.65	$ 169.68	$ 159.99 (CDW)
5. Outlet Surge Protector, 6 Outlets, 4 ft	7	$ 24.25	$ 24.45	$ 32.54 (Best Buy)
6. Lenovo Wireless Keyboard & Mouse Combo	7	$ 33.28	$ 35.02	$ 33.99 (CDW)
7. Logitech S-150 2.0 Desktop Computer Speaker System	7	$ 24.18	$ 27.54	$ 32.99 (Best Buy)
8. HD 1080p Webcam – 1920×1080 Auto-Focus	7	$ 80.11	$ 91.68	$ 114.99 (Newegg)

Category / Item Description	Qty	Quote A (CBS)	Quote B (E&H System)	Quote C (Online Retail)
9. Fortinet FortiSwitch 8-Port Managed Gigabit Ethernet Switch	1	$ 514.34	$ 447.11	$ 498.99 (CDW)
10. Fortinet FortiCare 5-Year Comprehensive Extended Support	1	$ 306.30	$ 298.35	$ 359.99 (CDW)
11. Fortinet FortiCare Tri-Band Wi-Fi 7 Indoor Wireless 2.4/5/6 GHz	2	$ 418.03	$ 357.98	$ 354.99 (CDW)
12. Fortinet FortiCare 5-Year Essential Support Warranty	2	$ 145.00	$ 238.88	N/A
Category C - Multifunction Copier/Printer				
1. Sharp BPC535WD 35 ppm color copier/printer	1	$ 4,387.00	N/A	$ 6,599.00 (Nuworld)
Category D - Professional Services and Shipping Fees				
1. Laptop Setup - fixed fee labor fees	18	$ 205.00	$ 160.00	$ 150.00 (indeed)
2. Switch and Wireless setup - fixed labor fees	7	$ 205.00	$ 160.00	$ 150.00 (indeed)
3. Shipping and Handling - fixed fee	1	$ 250.00	$ 0.00	$ 250.00

5.3 Agency Budget and Proposed Project

The inclusion of an agency budget within this proposal is not merely an administrative requirement but a critical demonstration of fiscal discipline, organizational capacity, and accountability. All of which are essential to ensuring the success of the TechForward: Operational-Technology Modernization Initiative. Given that all grant funds are provided

strictly on a reimbursement basis, establishing organizational solvency and disciplined resource management is critical. By presenting IPKY financial profile prior to its merger with CAL, alongside CAL's current financial standing, we intend to showcase a clear track record and capable of responsibly absorbing and managing reimbursement-based funding streams but also of sustaining program continuity throughout the life of the grant. Such transparency explains the reasonableness of cost and our ability to integrate new funding streams into established systems without compromising stability.

a. Independence Place (IPKY) Budget Overview—Prior to Merger with CAL

Prior to its merger with CAL at the end of the last fiscal year, IPKY operated as an independent nonprofit organization based in Lexington, Fayette County, providing housing stability and independent living services for individuals with significant disabilities. According to IPKY's IRS Form 990 for Fiscal Year ending December 2023:

- Total Revenue : $ 493,501
- Total Expenses : $ 464,965
- Net Income (Loss) : $ 28,536
- Net Assets : $ 124,416

Revenue was primarily derived from program services, demonstrating that IPKY is a mission-driven focus organization. Personnel costs represented 70% of total expenses, reflecting IPKY commitment to employing skilled staff to deliver direct and indirect services. Operational and administrative costs were carefully managed, reflecting a lean and efficient structure. This historical budget demonstrates IPKY's financial stability and capacity to responsibly manage resources.

b. Center for Accessible Living (CAL) Budget Overview

Following the merger, IPKY operates fully as a division of CAL, which is locally based in Lexington, Fayette County. This absorption allows IPKY to expand service capacity while maintaining financial oversight, transparency, and compliance with nonprofit standards. CAL's organizational budget supports multiple programs across accessibility, housing, and independent living services. Based on CAL's IRS Form 990 for Fiscal Year ending September 2024, the organization reported:

- Total Revenue : $ 1,793,766
- Total Expenses : $ 1,800,825
- Net Income (Loss) : ($ 7,059)
- Net Assets : $ 113,317

CAL's revenue sources are derived primarily from contributions, supplemented by program service income, reflecting the organization's diverse and sustainable funding base. Personnel costs remain the largest share of expenses, with other salaries and wages totaling $722,237 (40%) and executive compensation at $160,321 (9%). CAL maintains substantial assets ($905,288) with liabilities of $791,971, resulting in net assets of $113,317. While the organization recorded a modest net operating loss, its overall asset base and demonstrated financial controls affirm its ability to sustain operations and responsibly manage additional initiatives.

The grant funding will be directed exclusively at project-specific expenditures, with full integration into CAL's established administrative and financial systems. This structure minimizes operational burden while ensuring transparency, accountability, and cost-

effectiveness in the use of public resources. Embedding the TechForward: Operational-Technology Modernization Initiative within CAL's fiscal framework provides economies of scale and strengthens oversight, allowing funds to be maximized for direct community impact. In doing so, the project not only safeguards organizational stability but also expands IPKY's capacity to deliver high-quality, technology-enabled services to low income, underserved, and marginalized residents of Lexington, Fayette County, particularly individuals with significant disabilities.

5.4 Integration the Proposed Project within IPKY Budget

The proposed project, TechForward: Operational-Technology Modernization Initiative, has been deliberately structured to align with both IPKY's mission and CAL's fiscal framework. The proposed grant funds are allocated with care to modernize our outdated technology and equipment—essential for strengthening IPKY's service delivery to targeted residents of Lexington, Fayette County. Integrating this project within CAL's established budget, confirms that all expenditures are managed transparently, cost-effectively, and in compliance with nonprofit financial standards.

As summarized in **Table 5**, the proposed investment builds upon IPKY's pre-merger financial stability and is reinforced by CAL's broader organizational capacity. This dual perspective underlines both the historical prudence of IPKY's fiscal management and the present-day efficiencies gained through CAL's infrastructure. The reimbursement-based design of this grant further ensures accountability: all expenses will be incurred, documented, and invoiced to the LFUCG only upon completion, safeguarding the public trust while guaranteeing funds are tied directly to eligible project activities.

Ultimately, our proposed project represents a cost-effective, strategically targeted investment that enhances accessibility, improves efficiency, and ensures sustainable, measurable impact in advancing independence and inclusion for people with various types of disabilities across Lexington, Fayette County. By modernizing technology systems and upgrading critical infrastructure, IPKY is positioning itself to meet both current and future service needs in Lexington, Fayette County, while enabling the staff to work more effectively and collaboratively.

Table 5 – Proposed Project within the Agency Budget

Category	IPKY (Pre-merger)	IPKY at CAL (Post-merger)	Proposed Project Integration
Total Revenue	$493,501	$1,793,766	Grant funds will help supplement revenue to support IPKY technology upgrades.
Total Expense	$464,965	$1,800,825	Grant funds are specifically allocated to direct technology modernization costs, including hardware, software, and copier/printer maintenance cost.
Net Income/ (Loss)	$28,536	($7,059)	Grant funds will cover a specific set of expenses; directly enhance IPKY tech infrastructure, leveraging CAL's existing operational resources, minimizing additional costs.
Net Asset	$124,416	$113,317	The proposed technology modernization project uses only a portion of IPKY resources, but we have the capacity to administer the grant responsibly. The grant fund will be accounted for within CAL's financial systems, ensuring responsible, targeted use without affecting other programs or operations.
Operational	Independent	Integrated under CAL admin & financial systems	Following IPKY integration into CAL, all project activities and expenditures will operate within CAL's established administrative and financial systems, ensuring efficiency, transparency, and measurable program outcomes.

TechForward IPKY:

Operational-Technology Modernization to Enhance IPKY Services and Capacity

(to better serve Fayette County Residents with disabilities)

Contact and Question:

Independence Place at Center for Accessible Living, Inc

870 Corporate Drive, Suite 200, Lexington, KY 40503

(859) 266-2807 ● www.ipky.org

Sierra Potter

Associate Director

Mobile: (859) 533-7563

Office : (502) 589-6620 ext. 126

Email: sierra@ipky.org

Ryan P. Guyder

Project Coordinator

Mobile: (859) 421-5719

Office : (859) 266-2807

Email: ryan@ipky.org

Independence Place at Center for Accessible Living, Inc. assists individuals with disabilities by maximizing leadership empowerment, independence and productivity. We want you to find your place in the tapestry of American society. By participating in these services, you are joining the movement that promotes a philosophy of consumer control, peer support, self-help and self-determination, equal access, and individual and system advocacy.

This document has been prepared by Independence Place at Center for Accessible Living, Inc. You should not act upon the information contained in this publication without obtaining specific permission. This publication (and any extract from it) must not be copied, redistributed or placed on any website, without Independence Place at Center for Accessible Living, Inc.'s prior written consent.

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Proposal for RFP #29-2025

TechForward IPKY:

Operational-Technology Modernization to Enhance IPKY Services and Capacity

ENCLOSURE:

QUOTE-A, COST ESTIMATE

(Central Business System)

Independence Place (IPKY) at Center for Accessible Living, Inc

(859) 266-2807 www.ipky.org

CBS
Total Technology

We have prepared a quote for you

LFUCG: Non-Profit Capital Grants Program (Operational Investment)

Quote # 000975 Version 1

Prepared for:

Independence Place at Center for Accessible Living, Inc.

Prepared by:

Central Business Systems (Wayne E.)

CBS
Total Technology

Laptops

Description		Price	Qty	Ext. Price
Lenovo ThinkPad E16 Gen 1 16" Touchscreen Notebook - WUXGA - Intel Core i7 13th Gen i7-1355U - 16 GB - 512 GB SSD - Graphite Black - Intel Chip - Windows 11 Pro - Intel Iris Xe Graphics - 1YEAR WARRANTY		$984.08	9	$8,856.72
Lenovo Onsite Support (Add-On) - 5 Year - Warranty - On-site		$245.00	9	$2,205.00
			Subtotal:	**$11,061.72**

Infrastructure & Hardware

Description		Price	Qty	Ext. Price
LENOVO DCG SOURCING Docking Station - for Monitor, Notebook - 100 W - USB Type C - 4 Displays Supported - 4K - 3840 x 2160 - 4 x USB Type-A Ports - USB Type-A - 1 x USB Type-C Ports - USB Type-C - 1 x RJ-45 Ports - Network (RJ-45) - HDMI - DisplayPort - T		$333.04	7	$2,331.28
Eaton Tripp Lite Series USB-C to DisplayPort Adapter Cable (M/M), 4K 60 Hz, HDR, Locking DP Connector, 6 ft. (1.8 m) - 5.91 ft DisplayPort/Thunderbolt 3 A/V Cable for Smartphone, Projector, Chromebook, Notebook, Monitor, Tablet, MacBook, HDTV, Audio/Video		$38.76	3	$116.28
4XEM 6ft Professional Ultra High Speed 8K HDMI Cable - 6 ft HDMI A/V Cable for Audio/Video Device, HDTV, Projector, DVD Player, Blu-ray Player - First End: 1 x 19-pin HDMI 2.1 Digital Audio/Video - Male - Second End: 1 x 19-pin HDMI 2.1 Digital Audio/Vide		$9.80	7	$68.60
ViewSonic 24 Inch IPS 1080p Ergonomic Monitor with Ultra-Thin Bezels, HDMI, DisplayPort, USB, VGA, and 40 Degree Tilt for Home and Office - Ergonomic - 1080p IPS Monitor with HDMI, DisplayPort, USB, VGA, and 40 Degree Tilt - 250 cd/m² - 24		$198.65	14	$2,781.10
Eaton Tripp Lite Series Protect It! 7-Outlet Surge Protector, 6 Right-Angle Outlets, 4 ft. (1.22 m) Cord, 1080 Joules, Diagnostic LED, Black Housing - 7 x NEMA 5-15R - 1800 VA - 1080 J - 120 V AC Input		$24.25	7	$169.75
Lenovo Essential Wireless Keyboard & Mouse Combo, Gen 2 - Black - USB Type A Wireless RF 2.40 GHz Keyboard - English (US) - Black - USB Type A Wireless RF Mouse - Optical - 1600 dpi - Scroll Wheel - Black - Symmetrical - AA, AAA - Compatible with Computer		$33.28	7	$232.96
Logitech S-150 2.0 Speaker System - 1.20 W RMS - Black - 90 Hz to 20 kHz - USB - 1		$24.18	7	$169.26

CBS
Total Technology

Infrastructure & Hardware

Description	Price	Qty	Ext. Price
Logitech C920e HD 1080p Mic-Disabled, certified for Zoom and Microsoft Teams, TAA Compliant - 1920 x 1080 Video - Auto-focus - 78° Angle - Mic Disabled - For Notebook, Monitor	$80.11	7	$560.77
Fortinet FortiSwitch 108F-FPOE Ethernet Switch - 8 Ports - Manageable - Gigabit Ethernet - 10/100/1000Base-T, 1000Base-X - 2 Layer Supported - Modular - 2 SFP Slots - 139.20 W Power Consumption - 130 W PoE Budget - Optical Fiber, Twisted Pair - PoE Ports	$514.34	1	$514.34
Fortinet FortiCare Comprehensive Support - Extended Service (Renewal) - 5 Year - Service - 24 x 7 x Next Business Day - Service Depot - Exchange - Parts	$306.30	1	$306.30
Fortinet FortiAP 231K Tri Band Wi-Fi 7 IEEE 802.11a/b/g/n/ac/ax/be/e/h/i/j/k/r/v 9.32 Gbit/s Wireless Access Point - Indoor - 2.40 GHz, 5 GHz, 6 GHz - 5 x Internal Antenna(s) - Internal - MIMO Technology - Multi User MIMO - 1 x Network (RJ-45) - 5 Gigabit	$418.03	2	$836.06
Fortinet FortiCare Essential Support - Extended Service (Renewal) - 5 Year - Service - Service Depot - Exchange	$145.00	2	$290.00
		Subtotal:	**$8,376.70**

Professional Services

Description	Price	Qty	Ext. Price
Laptop Setup			
Pro Services - Project Engineer Fixed fee labor for service or project work.	$205.00	18	$3,690.00
Switch and Wireless setup			
Pro Services - Project Engineer Fixed fee labor for service or project work.	$205.00	7	$1,435.00
Shipping & Handling			
Shipping	$250.00	1	$250.00
		Subtotal:	**$5,375.00**

New Sharp BP-C535WD

35 PPM Color Document System

- Standard **copy, print, scan, fax** and **wireless** capability.
- Configured with:
  - 100 sheet DSPF (duplex single pass feeder) scans both pages of **two-sided documents in one pass**
  - Exceptional Image Quality with **600 x 600 dpi print resolution**
  - (1) 500-sheet drawer with 50 sheet bypass tray
  - (1) 600-sheet drawer and Stand
  - Stapling Inner Finisher
  - AR Data Box

The BP-C535WD compact color document systems are intelligently designed to offer advanced security and collaborative capabilities, coupled with exceptional output quality. This model offers the latest engine design, enhanced user experience and security features similar to larger devices.

Financial Considerations

New Sharp BP-C535WD
Purchase- **$4,387.00**
Maintenance billed at .0139 mono and .0610 color

*Includes delivery, installation and training on new equipment and disposal of old equipment if you so choose.

Proposal for RFP #29-2025

TechForward IPKY:

Operational-Technology Modernization to Enhance IPKY Services and Capacity

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ENCLOSURE:

QUOTE-B, COST ESTIMATE

(E&H Integrated Systems)

Independence Place (IPKY) at Center for Accessible Living, Inc

(859) 266-2807 www.ipky.org

E&H Integrated Systems
1903 Stanley Gault Pkwy
Louisville, KY 40223

Quote
No.: **16000**
Date: 10/6/2025

Prepared for:
Independence Place at Center for Accessible Living, Inc.
870 Corporate Drive, Suite 200
Lexington, KY 40503 U.S.A.

Prepared by:
E&H Integrated Systems
Rudy Straub Jr.

Quantity	Description	UOM	Sell	Total
LAPTOPS				
9	Lenovo ThinkPad E16 G1 Intel Core i7-1355U (E-cores up to 3.70GHz/12MB) 16IN WUXGA Non-Touch W11P64 ENG 16.0GB 1x512GB SSD M.2	EA	$1,024.11	$9,216.99
9	Lenovo 5YR Onsite 5Y Onsite	EA	$184.26	$1,658.34
LAPTOPS SUB-TOTAL				**$10,875.33**
INFRASTRUCTURE AND HARDWARE / ACCESSORIES				
7	Essential Wireless Keyboard & Mouse Combo - US English with Copilot Key	EA	$35.02	$245.14
7	TRIPLE 4K USB C DOCK 100W PD	EA	$249.64	$1,747.48
3	Eaton Tripp Lite Series USB-C to DisplayPort Adapter Cable (M/M) 4K 60 Hz HDR Locking DP Connector 6 ft. AV Cables - USB-C Left Connector - Male Left	EA	$39.10	$117.30
7	Eaton Tripp Lite Series Protect It 7-Outlet Surge Protector 6 Right-Angle Outlets 4 ft. (1.22 m) Cord Diagnostic LED Black Housing - Lifetime Limite	EA	$24.45	$171.15
7	UNC 6 feet High Speed HDMI - HDMI Cable w/ Ethernet HDMI - HDMI Male - HDMI - HDMI Male Black HDMI - HDMI V1.4 HDMI - HDMI 4K Resolution HDMI - HDMI 3	EA	$4.65	$32.55
14	24in 1080p IPS Monitor with Adaptive Sync HDMI DisplayPort - LED Display - Flat - 1920 x 1080 - 24Inch - 1Ms response time - 120 Hz refresh rate - 0.2	EA	$169.68	$2,375.52
7	LOGITECH S150 USB STEREO Speakers - Speaker - 2.4Watt - Black - USB - Power Supply - Stereo - Computer with available USB-A port	EA	$27.54	$192.78
7	Logitech C920E 1080p Business Webcam - HD Camera - 3Pixel - 1x - 30 Frames per second - Auto Focus - 78 Diagonal Field of View - Noise Cancellation Te	EA	$91.68	$641.76
INFRASTRUCTURE AND HARDWARE / ACCESSORIES SUB-TOTAL				**$5,523.68**

Quote
No.: **16000**
Date: 10/6/2025

Quantity	Description	UOM	Sell	Total
NETWORK HARDWARE				
1	Switch - FS-108F-FPOE - Desktop - Wired - Networking / Ports Qty: 11 - Gigabit Ethernet - None Processor - 256MB RAM - 32MB Flash Memory - Power suppl	EA	$447.11	$447.11
1	FortiSwitch-108F-FPOE 5 Year FortiCare Premium Support - 24 x 7	EA	$298.35	$298.35
2	Fortinet FortiAP 231K - Wireless access point - 1GbE 2.5GbE 5GbE Wi-Fi 7 - Wi-Fi 7 Bluetooth ZigBee - 2.4 GHz/5 GHz/6 GHz - wall / ceiling mountable	EA	$357.98	$715.96
2	FortiAP-231K 5 Year FortiCare Premium Support	EA	$238.88	$477.76
NETWORK HARDWARE				**$1,939.18**
PROFESSIONAL SERVICES				
18.00	Professional Services- Labor Laptop Setup	HR	$160.00	$2,880.00
8.00	Professional Services - Network / Wireless Setup	HR	$160.00	$1,280.00
PROFESSIONAL SERVICES SUB-TOTAL				**$4,160.00**
Fixed Fee - Shipping and Handling		HR	$0.00	$0.00

Excludes applicable taxes. If organization is tax exempt, please provide sales exemption certificate.

TOTAL EXCLUDING TAXES: **$22,498.19**

Prices are firm until 11/5/2025 Terms: Due Upon Receipt

Prepared by: E&H Integrated Systems **Date:** 10/6/2025

Accepted by: _____ **Date:**_____

Proposal for RFP #29-2025

TechForward IPKY:

Operational-Technology Modernization to Enhance IPKY Services and Capacity

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ENCLOSURE:

QUOTE-C, COST ESTIMATE

(Online Retailer)

Independence Place (IPKY) at Center for Accessible Living, Inc

(859) 266-2807 www.ipky.org

QUOTE C

Online Retailer

$29,421.44

Quote C was sourced from **reliable and trusted online retail platforms**, such as Best Buy, CDW, and Newegg, to provide accurate and transparent pricing for comparison purposes.

No	Item Description	Quantity	Price per Unit	Total Price
Category A - Laptops				**$10,979.82**
1	Lenovo ThinkPad E16 Gen 1 16" Touchscreen Notebook - WUXGA - Intel Core i7 13th Gen i7-1355U - 16 GB - 512 GB SSD - Graphite Black - Intel Chip - Windows 11 Pro - Intel Iris Xe Graphics	9	$969.99	$8,729.91
2	Lenovo Onsite Support (Add-On) - 5 Year - Warranty - On-site	9	$249.99	$2,249.91
Category B – Infrastructure and Hardware				**$7,842.62**
3	LENOVO DCG SOURCING Docking Station - for Monitor, Notebook - 100 W - USB Type C - 4 Displays Supported - 4K - 3840 x 2160 - 4 x USB Type-A Ports - USB Type-A - 1 x USB Type-C Ports - USB Type-C - 1 x RJ-45 Ports - Network (RJ-45) - HDMI - DisplayPort	7	$329.99	$2,309.93
4	Eaton Tripp Lite Series USB-C to DisplayPort Adapter Cable (M/M), 4K 60 Hz, HDR, Locking DP Connector, 6 ft. (1.8 m) - 5.91 ft DisplayPort/Thunderbolt 3 A/V Cable	3	$22.99	$68.97
5	4XEM 6ft Professional Ultra High Speed 8K HDMI Cable - 6 ft HDMI A/V Cable for Audio/Video Device, HDTV, Projector	7	$23.19	$162.33
6	ViewSonic 24 Inch IPS 1080p Ergonomic Monitor with Ultra-Thin Bezels, HDMI, DisplayPort, USB, VGA, and 40 Degree Tilt for Home and Office - Ergonomic - 1080p IPS Monitor with HDMI, DisplayPort, USB, VGA, and 40 Degree Tilt - 250 cd/m² - 24	14	$159.99	$2,239.86
7	Eaton Tripp Lite Series Protect It! 7-Outlet Surge Protector, 6 Right-Angle Outlets, 4 ft. (1.22 m) Cord, 1080 Joules	7	$32.54	$227.78
8	Lenovo Essential Wireless Keyboard & Mouse Combo, Gen 2 - Black - USB Type A Wireless RF 2.40 GHz Keyboard - English	7	$33.99	$237.93
9	Logitech S-150 2.0 Speaker System - 1.20 W RMS - Black - 90 Hz to 20 kHz - USB - 1	7	$32.99	$230.93
10	Logitech C920e HD 1080p Mic-Disabled, certified for Zoom and Microsoft Teams, TAA Compliant - 1920 x 1080 Video - Auto-focus	7	$114.99	$804.93
11	Fortinet FortiSwitch 108F-FPOE Ethernet Switch - 8 Ports -Manageable - Gigabit Ethernet - 10/100/1000Base-T, 1000Base-X - 2 Layer Supported - Modular - 2 SFP Slots - 139.20 W Power Consumption - 130 W PoE Budget - Optical Fiber, Twisted Pair - PoE Ports	1	$489.99	$489.99
12	Fortinet FortiCare Comprehensive Support - Extended Service (Renewal) - 5 Year - Service - 24 x 7 x Next Business Day - Service Depot - Exchange - Parts	1	$359.99	$359.99
13	Fortinet FortiAP 231K Tri Band Wi-Fi 7 IEEE 802.11a/b/g/n/ac/ax/be/e/h/i/j/k/r/v 9.32 Gbit/s Wireless Access Point - Indoor - 2.40 GHz, 5 GHz, 6 GHz - 5 x Internal Antenna(s) - Internal - MIMO Technology - Multi User MIMO - 1 x Network (RJ-45)	2	$354.99	$709.98
14	Fortinet FortiCare Essential Support - Extended Service (Renewal) -5 Year - Service - Service Depot - Exchange	2	$0.00	$0.00

No	Item Description	Quantity	Price per Unit	Total Price
Category C - Multifunction Copier/Printer				**$6,599.00**
15	Sharp BP-C535WD 35ppm Color copier with Stapler finisher	1	$6,599.00	$6,599.00
Category D - Professional Services and Shipping Fees				**$4,000.00**
16	Labor / Professional Fees Laptop Setup - fixed fee labor fees	18	$150.00	$2,700.00
17	Labor / Professional Fees Laptop Setup - fixed fee labor fees	7	$150.00	$1,050.00
18	Shipping and Handling - fixed fee	1	$250.00	$250.00

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
COMMUNITY PROJECT AGREEMENT

THIS COMMUNITY PROJECT AGREEMENT ("Agreement") is made and entered into on the _____ day of _____ 202___, by and between the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and LEXINGTON HABITAT FOR HUMANITY, a Kentucky nonprofit corporation ("Organization"), with offices located at 700 EAST LOUDON AVENUE, LEXINGTON, KENTUCKY 40505.

W I T N E S S E T H

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 700 EAST LOUDON AVENUE, 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. 29-2025, 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. 29-2025, 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 Twenty-nine Thousand, Five Hundred and Twenty-Three Dollars ($29,523.00) ("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) SHAREPOINT DATA MIGRATION	1) $9,525.00	1) OPERATIONAL INVESTMENTS
2) NEW CONSTRUCTION TRUCK	2) $19,998.00	2) OPERATIONAL INVESTEMENTS

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:
Darryl Neher, CEO
Lexington Habitat For Humanity
700 E. Loudon Ave.
Lexington, KY 40505

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.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

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, Mayor

ATTEST:

_____
Clerk of the Urban County Council

LEXINGTON HABITAT FOR HUMANITY

BY: _____
Darryl Neher, CEO

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this the _____ day of _____, 202___, by _____, a Kentucky nonprofit organization.

My commission expires: _____

Commission number: _____

_____
Notary Public, State-at-Large, Kentucky

EXHIBIT A

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

Lexington-Fayette
Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #29-2025 Nonprofit Capital Grants Program – Operational Investments** 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, Allison Pauly, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Allison Pauly and he/she is the individual submitting the proposal or is the authorized representative of Lexington Habitat for Humanity, the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Allison Pauley on this the 24 day of September, 2025.

My Commission expires: 3/20/29

KYNP 95099

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

- Section 503 of the Rehabilitation Act of 1973 states:

  The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

****

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

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

_____ Lexington Habitat for Humanity

Signature *Name of Business*

Firm Submitting Proposal: Lexington Habitat for Humanity

Complete Address: 700 E Loudon Avenue, Lexington, KY 40505
Street City Zip

Contact Name: Allison Pauly Title: Grants Manager

Telephone Number: 859-252-2224 Fax Number: 859-252-0545

Email address: allisonp@lexhabitat.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, safely 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.

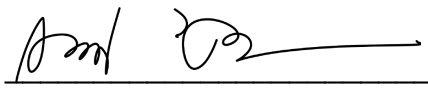
16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern 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

09/22/2025

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.

00548704

Lexington-Fayette Urban County Government
Request for Proposals

Nonprofit Capital Grant Program
Operational Investments
Scope of Work

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

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

- **NOTE: Agencies who received funding from the 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 Operational Investments, for the purchase of major equipment, such as a generator or vehicle.

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

Proposal Deadline – 2 P.M. 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

A. 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.

B. 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.

C. 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

D. 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.

E. 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 Teams 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.

F. Evaluation

This is a competitive grant process, with Proposals 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.

G. Selection

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

H. 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
- 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. Operational Investments must be for the purpose of serving Fayette County residents with these grant funds
2. Be in good standing with the Kentucky Secretary of State
3. Responders shall be registered and have a current, complete 2025 Gold Seal of Transparency or higher level agency portrait on 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 $13,000 in Operational Investments** (*Agencies may bundle Operational Investments projects to meet the $13,000 minimum)*. **Maximum award is $30,000.**

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

A. Information Technology & Telecommunication *(Servers, Computer Systems, Database Systems, etc.)*
B. Fleet and Mobile Service Units
C. Generators, Alternative Power Supply
D. Security Cameras, Safety Controls
E. Other Major Operational Equipment

Grant Award Allocation

Operational Investments

Funding Pool *	$180,600
Minimum Request **	$13,000
Maximum Request	$30,000

*****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 Operational Investments must be for the purpose of serving Fayette County residents with these grant funds
2. Be in good standing with the Kentucky Secretary of State
3. Responders shall be registered and have a current, complete 2023 Gold Seal of Transparency or higher level agency portrait on Candid.org
   If you haven't updated your 2022 Gold Seal, you will need to log into Candid and do so. Learn how to earn your 2023 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 laws

4.2 Demonstrated Need

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

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

4.3 Applicant Capacity for Project

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

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

4.4 Operational Feasibility

The application must include:

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

4.5 Cost Analysis – *and attachments*

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

LFUCG reserves the right to adjust funding amounts.

EXHIBIT B

Response to Request for Proposal

PROPOSAL SUBMITTAL COVER SHEET

Agency Information

Agency Name: Lexington Habitat for Humanity

Mailing Address: 700 E Loudon Avenue, Lexington, KY 40505

Street Address: 700 E Loudon Avenue, Lexington, KY 40505

Phone: (859) 252 - 2224

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)*:

Darryl Neher, CEO, 859-252-2224, darryln@lexhabitat.org

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

Allison Pauly, Grants Manager, 859-252-2224, allisonp@lexhabitat.org

Project Information

Funding Requested by Project, if bundling multiple Projects:

Project: Sharepoint Data Migration — Request $ 9,525
Operational Investment project

Project: New Construction Truck — Request $ 19,998
Operational Investment project

Project: _____ — Request $ _____
Operational Investment project

Project: _____ — Request $ _____
Operational Investment project

Total Funding Amount Requested: $ 29,523

- **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 $180,600. Minimum Total Request per agency is $13,000; Maximum Total Request per Agency is $30,000**
- **If applying for/bundling multiple projects, submit a 5 section narrative for each project.**

Lexington Habitat for Humanity

RFP #29-2025 for Lexington-Fayette Urban County Government Capital Funds for Operational Investments

Lexington Habitat's current 7-connected townhome project at 7th Street and Maple Avenue

Section 1:

Lexington Habitat for Humanity directly provides services to Lexington-Fayette County residents who have low incomes or who are otherwise marginalized and underserved through its two programs: the Homeownership Program and the Critical Home Repair Program. LHFH is in good standing with the Kentucky Secretary of State and has a 2025 Platinum Seal of Transparency on Candid.org.

Homeownership Program

Lexington Habitat for Humanity (LHFH) has been changing lives in Lexington, Kentucky since 1986, immeasurably improving the realities of over 500 households by constructing safe, affordable and energy-efficient homes in partnership with individuals and families.

Homebuyers have an income that is at or below 80% of the area median income and they pay an affordable mortgage. Homebuyers contribute 250 hours of sweat equity to their own build and to the builds of others. The process from application to becoming a homeowner can take as long as two years.

Homebuyers include lifelong Lexingtonians who are single mothers of color, elderly single women, individuals living with a disability, and former refugee families. When homebuyers finally sign their deed at the closing table, many of them become emotional as they realize their hard-won and lifelong dream of homeownership.

Critical Home Repair Program

LHFH's Love Your Neighborhood/critical home repair program assists residents who have low incomes or are otherwise marginalized and underserved affected by age, disability or other circumstances to complete much-needed repairs so that they and their families may safely remain in their homes. Repairs include roof replacements, the installation of walk-in showers and ADA-height toilets, renovated floor systems, new hot water heaters, HVAC units, weatherization, accessibility updates, and more. On average, there are 12 projects completed per calendar year.

Most homeowners participating in the program are seniors living on a fixed income who say that this program allows them to age in place and has restored their dignity and pride in their home. After receiving updates through this program, homeowner Jennifer (Florida Street) shared, "I don't have to be embarrassed anymore. I don't have to compare my house to others anymore."

Homeowners pay back 5% of the total repair costs – divided into affordable monthly payments as low as $20 per month. They must be current on their mortgage (if applicable), property taxes and homeowner's insurance to receive repair services. This program directly addresses racial, health and socio-economic disparities that exist in Fayette County. It also preserves affordable housing stock at a time when the city faces an enormous housing crisis.

The ReStore

Integrally supporting the two above programs is LHFH's ReStore. The ReStore is a donation-supported thrift store that serves both LHFH as a driver of unrestricted revenue for the mission and the Lexington community by keeping usable items out of the landfill, all while providing home improvement goods at affordable prices. Future homebuyers fulfill their sweat equity requirements at the ReStore by cleaning, mixing paint and assisting the box truck drivers in unloading donations.

The ReStore acquires its donations in three primary streams: drop-off donations, deconstruction projects and donation pick-up service. The deconstruction program utilizes trained staff who professionally remove kitchen cabinets, bathroom suites, etc. from homes that are being remodeled to sell at the ReStore.

Section 2: Demonstrated Need

LHFH requests Nonprofit Capital Grant Funds for two Operational Investments:

1) An information technology SharePoint data migration upgrade
2) A new construction Truck

Information Technology Upgrade: SharePoint Data Migration: $9,525

LHFH utilizes a secure on-premise server for its technology needs, wherein staff with access at both the administrative office on Loudon Avenue and at the ReStore on Southland Drive can share and exchange client information as needed. Shared information can include grant funders' requirements like income information, mortgage calculations, scopes of work for home repair projects, and more. The server is utilized consistently throughout the day by staff at both locations for client/mortgage purposes, grant purposes, marketing and social media purposes, donor and sponsorship purposes, etc.

When the COVID-19 pandemic struck in March 2020, the LHFH team responded swiftly, leveraging support from its IT service provider to develop a limited file-sharing system hosted on LHFH's on-premise server that synced to the cloud. This approach served the agency well in those uncertain early days. However, as LHFH operations have become increasingly hybrid, the limitations of this temporary solution have become clear.

The current setup cannot keep pace with the demands of a workforce that relies on flexibility and rapid access to information. Having two separate file shares—one confined to the server in the LHFH office and one partially replicated to the cloud—has introduced confusion, particularly for staff who joined the team after the pandemic. The uncertainty about where to locate crucial documents is more than a minor inconvenience; it delays LHFH's ability to respond to the donors it relies on and to the clients who rely on LHFH.

When multiple staff members need to collaborate on a file in real time, such delays are unworkable. Furthermore, recent reports from LHFH's managed service provider showed that the VPN connection from LHFH ReStore location to the main server at Loudon failed nearly a third of the time in July. Staff members at the ReStore often find themselves unable to access necessary files without outside technical support, preventing them from assisting donors or clients when needed.

LHFH's vision for the future is clear. Rather than continuing with a disjointed approach, it is prepared to fully transition its organizational files from the on-premise server to SharePoint. This change will enable true real-time collaboration, whether LHFH staff are onsite at headquarters, working at the ReStore, meeting clients in their homes, tabling an event, or out supporting a build site.

LHFH has chosen Tech Impact, a nonprofit organization with a strong track record of helping thousands of other nonprofits transition to Microsoft 365, as its migration partner. Their expertise, in combination with LHFH's experience in managing organizational change, guarantees a successful transition that will deliver immediate benefits.

Ultimately, this migration is about much more than technology. It is about removing barriers for the LHFH team so it can deliver consistent, high-quality services to the community and each other, regardless of location. The goal is for every staff member to have the resources they need, exactly when they need them, so that no one is left waiting and every opportunity to help is met with the full strength of the LHFH organization.

Aging Construction Fleet: Truck Replacement: $19,998

To complete new home builds and home repair projects, LHFH relies on a construction truck fleet of five trucks. LHFH employs an in-house construction crew of five staff who are out in the field five days a week. There is one critical home repair project manager using a truck and four new construction project managers using trucks, but everyone works together as needed on both programs. The oldest of the trucks is 19 years old, and all but one have exceeded the 200,000-mile mark. The others are 14, 10, nine and four years old, respectively. As the fleet ages, repair costs increase, and the trucks become less reliable.

In addition to transporting the construction crew, the trucks haul trailers to and from build sites because building materials are kept overnight behind a secure, locked gate on the LHFH premises with video surveillance. In the past, LHFH left locked PODS overnight at construction builds, but these were not as secure. Only one of the trucks has an engine that is large enough to properly haul the trailers.

LHFH is requesting $19,998 for a 2022 Chevrolet Silverado 1500. This will bolster the fleet so that more vehicles can safely haul trailers, reduce the likelihood of breakdowns, reduce the cost of repairs, and allow for the sale of the oldest fleet vehicle. A new vehicle will directly affect LHFH's ability to continue constructing safe, affordable and decent housing in Fayette County.

Section 3: Applicant Capacity for Project

Information Technology Upgrade: SharePoint Data Migration

The LHFH leadership team brings significant experience to this migration. The director of administration has been with LHFH for 12 years and has previously guided the organizational transition to a new managed service provider, managed a successful migration of over 20,000 donor records from eTapestry to Salesforce, and moved the organization from an on-premise phone system to a cloud-based one to reduce downtime. Further, she and her team developed a SharePoint site to enable LHFH board, committees, and staff to work together seamlessly, giving them convenient access to key documents, meeting resources, and upcoming events.

Aging Construction Fleet: Truck Replacement

The construction director has been with LHFH for 12 years and has ample experience and knowledge in identifying the type and cost of truck needed for the fleet. He manages regular relationships with dealerships, auto body shops, and tire suppliers.

Section 4: Operational Feasibility

Information Technology Upgrade: SharePoint Data Migration

Should these funds be awarded, the duration of this project is typically 8-10 weeks from the project start date, which will be mutually agreed upon within a week of the execution of this agreement. All reporting to LFUCG will be done through the grants manager.

Kickoff and Planning Meeting – Determine schedule and project plan
Design Meeting – Outline the SharePoint site design with LHFH's project team. The project team will be assigned tasks to return information to Tech Impact. Design is mutually approved by the project team and Tech Impact. This is typically scheduled over 2 weeks
Site Build – Tech Impact builds SharePoint sites and document libraries and assigns user roles and permissions as defined in the Design phase. The site build typically takes 2 weeks
Data Migration – Depending on which data migration method is chosen; the project team estimates the amount of time
required to populate the SharePoint document libraries with existing files. This process can take up to 4 weeks to complete

Operational Investments
Project Budgets

Data migration from server to SharePoint								
Projected Costs (Annual)	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Year 6**	**Year 7**	
IT Project Costs	$9,525	-	-	-	-	-	-	
Maintenance	-	-	-	-	-	-	-	**Total Projected Costs**
Projected Costs (Total)	$9,525	-	-	-	-	-	-	**9,525**

New construction truck								
Projected Costs (Annual)	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Year 6**	**Year 7**	
Truck Purchase Price	$19,998	-	-	-	-	-	-	
Fuel/Insurance	$450	$450	$450	$450	$450	$450	$450	
Maintenance	$500	$500	$1,000	$1,000	$1,500	$1,500	$1,500	**Total Projected Costs**
Projected Costs (Total)	$20,948	$950	$1,450	$1,450	$1,950	$1,950	$1,950	**30,648**

Budget Narratives

1) Tech Impact SharePoint Data Migration Platform
$9,525: The purchase price of the Tech Impact SharePoint Data Migration platform, including cloud platform file management setup, sensitive document management for SharePoint, data migration, and follow-up support for 3 months

2) Truck purchase price
$19,998 taken from most recent search of available trucks with desired features, including ability to haul trailers

Fuel/Insurance
Estimated $225/month for fuel and $225/month for insurance

Maintenance
Estimated $500/year for first two years, increasing incrementally over an estimated seven years

User Training – Tech Impact will schedule web-based user training at the appropriate point in the project

Aging Construction Fleet: Truck Replacement

Should these funds be awarded, the construction director will make the appropriate purchase within six weeks and submit the invoices for reimbursement to LFUCG through LHFH's grants manager.

Section 5: Cost Analyses

Information Technology Upgrade: SharePoint Data Migration

The budget and costs of the SharePoint Data Migration are shown below and in the attached budget.

Description	Quantity	Price
SharePoint File Sharing and Collaboration (up to 50 users)		$9,525.00
Cloud Platform File Management Setup	1	
Sensitive Document Management for SharePoint	1	
Data Migration - up to 1 TB	1	
Follow-Up Support (3 months)	1	

Aging Construction Fleet: Truck Replacement

The budget and costs of purchasing a new construction truck are attached.

LHFH has spent $18,776 over the past calendar year on repairs to the construction trucks, which is almost the cost of a new truck. Clearly, a new truck would be worth the return on LHFH's investment. A cost analysis is attached. It was prepared assuming a 7-year project period and projecting costs and revenues for each project year.

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Click To Call(tel:8006398083)

Confirm Availability

Directions (//maps.google.com/maps?saddr=Current%2BLocation&daddr=[illegible]%20N%20Main%20Street%2C%20Nicholasville%2C%20KY%2040356)

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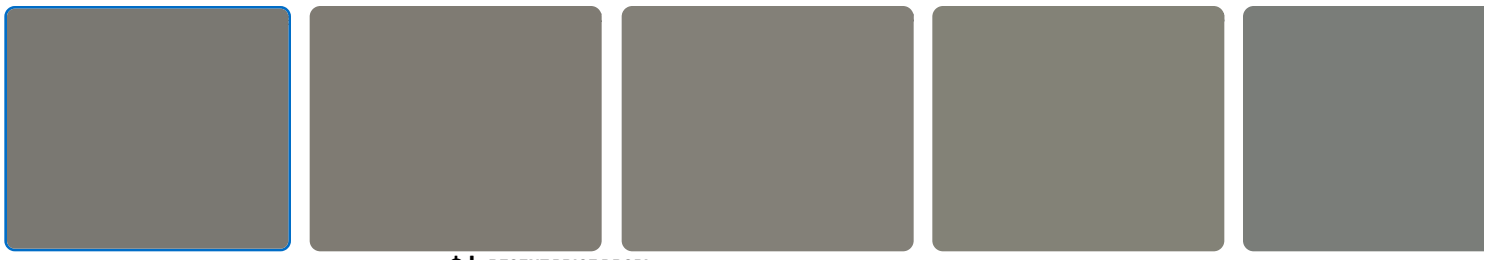

RECENT PRICE DROP!

2022 Chevrolet Silverado 1500 LTD

WT

$19,998
SUTHERLAND PRICE

Chat Now

	TOTAL
	Jul '25 - Jun 26
Ordinary Income/Expense	
Income	
4000 · OTHER INCOME	
4010 · Realized Gain/Loss on Sale	20,000.00
4012 · Realized Gain/Loss on Sale PP&E	0.00
4015 · Misc Income	0.00
4020 · Realized Gains on Securities	0.00
4030 · Interest Income	300.00
4040 · Earned Discounts	0.00
4045 · Application Fees	750.00
4820 · Mortgage Late Fee Charges	10,800.00
Total 4000 · OTHER INCOME	31,850.00
4100 · CASH GIFTS	
4110 · Gifts-Civic Groups	13,800.00
4115 · Gifts-Churches	10,500.00
4120 · Gifts-Corporations	
4125 · Workplace Fundraising Campaigns	15,000.00
4130 · Employer Matching Gift	9,009.00
4120 · Gifts-Corporations - Other	34,992.00
Total 4120 · Gifts-Corporations	59,001.00
4135 · Gifts-Habitat International	36,188.00
4140 · Gifts-Individuals	186,000.00
4190 · Car Program	30,000.00
4350 · Direct Mailings	
4351 · Annual Donor Letter Spring	0.00
4354 · Annual Donor Letter Year End	0.00
4356 · Prev Yr Final Donor Letter	0.00
Total 4350 · Direct Mailings	0.00
Total 4100 · CASH GIFTS	335,489.00
4200 · PROGRAM SPONSORSHIPS	
4210 · Homebuyer Sponsorship	490,000.00
4240 · Love Your Neighborhood Sponsor$	60,000.00
Total 4200 · PROGRAM SPONSORSHIPS	550,000.00
4300 · FUNDRAISING PROJECTS	
4301 · Shamrock Shuffle	95,000.00
4302 · Special Events	140,000.00
4303 · Bids 4 Builds	0.00
Total 4300 · FUNDRAISING PROJECTS	235,000.00
4400 · GRANTS	
4410 · KHC-AHTF Grant Portion	230,000.00
4411 · KHC-AHTF REPAIR Grant	25,000.00
4420 · FHLB Grant	0.00

4425 · FHLB Home Repair Grant	60,000.00
4450 · HOME/LFUCG Grant	90,000.00
4455 · LFUCG-AHF Grant	315,000.00
4499 · Other Grants	12,000.00
Total 4400 · GRANTS	732,000.00
4600 · RESALE STORE INCOME	
4603 · Purchased Product Sales	60,000.00
4604 · Donations at Checkout	13,600.00
4605 · Customer Refunds	0.00
4606 · NSF Returned Checks	0.00
4614 · Deconstruction	288,000.00
4615 · Recycling Sales	0.00
4616 · Truck Revenue	608,300.00
4600 · RESALE STORE INCOME - Other	1,052,900.00
Total 4600 · RESALE STORE INCOME	2,022,800.00
4700 · GIFTS IN KIND	
4720 · Gifts in Kind - Land	0.00
4730 · Gifts in Kind - Materials/Suppl	5,200.00
4740 · Gifts in Kind - Services & Rent	17,400.00
4750 · Gifts in Kind - Whirlpool App.	14,944.00
Total 4700 · GIFTS IN KIND	37,544.00
4800 · INCOME FROM HOMEOWNERS	
4810 · Home Sale - LHFH Mortgage	0.00
4811 · Home Sale - 3rd party loan	589,000.00
4812 · CHR non-mortgage Income	5,000.00
Total 4800 · INCOME FROM HOMEOWNERS	594,000.00
Total Income	4,538,683.00
Cost of Goods Sold	
5001 · Cost of New Homes Transferred	1,557,947.00
5003 · Cost of Recycled Homes Transf	0.00
5004 · Cost of Neighborhood Repairs	100,000.00
5005 · Cost of ReStore Purchased Goods	20,400.00
Total COGS	1,678,347.00
Gross Profit	2,860,336.00
Expense	
5100 · PAYROLL & BENEFITS EXPENSE	
5110 · Employee Life/Disability Ins	13,098.48
5114 · Workers Comp Insurance	30,316.02
5115 · Fulltime Salaries & Wages	2,205,177.84
5116 · Flexible Hourly Wages	143,006.00
5117 · Payroll Taxes	
5118 · State Unemployment	3,293.84
5119 · Social Security Company	145,587.42
5120 · Medicare	34,048.62

Total 5117 · Payroll Taxes	182,929.88
5121 · Retirement Contribution	111,490.78
5122 · Health Care Expense	301,071.66
5123 · Dental Expense	10,717.98
5135 · Contract Labor	60,000.00
5140 · Employee Hiring Expense	2,400.00
Total 5100 · PAYROLL & BENEFITS EXPENSE	3,060,208.64
5150 · TRAVEL & TRAINING	
5151 · Lodging	0.00
5152 · Meals	2,864.00
5153 · Mileage	1,140.00
5154 · Plane Tickets	0.00
5155 · Seminars/Conf./Events/Training	870.00
5156 · Travel Misc	120.00
5157 · Vehicle Rental & Gas for travel	0.00
Total 5150 · TRAVEL & TRAINING	4,994.00
5200 · OFFICE	
5203 · Cleaning Service	12,408.00
5204 · Office Supplies	8,760.00
5206 · Subscription Software	34,791.00
5208 · Dues/Memberships/Fees	15,957.01
Total 5200 · OFFICE	71,916.01
5210 · UTILITIES	
5205 · Internet Service	2,639.52
5211 · Electricity	26,350.00
5212 · Gas	8,013.80
5213 · Water	3,810.00
5214 · Trash Removal	27,945.48
5215 · Security System	1,384.00
Total 5210 · UTILITIES	70,142.80
5220 · TELEPHONE	
5222 · Local Service	2,878.80
5223 · Wireless Phone Service	1,439.64
Total 5220 · TELEPHONE	4,318.44
5230 · POSTAGE/SHIPPING	
5231 · Postage - Bulk Mailing	950.00
5233 · Refill stamps	3,072.00
5234 · Postage/Shipping Other	1,236.00
Total 5230 · POSTAGE/SHIPPING	5,258.00
5240 · PROFESSIONAL FEES	
5241 · Retirement Plan Administration	2,200.00
5242 · Payroll Service	17,460.00
5243 · Accounting	33,000.00
5244 · Legal Fees	15,120.00

5245 · Consulting Fees	480.00
5247 · Website Management	510.39
5248 · Marketing	42,350.00
Total 5240 · PROFESSIONAL FEES	111,120.39
5250 · INSURANCE	
5251 · Volunteer Medical/Disability	917.34
5252 · D&O Liability	2,643.96
5253 · Vehicle Insurance	29,070.92
5254 · Business Insurance	48,438.90
Total 5250 · INSURANCE	81,071.12
5260 · VEHICLE EXPENSE	
5261 · Vehicle Repairs & Maint.	13,800.00
5262 · Fuel	11,000.00
5263 · Tags & Registration	424.50
Total 5260 · VEHICLE EXPENSE	25,224.50
5270 · BANK SERVICE CHARGES	
5271 · Credit Card Merchant Fees	55,613.00
5273 · Banking Service Fees	240.00
Total 5270 · BANK SERVICE CHARGES	55,853.00
5280 · REPAIRS & MAINTENANCE	
5281 · Other Equip Repairs & Maint	1,540.00
5282 · Building & Grounds R/M	11,782.00
5283 · Computer/Office Equip. R/M	37,346.40
5284 · Office Equipment Lease Payment	3,149.76
5285 · Other Equipment Rental	1,720.00
Total 5280 · REPAIRS & MAINTENANCE	55,538.16
5290 · OTHER OFFICE PURCHASES	
5291 · Advertising & Promotions	34,396.00
5292 · Gifts & Honorariums	2,700.00
5293 · Community Engagement	768.00
5294 · Printing & Reproduction	3,600.00
5295 · Safety Program Expense	7,344.00
5296 · Small Tools & Equipment	9,450.00
5297 · Volunteer Misc. Expenses	1,296.00
5299 · Staff Apparel & Uniforms	7,080.00
5360 · Direct Mailing Expense	
5361 · Annual Donor Letter Spring	1,500.00
5362 · Misc Donor Mailings	200.00
5364 · Annual Donor Letter Year End	2,500.00
5365 · Annual Donor Mailing Fall	0.00
Total 5360 · Direct Mailing Expense	4,200.00
Total 5290 · OTHER OFFICE PURCHASES	70,834.00
5300 · FUNDRAISING EVENTS	
5301 · Shamrock Shuffle Expenses	45,000.00

5302 · Special Events	13,000.00
5303 · Bids for Builds	0.00
5394 · Misc. Grant Expense	0.00
Total 5300 · FUNDRAISING EVENTS	58,000.00
5400 · RESTORE SPECIFIC	
5401 · Rent Expense	235,736.40
5402 · Common Area Maintenance	52,000.00
5404 · Pricing Supplies Expense	4,200.00
5406 · Saleable Repair Expense	2,400.00
5408 · Public Restrooms	900.00
5409 · Fixtures & Displays	0.00
5410 · ReStore Resource Development	600.00
Total 5400 · RESTORE SPECIFIC	295,836.40
5450 · DECONSTRUCTION EXPENSE	
5454 · Paint Bulking	7,200.00
Total 5450 · DECONSTRUCTION EXPENSE	7,200.00
5500 · PARTNER FAMILY EXPENSES	
5501 · Credit Reports	3,200.00
5502 · Verification of employment	840.00
5504 · Partner Family Training	500.00
5505 · Home Dedication Supplies	842.00
5506 · Translation Services	13,200.00
5507 · Post Purchase Education	0.00
Total 5500 · PARTNER FAMILY EXPENSES	18,582.00
5595 · Admin Allocation	0.08
5630 · Tithe - Habitat International	7,000.00
5635 · HFHI Affiliate Fees	59,500.00
5710 · Post-Sale Home Repairs	0.00
5720 · Bad Debt / Unfulfilled Pledge	0.00
Total Expense	4,062,597.54
Net Ordinary Income	-1,202,261.54
Other Income/Expense	
Other Income	
4525 · Interest income-non-interest lo	0.00
4950 · Pat Smith Endowment Income	
4955 · Restricted Endowment Donations	0.00
4956 · Change in value	0.00
4957 · Investment Income	0.00
Total 4950 · Pat Smith Endowment Income	0.00
Total Other Income	0.00
Other Expense	
5660 · Pat Smith Endowment Expense	
5665 · Endowment Fund Operating Exp	0.00
5668 · Appropriated Expenditures	0.00

Total 5660 · Pat Smith Endowment Expense	0.00
5900 · ITDA Expenses	
5901 · Interest Expense	31,778.00
5902 · Interest Expense ROU lease	0.00
5903 · Property Taxes	0.00
5905 · Depreciation Expense	80,724.99
5906 · ROU Asset Amortization Expense	0.00
5908 · Mortgage Discount Amortization	0.00
Total 5900 · ITDA Expenses	112,502.99
Total Other Expense	112,502.99
Net Other Income	-112,502.99
Net Income	-1,314,764.53

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
COMMUNITY PROJECT AGREEMENT

THIS COMMUNITY PROJECT AGREEMENT ("Agreement") is made and entered into on the _____ day of _____ 202___, 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 MOVEABLE FEAST LEXINGTON, INC., a Kentucky nonprofit corporation ("Organization"), with offices located at 474 SILVER MAPLE WAY, LEXINGTON, KENTUCKY 40508.

W I T N E S S E T H

WHEREAS, the Organization is a 501(c)(3) nonprofit organization, as defined by the Internal Revenue Code, that owns the property (or properties) located 474 SILVER MAPLE WAY, 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. 29-2025, 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. 29-2025, 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 Twenty-nine Thousand Dollars ($29,000.00) ("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) HYBRID VEHICLE PURCHASE	1) $29,000.00	1) OPERATIONAL INVESTMENTS

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:
Ned Butler Royse, Executive Director
Moveable Feast Lexington, Inc
474 Silver Maple Way
Lexington, KY 40508

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.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

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, Mayor

ATTEST:

_____
Clerk of the Urban County Council

MOVEABLE FEAST LEXINGTON, INC.

BY: _____
Ned Butler Royse, Executive Director

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this the _____ day of _____, 202___, by _____, a Kentucky nonprofit organization.

My commission expires: _____

Commission number: _____

_____
Notary Public, State-at-Large, Kentucky

EXHIBIT A

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

Lexington-Fayette
Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #29-2025 Nonprofit Capital Grants Program – Operational Investments** 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, _____, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of_____, the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 20__.

My Commission expires: _____

_____
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

- Section 503 of the Rehabilitation Act of 1973 states:

  The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

****

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

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

_____ _____

Signature *Name of Business*

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

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, safely 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 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.

00548704

Lexington-Fayette Urban County Government
Request for Proposals

Nonprofit Capital Grant Program
Operational Investments
Scope of Work

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

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

- **NOTE: Agencies who received funding from the 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 Operational Investments, for the purchase of major equipment, such as a generator or vehicle.

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

Proposal Deadline – 2 P.M. 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

A. 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.

B. 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.

C. 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

D. 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.

E. 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 Teams 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.

F. Evaluation

This is a competitive grant process, with Proposals 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.

G. Selection

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

H. 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
- 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. Operational Investments must be for the purpose of serving Fayette County residents with these grant funds
2. Be in good standing with the Kentucky Secretary of State
3. Responders shall be registered and have a current, complete 2025 Gold Seal of Transparency or higher level agency portrait on 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 $13,000 in Operational Investments** (*Agencies may bundle Operational Investments projects to meet the $13,000 minimum)*. **Maximum award is $30,000.**

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

A. Information Technology & Telecommunication *(Servers, Computer Systems, Database Systems, etc.)*
B. Fleet and Mobile Service Units
C. Generators, Alternative Power Supply
D. Security Cameras, Safety Controls
E. Other Major Operational Equipment

Grant Award Allocation

Operational Investments

Funding Pool *	$180,600
Minimum Request **	$13,000
Maximum Request	$30,000

*****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 Operational Investments must be for the purpose of serving Fayette County residents with these grant funds
2. Be in good standing with the Kentucky Secretary of State
3. Responders shall be registered and have a current, complete 2023 Gold Seal of Transparency or higher level agency portrait on Candid.org
   If you haven't updated your 2022 Gold Seal, you will need to log into Candid and do so. Learn how to earn your 2023 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 laws

4.2 Demonstrated Need

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

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

4.3 Applicant Capacity for Project

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

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

4.4 Operational Feasibility

The application must include:

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

4.5 Cost Analysis – *and attachments*

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

LFUCG reserves the right to adjust funding amounts.

PROPOSAL SUBMITTAL COVER SHEET

Agency Information

Agency Name:_____

Mailing Address:_____

Street Address:_____

Phone: (____) _____ - 492 _____

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)*:

_____

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

_____

Project Information

Funding Requested by Project, if bundling multiple Projects:

Project: _____ Request $ _____
Operational Investment project

Project: _____ Request $ _____
Operational Investment project

Project:_____ Request $ _____
Operational Investment project

Project:_____ Request $ _____
Operational Investment project

Total Funding Amount Requested: $ 30,000.00

- **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 $180,600. Minimum Total Request per agency is $13,000; Maximum Total Request per Agency is $30,000**
- **If applying for/bundling multiple projects, submit a 5 section narrative for each project.**

EXHIBIT B

Response to Request for Proposal

PROPOSAL SUBMITTAL COVER SHEET

Agency Information

Agency Name: Moveable Feast Lexington, Inc.

Mailing Address: PO Box 367 Lexington, KY 40588

Street Address: 474 Silver Maple Way Lexington, KY 40508

Phone: (859) 252 - 2867

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)*:

Ned Butler Royse, Executive Director, 859-252-2867, ned@feastlex.org

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

Ned Butler Royse, Executive Director, 859-252-2867, ned@feastlex.org

Project Information

Funding Requested by Project, if bundling multiple Projects:

Project: Hybrid Vehicle Purchase — Request $ 29,000
Operational Investment project

Project: _____ — Request $ _____
Operational Investment project

Project: _____ — Request $ _____
Operational Investment project

Project: _____ — Request $ _____
Operational Investment project

Total Funding Amount Requested: $ 29,000

- **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 $180,600. Minimum Total Request per agency is $13,000; Maximum Total Request per Agency is $30,000**
- **If applying for/bundling multiple projects, submit a 5 section narrative for each project.**

Grant Proposal Response to RFP #29-2025 - Moveable Feast Lexington, Inc.

Executive Summary

Moveable Feast Lexington, Inc. (MFL) respectfully submits this proposal requesting $29,000 in operational investment support through the Nonprofit Capital Grant Program. These funds will be used to purchase a hybrid automobile that will strengthen our daily operations and ensure reliable service delivery to some of Fayette County's most vulnerable residents.

For three decades, MFL has provided free, nutritious, home-delivered meals to low-income individuals living with HIV/AIDS and those reliant on Hospice care here in Lexington. In 2024 alone, we delivered over 30,000 meals to approximately 100 clients. Most of our clientele live below the poverty line, are medically fragile, and face barriers to both food access and healthcare. For many, our staff and volunteers are their only consistent point of human connection and care in their day-to-day lives.

Currently, our van is used daily and we need another smaller vehicle as we grow our service over the next few years. We are estimating a 20% increase in demand for our services by 2027. We are putting in this request preemptively to prevent service disruptions in essential tasks such as food pickups, supply runs, donor deliveries, and smaller-scale meal transport. We often find ourselves in need of a more maneuverable, smaller vehicle for daily errands around town while the van is utilized.

This grant will allow MFL to:
1. Ensure safe, consistent, and timely operations that directly support daily meal delivery.
2. Reduce fuel and repair costs through the use of a hybrid vehicle, allowing more funds to be directed to client care.
3. Establish our long-term sustainability while reducing environmental impact.

We are confident in our capacity to manage this project responsibly. With a proven record of grant compliance, audited financials, and a committed leadership team averaging tenure of over a decade, MFL is well positioned to complete this investment early in the grant cycle and maximize its community impact.

On behalf of our clients, our neighbors here in Fayette County who rely on these daily meals as a lifeline, we thank you for considering this request. With your support, we can

continue to fight hunger, improve health outcomes, and uphold the dignity of Fayette County residents facing life's greatest challenges.

With Thanks,
Ned Butler Royse, Executive Director
Moveable Feast Lexington, Inc.

Section 1: Services to Low-Income, Underserved, or Marginalized Residents

Moveable Feast Lexington, Inc. (MFL) is a 501(c)(3) nonprofit providing free, nutritious meals to Fayette County residents living with HIV/AIDS and those on Hospice residing in Lexington-Fayette County. We are on track to soon reach a benchmark of 1,000,000 meals served, as we reached over 800,000 in 2024 and we are seeing an increase in demand for service provided.
Though we do not publicly release client demographics for security reasons, we serve exclusively low-income residents, the vast majority of whom come from or identify as members of underserved communities. We serve marginalized populations including disabled folks, women, LGBTQ+ residents, seniors, and people of color. We hold a Platinum Seal of Transparency on Candid.org and comply fully with all federal, state, and local laws.

Section 2: Demonstrated Need

We seek funding for a hybrid automobile to free up our van for more deliveries while assuring our daily operations are not negatively impacted. The car will be used for daily errands, pickups, supply runs, donor deliveries, and transport to and from events. This vehicle will be used to supplement our existing delivery routes as well, allowing an additional staff member to serve in this capacity.

Over the last few years, we have seen a year-over-year increase in client demand with consistent growth between 2%-5% annually. Given the increase in locals reliant on Hospice care, we expect to add an additional 20-30 clients to our daily headcount by the end of 2026. While adding on cold lunch service, meals for families and caretakers, and expanding our service area to the edges of Lexington-Fayette County has benefitted our clients greatly, it has left our logistic capacity quite lean. We frequently find ourselves in need of one more vehicle, one more driver, or one more route to cover.

Currently, we are almost at capacity each day and rely heavily on volunteers to use their own vehicles for our weekday meal deliveries. As demand increases, an additional

vehicle can help us meet that need without taking up as much space and resource as our large cargo van. A new hybrid vehicle will ensure efficiency, reduce fuel costs, and sustain service delivery for clients who depend on us daily.

Section 3: Applicant Capacity for Project

MFL has a proven track record managing capital projects and grants, including previous grants from LFUCG, transparent PPP loan, and private donor support for specific recurring fundraisers. We consistently meet reporting and compliance requirements. We are fully capable of purchasing, maintaining, and reporting on this capital investment in the same manner as previous grants.

Our new Executive Director brings 12 years of nonprofit leadership at both local and federal levels. Staff are trained in grant compliance, logistics, and fleet management. We undergo annual independent audits and maintain strong fiscal controls with oversight from our active, hardworking Board of volunteers.

Section 4: Operational Feasibility

Timeline:
- Nov–Dec 2025: Solicit bids and select vehicle
- Jan 2026: Purchase, register, insure
- Feb 2026: Vehicle in daily use

Completion of purchase will occur before April 30, 2027.

Sustainability: MFL will cover daily expenses via existing funding channels and through a discounted auto policy rate provided by our current insurer. Hybrid technology reduces long-term costs and environmental impact. We have recently applied to join the green check program and see this new vehicle opportunity as a crucial investment in more environmentally friendly nonprofit work for our city.

Support: Letters of support from partner agencies can be provided by request to confirm our reliability and the importance of this investment. Our volunteers, staff, and Board unanimously support this proposal as do our hungry clients.

Section 5: Cost Analysis

Grant Project Budget:
- Hybrid Vehicle Purchase: $28,000
- Registration/Insurance Setup: $1,000
Total: $29,000
Annual Total Agency Operating Budget: $330,000

This is a one-time cost that will reduce repair expenses, lower fuel costs by half, and immediately increase operational capacity. Costs are consistent with current market rates in Lexington and Louisville. We anticipate the purchase of a small suv or large crossover vehicle with standard safety features. The average price for a used hybrid vehicle with mileage under 50,000 and basic features was determined by averaging costs at local dealerships, Carvana, CarGurus, and references from the Kelley Blue Book price model. As this is a major purchase, our Board will review the vehicle to assure a wise investment is made by our Executive Director who has experience in fleet vehicle acquisition.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
COMMUNITY PROJECT AGREEMENT

THIS COMMUNITY PROJECT AGREEMENT ("Agreement") is made and entered into on the _____ day of _____ 202___, by and between the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and NEW BEGINNINGS BLUEGRASS, a Kentucky nonprofit corporation ("Organization"), with offices located at 1353 WEST MAIN STREET, SUITE 100, LEXINGTON, KENTUCKY 40508.

W I T N E S S E T H

WHEREAS, the Organization is a 501(c)(3) nonprofit organization, as defined by the Internal Revenue Code, that owns the property (or properties) located 1353 WEST MAIN STREET, SUITE 100, 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. 29-2025, 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. 29-2025, 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 Thirty Thousand Dollars ($30,000.00) ("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) SECURITY CAMERA SYSTEM UPGRADE	1) $20,000	1) OPERATIONAL INVESTMENTS
2) KEY FOB ENTRY SYSTEM	2) $10,000	2) OPERATIONAL INVESTMENTS

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:
Christy Shuffett, Executive Director
New Beginnings Bluegrass
1353 West Main Street, Suite 100
Lexington, KY 40508

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.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

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, Mayor

ATTEST:

_____
Clerk of the Urban County Council

NEW BEGINNINGS BLUEGRASS

BY: _____
Christy Shuffett, Executive Director

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this the _____ day of _____, 202___, by _____, a Kentucky nonprofit organization.

My commission expires: _____

Commission number: _____

_____
Notary Public, State-at-Large, Kentucky

EXHIBIT A

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

Lexington-Fayette
Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #29-2025 Nonprofit Capital Grants Program – Operational Investments** 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, _____, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of_____, the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 20__.

My Commission expires: _____

_____
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

- Section 503 of the Rehabilitation Act of 1973 states:

  The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

****

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

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

_____ _____

Signature *Name of Business*

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

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, safely 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 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.

00548704

Lexington-Fayette Urban County Government
Request for Proposals

Nonprofit Capital Grant Program
Operational Investments
Scope of Work

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

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

- **NOTE: Agencies who received funding from the 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 Operational Investments, for the purchase of major equipment, such as a generator or vehicle.

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

Proposal Deadline – 2 P.M. 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

A. 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.

B. 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.

C. 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

D. 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.

E. 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 Teams 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.

F. Evaluation

This is a competitive grant process, with Proposals 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.

G. Selection

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

H. 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
- 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. Operational Investments must be for the purpose of serving Fayette County residents with these grant funds
2. Be in good standing with the Kentucky Secretary of State
3. Responders shall be registered and have a current, complete 2025 Gold Seal of Transparency or higher level agency portrait on 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 $13,000 in Operational Investments** (*Agencies may bundle Operational Investments projects to meet the $13,000 minimum)*. **Maximum award is $30,000.**

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

A. Information Technology & Telecommunication *(Servers, Computer Systems, Database Systems, etc.)*
B. Fleet and Mobile Service Units
C. Generators, Alternative Power Supply
D. Security Cameras, Safety Controls
E. Other Major Operational Equipment

Grant Award Allocation

Operational Investments

Funding Pool *	$180,600
Minimum Request **	$13,000
Maximum Request	$30,000

*****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 Operational Investments must be for the purpose of serving Fayette County residents with these grant funds
2. Be in good standing with the Kentucky Secretary of State
3. Responders shall be registered and have a current, complete 2023 Gold Seal of Transparency or higher level agency portrait on Candid.org
   If you haven't updated your 2022 Gold Seal, you will need to log into Candid and do so. Learn how to earn your 2023 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 laws

4.2 Demonstrated Need

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

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

4.3 Applicant Capacity for Project

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

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

4.4 Operational Feasibility

The application must include:

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

4.5 Cost Analysis – *and attachments*

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

LFUCG reserves the right to adjust funding amounts.

PROPOSAL SUBMITTAL COVER SHEET

Agency Information

Agency Name:_____

Mailing Address:_____

Street Address:_____

Phone: (____) _____ - 492 _____

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)*:

_____

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

_____

Project Information

Funding Requested by Project, if bundling multiple Projects:

Project: _____ Request $ _____
Operational Investment project

Project: _____ Request $ _____
Operational Investment project

Project:_____ Request $ _____
Operational Investment project

Project:_____ Request $ _____
Operational Investment project

Total Funding Amount Requested: $ 30,000.00

- **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 $180,600. Minimum Total Request per agency is $13,000; Maximum Total Request per Agency is $30,000**
- **If applying for/bundling multiple projects, submit a 5 section narrative for each project.**

EXHIBIT B

Response to Request for Proposal

PROPOSAL SUBMITTAL COVER SHEET

Agency Information

Agency Name: New Beginnings Bluegrass

Mailing Address: 1353 W. Main Street, Suite 100, Lexington, KY 40508

Street Address: 1353 W. Main Street, Suite 100, Lexington, KY 40508

Phone: (859) 245 - 2400

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)*:

Christy Shuffett, Executive Director, 859-245-2400, christy@nbbg.org

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

Christy Shuffett, Executive Director, 859-245-2400, christy@nbbg.org

Project Information

Funding Requested by Project, if bundling multiple Projects:

Project: Security Camera System Upgrade — Request $ 20,000
Operational Investment project

Project: Key-Fob Entry System — Request $ 10,000
Operational Investment project

Project: _____ — Request $ _____
Operational Investment project

Project: _____ — Request $ _____
Operational Investment project

Total Funding Amount Requested: $ 30.000

- **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 $180,600. Minimum Total Request per agency is $13,000; Maximum Total Request per Agency is $30,000**
- **If applying for/bundling multiple projects, submit a 5 section narrative for each project.**

NEW BEGINNINGS, BLUEGRASS, INC.

2025 NONPROFIT CAPITAL GRANTS PROGRAM – OPERATIONAL INVESTMENTS

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

New Beginnings Bluegrass (NBBG) is a nonprofit organization dedicated to providing safe, affordable housing and client-centered support services to individuals with serious mental illness (SMI) in Lexington – Fayette County. Through our Permanent Supportive Housing (PSH) program, tenants pay approximately 30% of their adjusted monthly income for rent and utilities and have access to voluntary services that promote housing stability, independence, and community integration.

Safe, stable housing is a cornerstone of health and wellbeing. When residents feel secure in their homes, they are better able to manage stress, engage in recovery supports, and maintain long-term stability.

This grant will fund two separate but related projects: upgrading to hard-wired security cameras and installing key-fob entry systems. Together, these improvements will address safety concerns, reduce the risk of victimization, and create an environment where residents can fully engage in supportive services and work toward long-term stability.

These upgrades will directly benefit Lexington – Fayette County residents living in NBBG-owned housing units at 212 St. Margaret Drive, 153 St. James Drive, 1470 Etawah Drive, 2804/2808/2812/2816 Ryan Circle, and 1662/1666/1670 Alexandria Drive. NBBG is a registered nonprofit in good standing with the Kentucky Secretary of State and holds a current Platinum Seal of Transparency on Candid.org for 2025. Grant funds will not be used to teach, advance, advocate, or promote any religion, and all activities will comply with applicable local, state, and federal laws. This funding will directly support NBBG's mission by ensuring residents have safe, secure housing that is essential to their stability, recovery, and overall wellbeing.

Section 2: Demonstrated Need

Ensuring resident safety is essential to maintaining housing stability and supporting recovery for individuals with serious mental illness (SMI). Research shows that people with SMI are more than four times as likely to be victims of violent crimes such as assault, sexual violence, or robbery, and four to six times more likely to experience nonviolent victimization, including theft and financial exploitation. Protecting residents from harm and promoting their long-term stability and wellbeing is at the heart of New Beginnings Bluegrass' mission.

Our current security systems, which rely on wireless cameras and traditional key-based locks, are no longer adequate. Cameras often fail to record important incidents, and keys can be lost and duplicated, leaving residents exposed to unauthorized access. These gaps threaten housing stability and contribute to resident concern about property security. Local crime data show that elevated rates of theft and burglary near some NBBG properties.

National best practices in Permanent Supportive Housing (PSH) emphasize that safe, secure housing is essential to recovery and long-term stability. The proposed ***Security Camera System Upgrade*** and ***Key-Fob Entry System*** projects will eliminate the risk of lost or copied keys, provide reliable monitoring, and create a secure environment where residents can feel safe in their homes.

Section 3: Applicant Capacity for Project

New Beginnings Bluegrass (NBBG) has been providing housing and supportive services to individuals with serious mental illness (SMI) in Lexington-Fayette County since 1997. We own and operate multiple affordable housing units, administer local, state, and federal grants, and maintain full compliance with HUD program requirements. Our experience with capital projects includes successful acquisitions, renovations, and management of properties using a variety of public funding sources, including HOME, HOME-ARP, Federal Home Loan Bank, as well as LFUCG Affordable Housing and Nonprofit Capital grants.

Our leadership team has the expertise needed to successfully manage these projects. Executive Director, Christy Shuffett, M.Ed., has 25 years of experience managing supportive housing programs and services for individuals with SMI, including HUD- and LFUCG-funded capital projects. Finance Director, Bryan Adams, CPA, has 20 years of experience in fiscal management, grant management, compliance, and audit oversight. Jason Kyle, Maintenance Coordinator, has 15 years of experience managing facility improvements, supervising contractors, and ensuring safety and quality standards are met. Together, this team ensures that projects are completed on time, within budget, and in accordance with all grant and regulatory requirements.

NBBG maintains strong fiscal controls, transparent reporting, and internal procedures that guide project implementations from start to finish. Our track record with previous LFUCG grants shows projects completed on schedule, within budget, and in full compliance. With

experienced staff and solid infrastructure, NBBG is fully prepared to execute these security improvements and strengthen the safety of our residents.

Section 4: Operational Feasibility

New Beginnings Bluegrass (NBBG) has a clear plan to implement the proposed security improvements, ensuring that the project is completed safely, on schedule, and in full compliance with grant requirements.

Security Camera System Upgrade Project

- Installation of hard-wired cameras in key exterior and common areas of NBBG-owned buildings.
- Hardware, wiring, storage, and remote access capabilities included.
- Hard-wired cameras provide reliable coverage and reduce gaps and downtime seen in the current wireless system.

Key-Fob Entry System Project

- Replacement or retrofit of 44 apartment doors with electronic key-fob locks integrated into NBBG's existing access control system.
- NBBG will use the vendor previously contracted for key-fobs at our administrative offices, allowing seamless integration and consistent management.
- Installation scheduled to minimize disruption, primarily during daytime hours, with advance resident notice.
- Staff and residents will receive training; NBBG will maintain clear protocols for footage storage, access logs, and privacy protection.
- Vendor service agreements ensure long-term reliability.

The projects will be overseen by a highly qualified team. Executive Director Christy Shuffett, M.Ed., has over 25 years of experience managing housing and supportive services, including LFUCG- and HUD-funded capital projects. Finance Director Bryan Adams, CPA, brings 20+ years of fiscal management and grant administration experience. Maintenance Coordinator Jason Kyle has 10 years of managing facility improvements, supervising contractors, and ensuring safety and quality standards are met.

Both projects are expected to be completed within 4–6 months, well in advance of the April 30, 2027 grant deadline. With bids already secured for several components, NBBG is confident the work will stay on schedule and within budget. The organization also maintains an operational reserve to cover any unforeseen costs and has a strong track record of completing similar projects on time and within budget. Short construction timelines, experienced contractors, and dedicated internal oversight further ensure successful and timely completion of the security improvements.

Section 5: Cost Analysis – and attachments

New Beginnings Bluegrass (NBBG) has developed detailed, sustainable cost estimates for the proposed security upgrades. These estimates are based on initial quotes provided by qualified vendors and licensed contractors, along with research on comparable projects completed in the Lexington area. This method ensures that projected costs are consistent with current market rates and are reasonable for the proposed work.

Security Camera System Upgrade Project

- Security cameras: $20,000

  This cost will cover the cameras, installation, wiring, data storage, and remote access. Hard-wired cameras offer reliable performance and will resolve ongoing maintenance issues and coverage gaps found in our current wireless system.

Key-Fob Entry System Project

- Key fob entry systems: $10,000

  The replacement or retrofit of 48 apartment doors with electronic key-fob locks, including central management software. Electronic locks reduce recurring expenses for rekeying, improve response times during emergencies, and help prevent property loss or damage.

The total estimated cost for both projects is $30,000. Ongoing maintenance costs are included in NBBG's annual operating budget to ensure the systems function reliably over

time. All costs align with local market rates for similar work, and each project has been thoughtfully planned to enhance safety while avoiding unnecessary expenses.

Attachments:

- Attachment 1: Line-item budget for *Security Camera System Upgrade*
- Attachment 2: Line-item budget for *Key-Fob Entry System*
- Attachment 3: Current NBBG agency budget.

ATTACHMENT 1

SECURITY CAMERA SYSTEM UPGRADE BUDGET

New Beginnings, Bluegrass Inc.

RFP #29-2025 – Operational Investments

Security Camera System Upgrade

2804, 2808, 2812, 2816 Ryan Circle

1470 Etawah Drive

1662, 1666, 1670 Alexandria Drive

153 St. James Drive

212 St. Margaret Drive

Materials – cameras, wiring, supplies	$ 8,600
Labor – installation	$ 11,400
Total	$ 20,000

ATTACHMENT 1

KEY-FOB ENTRY SYSTEM BUDGET

New Beginnings, Bluegrass Inc.

RFP #29-2025 – Operational Investments

Key-Fob Entry System

2804, 2808, 2812, 2816 Ryan Circle

1470 Etawah Drive

1662, 1666, 1670 Alexandria Drive

Materials – locks, fobs, wiring, supplies	$ 3,750
Labor – installation	$ 6,250
Total	$ 10,000

ATTACHMENT 4

NEW BEGINNINGS BLUEGRASS AGENCY BUDGET

NEW BEGINNINGS, BLUEGRASS, INC.
BUDGET 2025-2026

	SUPPORTIVE HOUSING	ALEXANDRIA DR	CHRISTMAN	SETTERS	HOUSING FIRST COC (HUD)	EXTENDED SOCIAL RESOURCE (LFUCG)	OLM VOUCHER (DBH)	CDBG (LFUCG)	TOTAL BUDGET
INCOME									
DBH (STATE of KY)	$ 665,486		$ 221,210	$ 64,304			$ (54,000)	$ (0)	$ 897,000
HUD - HOUSING FIRST					$ 603,709				$ 603,709
BGMHMR/OLMSTEAD (Setters)				165,000					$ 165,000
RENTAL INCOME	138,000	$ 144,600	9,900	13,272	13,992				$ 319,764
LHA BLOCK GRANT	146,772		18,480	15,636					$ 180,888
EXTENDED SOCIAL RESOURCE (LFUCG)						$ 73,796			$ 73,796
OLM VOUCHER (STATE of KY)							$ 678,000		$ 678,000
ALEX DR - HOME ARP		66,767							$ 66,767
MEDICAID BILLING	3,000								$ 3,000
CDBG GRANT (LFUCG)								$ 52,615	$ 52,615
GROCERY FEE			10,800	10,800					$ 21,600
OTHER INCOME	46,640				84,300				$ 130,940
									-
TOTAL INCOME	$ 999,898	$ 211,367	$ 260,390	$ 269,012	$ 702,001	$ 73,796	$ 624,000	$ 52,615	$ 3,193,079
EXPENSE									
PERSONNEL	$ 434,254	$ 54,539	$ -	$ -	$ 116,682	$ 57,420	$ 60,000	$ 41,755	$ 764,650
FRINGE BENEFITS	84,906	12,228	-	-	27,164	13,486	24,000	9,609	$ 171,394
TRAVEL EXPENSE	3,000		150	150	6,000	750		750	$ 10,800
TRAINING	2,000		500	250	5,000				$ 7,750
CLIENT SUBSIDIES/ACTIVITIES	15,000		1,500	1,500	62,000				$ 80,000
OFFICE & PROJECT SUPPLIES	15,000		1,000	1,000	10,610	300		300	$ 28,210
LEASING	-		-	-	280,745		540,000		$ 820,745
UTILITIES	92,115	34,500	7,235	9,896	60,000	1,440			$ 205,186
OFFICE/PROGRAM EQUIPMENT	28,280		2,000	750	22,500	200		200	$ 53,930
MAINTENANCE/REPAIR	70,000	42,000	2,500	3,000	27,000				$ 144,500
PROPERTY/LIABILITY/VEHICLE INSURANC	57,379	23,800	3,847	4,488					$ 89,515
PROGRAM ADMINISTRATION	38,000		200	200		200			$ 38,600
DEPRECIATION EXPENSE	100,964	44,300	3,958	6,178					$ 155,400
CONTRACT LABOR	-		228,000	228,000					$ 456,000
MISC OTHER EXPENSE	59,000		500	1,000	84,300				$ 144,800
STAFFED RESIDENCE FOOD			9,000	12,600					$ 21,600
TOTAL EXPENSE	$ 999,898	$ 211,367	$ 260,390	$ 269,012	$ 702,001	$ 73,796	$ 624,000	$ 52,615	$ 3,193,079
EXCESS REVENUES OVER EXPENSES	$ (0)	$ -	$ -	$ -	$ (0)	$ -	$ -	$ -	$ (0)

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
COMMUNITY PROJECT AGREEMENT

THIS COMMUNITY PROJECT AGREEMENT ("Agreement") is made and entered into on the _____ day of _____ 202___, 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 THE NEST – CENTER FOR WOMEN, CHILDREN AND FAMILIES, a Kentucky nonprofit corporation ("Organization"), with offices located at 530 NORTH LIMESTONE, LEXINGTON, KENTUCKY 40508.

W I T N E S S E T H

WHEREAS, the Organization is a 501(c)(3) nonprofit organization, as defined by the Internal Revenue Code, that owns the property (or properties) located 530 NORTH LIMESTONE, 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. 29-2025, 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. 29-2025, 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 Twenty-Four Thousand Dollars ($24,000.00) ("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) SECURITY UPGRADE PROJECT	1) $24,000	1) OPERATIONAL INVESTMENTS

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:
Jeffrey White, Executive Director
The Nest – Center For Women, Children And Families
530 North Limestone
Lexington, KY 40508

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.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

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, Mayor

ATTEST:

_____
Clerk of the Urban County Council

THE NEST – CENTER FOR WOMEN, CHILDREN AND FAMILIES

BY: _____
Jeffrey White, Executive Director

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this the _____ day of _____, 202___, by _____, a Kentucky nonprofit organization.

My commission expires: _____

Commission number: _____

_____
Notary Public, State-at-Large, Kentucky

EXHIBIT A

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

Lexington-Fayette
Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #29-2025 Nonprofit Capital Grants Program – Operational Investments** 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.

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.

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, JEFFREY A. WHITE, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is JEFFREY A. WHITE and he/she is the individual submitting the proposal or is the authorized representative of THE NEST-CENTER FOR WOMEN, CHILDREN, + FAMILIES the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

_____

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Jeffrey A. White on this the 6th day of October, 2025

My Commission expires: May 15th, 2029

Casienja Roselene Harris
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Section 503 of the Rehabilitation Act of 1973 states:

  The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

****

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

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

Signature JEFFREY A. WHITE EXECUTIVE DIRECTOR

THE NEST-CENTER FOR WOMEN, CHILDREN + FAMILIES
Name of Business

Firm Submitting Proposal: THE NEST-CENTER FOR WOMEN, CHILDREN, & FAMILIES

Complete Address: 530 N. LIMESTONE ST LEXINGTON KY 40508
Street City Zip

Contact Name: JEFFREY A. WHITE Title: EXECUTIVE DIRECTOR

Telephone Number: 859-259-1974 Fax Number: 859-254-9465

Email address: JWhite@thenestlexington.org

The Nest - Center for Women, Children and Families

530 N Limestone St
Lexington, KY 40508

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, safely 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 JEFFREY A. WHITE
EXECUTIVE DIRECTOR

10-6-25
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
Operational Investments
Scope of Work

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

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

- **NOTE: Agencies who received funding from the 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 Operational Investments, for the purchase of major equipment, such as a generator or vehicle.

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

Proposal Deadline – 2 P.M. 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

A. 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.

B. 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.

C. 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

D. 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.

E. 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 Teams 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.

F. Evaluation

This is a competitive grant process, with Proposals 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.

G. Selection

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

H. 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
- 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. Operational Investments must be for the purpose of serving Fayette County residents with these grant funds
2. Be in good standing with the Kentucky Secretary of State
3. Responders shall be registered and have a current, complete 2025 Gold Seal of Transparency or higher level agency portrait on 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 $13,000 in Operational Investments** (*Agencies may bundle Operational Investments projects to meet the $13,000 minimum)*. **Maximum award is $30,000.**

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

A. Information Technology & Telecommunication *(Servers, Computer Systems, Database Systems, etc.)*
B. Fleet and Mobile Service Units
C. Generators, Alternative Power Supply
D. Security Cameras, Safety Controls
E. Other Major Operational Equipment

Grant Award Allocation

Operational Investments

Funding Pool *	$180,600
Minimum Request **	$13,000
Maximum Request	$30,000

*****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 Operational Investments must be for the purpose of serving Fayette County residents with these grant funds
2. Be in good standing with the Kentucky Secretary of State
3. Responders shall be registered and have a current, complete 2023 Gold Seal of Transparency or higher level agency portrait on Candid.org
   If you haven't updated your 2022 Gold Seal, you will need to log into Candid and do so. Learn how to earn your 2023 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 laws

4.2 Demonstrated Need

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

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

4.3 Applicant Capacity for Project

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

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

4.4 Operational Feasibility

The application must include:

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

4.5 Cost Analysis – *and attachments*

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

LFUCG reserves the right to adjust funding amounts.

PROPOSAL SUBMITTAL COVER SHEET

Agency Information

Agency Name:_____

Mailing Address:_____

Street Address:_____

Phone: (____) _____ - 492 _____

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)*:

_____

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

_____

Project Information

Funding Requested by Project, if bundling multiple Projects:

Project: _____ Request $ _____
Operational Investment project

Project: _____ Request $ _____
Operational Investment project

Project:_____ Request $ _____
Operational Investment project

Project:_____ Request $ _____
Operational Investment project

Total Funding Amount Requested: $ 30,000.00

- **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 $180,600. Minimum Total Request per agency is $13,000; Maximum Total Request per Agency is $30,000**
- **If applying for/bundling multiple projects, submit a 5 section narrative for each project.**

EXHIBIT B

Response to Request for Proposal

LEXINGTON

RFP #29-2025 Nonprofit Capital Grant Program
Operational Investments

PROPOSAL SUBMITTAL COVER SHEET

Agency Information

Agency Name: The Nest- Center for Women, Children and Families

Mailing Address: 530 N Limestone Lexington KY 40508

Street Address: 530 N Limestone Lexington KY 40508

Phone: (859) 259 - 1974

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)*:

Jeffrey White, Executive Director, 859-259-1974 x223, jwhite@thenestlexington.org

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

Jenny Norman, Assistant Executive Director, 859-259-1974 x228, jnorman@thenestlexington.org

Project Information

Funding Requested by Project, if bundling multiple Projects:

Project: The Nest Security Upgrade Project — Request $ 24,000
Operational Investment project

Project: _____ — Request $ _____
Operational Investment project

Project: _____ — Request $ _____
Operational Investment project

Project: _____ — Request $ _____
Operational Investment project

Total Funding Amount Requested: $ 24,000

- **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 $180,600. Minimum Total Request per agency is $13,000; Maximum Total Request per Agency is $30,000**
- **If applying for/bundling multiple projects, submit a 5 section narrative for each project.**

THE NEST PROJECT NARRATIVE

Project Narrative: Security System Upgrade – The Nest Child Care & Family Assistance Programs

Section 1: Direct Provision of Services to Low-Income, Underserved, or Marginalized Residents

At The Nest – Center for Women, Children, and Families, safety is one of our core values. Since 1977, our mission has been to prevent the abuse and neglect of children and adults by supporting families in crisis through education, counseling, advocacy, and resources.

We provide free, trauma-informed services to families in Lexington's highest-poverty neighborhoods. Our Child Care Program, located in Duncan Park, offers high-quality free emergency childcare for children birth through age five, while the Family Assistance Program, housed in the historic city owned Morton House, provides essential items such as toiletries, diapers, and baby equipment to stabilize families in crisis. More than 90% of the families we serve reside in Fayette County, ensuring that our services directly impact the local community.

The majority of our families face multiple layers of vulnerability: over 85% live below the federal poverty line, approximately 75% are single-parent households, and nearly half speak a language other than English at home. Many are also navigating domestic violence, protection orders, or custody disputes. For these families, a safe and welcoming environment is essential, it is the foundation that allows children to learn and parents to engage with services that foster resilience and stability.

We meet all LFUCG criteria:
- Our programs serve Fayette County residents.
- The Nest is in good standing with the Kentucky Secretary of State.
- We exceed the requirement of a current Gold Seal of Transparency on Candid.org by maintaining a Platinum Seal
- Grant funds will not be used to advance or promote any religion.
- We comply with all applicable local, state, and federal regulations.

Section 2: Demonstrated Need

As a trauma-informed center, The Nest understands that safety and trust are the foundation of healing. Many of the families who walk through our doors are in moments of deep crisis, some are actively fleeing domestic violence, others are navigating high-risk situations involving protective orders or contentious custody battles. For these families, a secure environment is not just a comfort, it is a

lifeline, and feeling protected within our spaces is just as critical as the services we provide.

At present, staff in both our Childcare and Family Assistance programs must physically leave classrooms or service areas to answer doors. This not only disrupts supervision and service delivery but also introduces potential safety risks. Upgrading our facilities with security cameras, doorbell access, and remote-controlled locks will allow staff to maintain safety and supervision while ensuring only authorized individuals can enter. These improvements will create a more secure, trauma-informed environment where children and families can focus on healing, stability, and growth.

By installing security cameras with doorbell access and remote-controlled door locks, we will:
- Prevent unauthorized entry and protect families involved in sensitive or high-risk situations.
- Maintain proper supervision ratios in childcare while keeping doors secure.
- Provide a safe, welcoming environment that promotes trust and emotional well-being for families in crisis.
- Reinforce our trauma-informed care approach by ensuring children and families feel protected while receiving support.

This project will remedy current vulnerabilities and align our physical environment with the safety needs of the population we serve.

Section 3: Applicant Capacity for Project

The Nest has over 48 years of experience providing direct services and managing local, state, and federal grants. Our leadership team has successfully implemented multiple capital improvement projects, including recent renovations to The Nest Advocacy Center and program areas funded through public and private partnerships.

We have established procurement and fiscal controls to ensure grant compliance, and our staff includes experienced grant managers, licensed childcare administrators, and facilities professionals.

In prior LFUCG-funded projects, The Nest has consistently met reporting requirements, adhered to timelines, and responsibly managed awarded funds. Our infrastructure and team are fully capable of managing this project from bid to completion, including contractor coordination, permitting, and financial oversight.

Section 4: Operational Feasibility

This project will be implemented within six months of funding. Steps include:
1. Solicit bids from qualified security vendors.
2. Select vendor(s) and finalize contracts.
3. Install security cameras, doorbell systems, and remote access locks at both program sites.
4. Train staff in system use, emergency protocols, and trauma-informed communication with families regarding security.
5. Conduct follow-up testing and review to ensure functionality and reliability.

The project will be complete and fully operational no later than June 2026, well within the LFUCG deadline of April 2027.

Section 5: Cost Analysis

The total cost of the project is estimated at $24,000, which includes equipment, installation, staff training, and ongoing maintenance of security enhancements at both the Child Care Center and The Morton House. We are requesting $24,000 from LFUCG to fully fund this project, ensuring that critical safety upgrades are completed without delay. This investment will directly strengthen the security of our trauma-informed programs, protecting vulnerable children, families, and staff.

Detailed line-item project and agency budgets are attached.

THE NEST

PROJECT

BUDGET

The Nest - Center for Women, Children, and Families

The Nest Security Project Budget

	Projected Budget	Requested Funding
2 IP Solo with Camera, Surface Mounted	Included	
2 Indoor Viewer Answering Aunits, 7" Touchscreen	Included	
Wibox Siren Single Gan Directoral In/Out	Included	
Maintenance and Monitoring of System	Included	
Total Estimated Project Budget	**$24,000.00**	**$24,000.00**

THE NEST AGENCY BUDGET

The Nest - Center for Women, Children, and Families
Profit & Loss Budget Overview
July 2025 through June 2026

	Jul '25 - Jun 26	
Ordinary Income/Expense		
Income		
4000 · Contributions		
4010 · Contributions - Individuals		
4012 · Individual Donor Advised Funds	1,950.00	
4162 · Board Member Contribution	20,000.00	
4010 · Contributions - Individuals - Other	446,050.00	
Total 4010 · Contributions - Individuals		468,000.00
4020 · Contributions - Corporate		170,000.00
Total 4000 · Contributions		638,000.00
4015 · Kentucky State Budget Line Item		100,000.00
4023 · Fundraising Mailing		
4025 · Mother's Day Mailing	10,000.00	
4035 · Christmas Mailing	16,000.00	
4038 · Endowment Letter	5,000.00	
Total 4023 · Fundraising Mailing		31,000.00
4100 · Fundraising Events		
4107 · Restaurant/Bar Fundraising	7,000.00	
4109 · Good Giving Challenge	40,000.00	
4116 · Reindeer Express	75,000.00	
4134 · Love The Nest	9,000.00	
4142 · Guardians of The Nest	5,000.00	
4147 · Family Fun Day	25,000.00	
4148 · Facebook Post Events	3,000.00	
4154 · Spring Event	30,000.00	
4219 · Pickleball for Purpose	10,000.00	
4242 · An Evening with The Nest	5,000.00	
4100 · Fundraising Events - Other	38,131.00	
Total 4100 · Fundraising Events		247,131.00
4125 · A Night for The Nest.		
4115 · Event Tickets	35,000.00	
4118 · Silent and Live Auction Income	20,000.00	
4122 · Contributions to The Nest	5,000.00	
4128 · Sponsorship-Night for The Nest	60,000.00	
4156 · Fund A Need	30,000.00	
4166 · Raffle Income for Event	10,000.00	
Total 4125 · A Night for The Nest.		160,000.00
4159 · Trust Accounts		
4158 · Anne Stoll Camden	43,658.00	
Total 4159 · Trust Accounts		43,658.00
4160 · Endowments		10,000.00
4167 · Clubs and Organizations		2,500.00
4180 · Foundations		
4182 · Orphan Society of Lexington	10,000.00	
4188 · Kentucky Colonels	9,000.00	
4192 · Cobb Foundation	10,000.00	
4195 · Cralle Foundation	7,500.00	
4199 · Hollis Brain Foundation	5,000.00	
4203 · Rotary Club Endowment	2,000.00	
4205 · PNC Foundation	10,000.00	
4220 · Kentucky Bar Foundation	10,000.00	
4221 · Hampton Family Foundation	25,000.00	
4226 · Marksbury Foundation	3,000.00	
4228 · MacAdam Early Childhood & Liter	10,000.00	

The Nest - Center for Women, Children, and Families
Profit & Loss Budget Overview
July 2025 through June 2026

	Jul '25 - Jun 26	
4231 · Fayette Bar Foundation	4,000.00	
4180 · Foundations - Other	73,900.00	
Total 4180 · Foundations		179,400.00
4295 · Sorority/Fraternity Income		25,000.00
4299 · Faith Based Revenue		15,000.00
4300 · Grants		
4175 · Kentucky Utilities	10,000.00	
4200 · United Way REGIONAL Grant	12,000.00	
4238 · Target	3,360.00	
4330 · VOCA	133,965.00	
4331 · PCAK - Prevent Child Abuse KY	52,992.00	
4332 · Department of Transportation	20,000.00	
4335 · VAWA	160,734.00	
4370 · LFUCG	332,500.00	
4390 · Toyota	20,000.00	
4399 · Other Grants	34,360.00	
Total 4300 · Grants		779,911.00
4500 · Fees for Services		
4520 · Parent Fees	18,000.00	
Total 4500 · Fees for Services		18,000.00
4710 · Interest/Dividend Income		6,900.00
4750 · STARS Certification Income		3,500.00
Total Income		2,260,000.00
Gross Profit		2,260,000.00
Expense		
5000 · Wages and Benefits		
5010 · Salaries and Wages	1,389,904.00	
5015 · Employer Social Security Taxes	86,173.00	
5016 · Employer Medicare Taxes	20,155.00	
5017 · Employee Health, Dental, & Life	192,799.00	
5018 · Retirement	36,450.00	
5019 · KY Unemployment Employer Exp	1,587.00	
Total 5000 · Wages and Benefits		1,727,068.00
5200 · Contract Labor		
5215 · Bilingual Parenting Instructor	16,268.00	
5220 · AmeriCorps Member	250.00	
Total 5200 · Contract Labor		16,518.00
6000 · Professional Fees		
6005 · Building Sanitation	10,700.00	
6010 · Audit	15,000.00	
6011 · Consulting	33,376.00	
6013 · Supervision	7,600.00	
6014 · Storage Unit	975.00	
6016 · Website Services	1,000.00	
6018 · Extermination	3,000.00	
6019 · Computer Services	15,000.00	
6020 · Alarm Service - Duncan Park	300.00	

The Nest - Center for Women, Children, and Families
Profit & Loss Budget Overview
July 2025 through June 2026

		Jul '25 - Jun 26
6022 · Alarm Service - Calvary		300.00
6025 · Record Retention		1,100.00
6026 · Computer Software		17,500.00
6027 · Interpreting Services		29,000.00
6030 · Marketing Expense		30,000.00
6000 · Professional Fees - Other		2,500.00
Total 6000 · Professional Fees		167,351.00
6050 · A Night for the Nest..		
6053 · Postage and Mailing		1,000.00
6054 · Raffle Expenses		1,500.00
6055 · Decorations		1,500.00
6056 · Band/Entertainment		4,100.00
6057 · Food/Catering		23,500.00
6058 · Printing Costs		1,500.00
6059 · Marketing		4,000.00
6061 · Bank & Credit Card Fees		1,500.00
6064 · Equipment Rental		3,600.00
6065 · Valet Services		4,000.00
6066 · Silent Auction Expense		500.00
6068 · Event Venue		5,015.00
6069 · Insurance- A Night for The Nest		200.00
6050 · A Night for the Nest.. - Other		13,650.00
Total 6050 · A Night for the Nest..		65,565.00
6075 · Fundraising Costs		
6078 · Good Giving Challenge		650.00
6087 · Family Fun Day		5,000.00
6088 · Mother's Day Mailing Fee		4,000.00
6090 · Christmas Mailing Fees		4,500.00
6940 · Reindeer Express		12,500.00
6954 · Pickleball		1,000.00
6075 · Fundraising Costs - Other		13,000.00
Total 6075 · Fundraising Costs		40,650.00
6100 · Insurance		
6110 · Liability Insurance		10,000.00
6120 · D & O Insurance		1,500.00
6160 · Worker's Comp Insurance		7,200.00
6170 · Insurance - Attorney		1,200.00
Total 6100 · Insurance		19,900.00
6200 · Program Expenses		
6225 · Child Care Expenses		
6235 · Groceries	3,000.00	
6236 · Classroom Materials	3,600.00	
Total 6225 · Child Care Expenses		6,600.00
6240 · IPV Expenses		500.00
6270 · Family Assistance Expenses		
6275 · Kentucky Colonels	9,000.00	
6278 · Family Assistance Supplies Expe	18,000.00	
6646 · Car Seats - BUFL	15,000.00	
6649 · Car Seats - KOHS	3,500.00	
6651 · Baby Shower for Clients	10,000.00	
6654 · Diapers	18,000.00	
Total 6270 · Family Assistance Expenses		73,500.00
Total 6200 · Program Expenses		80,600.00
6300 · Occupancy		
6310 · Electricity - Duncan Park		6,250.00

The Nest - Center for Women, Children, and Families
Profit & Loss Budget Overview
July 2025 through June 2026

	Jul '25 - Jun 26	
6312 · Electricity - Calvary	6,000.00	
6320 · Gas - Duncan Park	5,250.00	
6322 · Gas - Calvary	3,700.00	
6330 · Water/Sewer - Duncan Park	5,000.00	
6333 · Water/Sewer - Calvary	1,500.00	
6345 · Maintenance	2,000.00	
6430 · Telephone/Internet-Duncan ParK	4,000.00	
6436 · Telephone/Internet - Calvary	6,600.00	
Total 6300 · Occupancy		40,300.00
6410 · Office Supplies		11,600.00
6420 · Office Equipment		
6423 · Equipment	7,800.00	
6428 · Equipment Maintenance/Contracts	9,300.00	
Total 6420 · Office Equipment		17,100.00
6440 · Postage and Delivery		1,100.00
6450 · Printing/Reproduction Outside		1,500.00
6500 · Travel		
6510 · Mileage/Transportation	7,620.00	
6520 · Hotels/Meals	3,510.00	
6531 · Airfare Expense	4,200.00	
Total 6500 · Travel		15,330.00
6575 · Advertising		1,000.00
6600 · Meetings/Conferences/Trainings		10,550.00
6609 · Tuition Reimbursement		1,000.00
6650 · Donor Cultivation		12,000.00
6675 · Board Development		7,500.00
6680 · Staff Development		7,500.00
6700 · Bank and Credit Card Fees		10,500.00
6800 · Membership Fees & Dues		2,080.00
6850 · Subscriptions and Books		1,698.00
6880 · License and Permits		1,150.00
6885 · Background Checks		440.00
Total Expense		2,260,000.00
Net Ordinary Income		0.00
Net Income		**0.00**

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1122-25

File ID:	1122-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Police
				File Created:	11/20/2025
File Name:	ADMENDMENT - Drug Enforcement Administration - Program Funded State and Local Task Force Agreement			**Final Action:**	

Title: Authorization to amend an agreement with the Drug Enforcement Administration (DEA) Program Funded State and Local Task Force (Reso. 669-2022), for the period of December 15, 2025 through September 30, 2026, to change the number of officers allowed to be assigned to the task force from one (1) officer to two (2) officers. No budgetary impact. (L1122-25)(Weathers/Armstrong)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Cover Memo - ADMENDMENT - Drug Enforcement Administration - Program Funded State and Local Task Force Agreement.pdf, Program Funded State and Local Task Force Agreement-LPD.pdf, Resolution No. 669-2022.pdf	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Renita Happy	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 1122-25

Title

Authorization to amend an agreement with the Drug Enforcement Administration (DEA) Program Funded State and Local Task Force (Reso. 669-2022), for the period of December 15, 2025 through September 30, 2026, to change the number of officers allowed to be assigned to the task force from one (1) officer to two (2) officers. No budgetary impact. (L1122-25)(Weathers/Armstrong)

Summary

Authorization to amend an agreement with the Drug Enforcement Administration (DEA)

Program Funded State and Local Task Force (Reso. 669-2022), for the period of December 15, 2025 through September 30, 2026, to change the number of officers allowed to be assigned to the task force from one (1) officer to two (2) officers. No budgetary impact. (L1122-25)(Weathers/Armstrong)

Budgetary Implications: NO

Advance Document Review:

Law: Yes, Michael Sanner, November 20, 2025

Risk Management: No

Fully Budgeted: N/A

Account Number: N/A

Year Impact: $ -0-

Annual Impact: $ -0-

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

LAWRENCE WEATHERS
CHIEF
LEXINGTON POLICE DEPT.

TO: Mayor Linda Gorton
Urban County Council

Lawrence B. Weathers

FROM: Chief Lawrence B. Weathers
Lexington Police Department

CC: Commissioner Kenneth Armstrong
Department of Public Safety

DATE: November 20, 2025

SUBJECT: AMENDMENT - Drug Enforcement Administration (DEA) –
Program Funded State and Local Task Force Agreement

Request

Authorization to accept the attached amendment to existing agreement with the Drug Enforcement Administration (DEA) Program Funded State and Local Task Force (R669-2022 attached). The amended agreement is effective December 15, 2025 through September 30, 2026.

Why are you requesting?

This amended Program Funded State and Local Task Force Agreement allows for two (2) officer(s) to be assigned to this task force. During this period of assignment, the officers will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force. This agreement may be terminated by either party on thirty days' advance written notice.

The duties of the task force are as listed:

a) Disrupt the illicit drug traffic in the Commonwealth of Kentucky area by immobilizing targeted violators and trafficking organizations.
b) Gather and report intelligence data relating to trafficking in narcotics and dangerous drugs.
c) Conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Kentucky.

The attached amended agreement requires the Mayor's signature. Upon approval and signing, please forward original agreement to the Chief's Office to acquire additional signature. If you have any questions or require additional information, please contact my office.

What is the cost in this budget year and future budget years? N/A
Are the funds budgeted? N/A
File Number: 1122-25
Director/Commissioner: **Lawrence B. Weathers, Chief**
Lexington Police Department

LBW/rmh

Lexington Police Department
PROGRAM - FUNDED STATE AND LOCAL TASK FORCE AGREEMENT
Task Force Group (Lexington)

This agreement is made this 15th day of December 2025, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and Lexington Fayette Urban County Government on behalf of the Division of Police ORI# KY0340200 (hereinafter "LPD"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the Lexington, Kentucky Metropolitan area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the Commonwealth of Kentucky, the parties hereto agree to the following:

1 The Task Force Group (Lexington) will perform the activities and duties described below:

   a. disrupt the illicit drug traffic in the Commonwealth of Kentucky area by immobilizing targeted violators and trafficking organizations;

   b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

   c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of.

2 To accomplish the objectives of the Task Force Group (Lexington), the LPD agrees to detail two (2) experienced officers to the Task Force Group (Lexington) for a period of not less than four years. During this period of assignment, the LPD officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.

3 The parent agency officers assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.

4 The parent agency officers assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 USC § 878.

5 To accomplish the objectives of the Task Force Group (Lexington), DEA will assign four (4) Special Agents to the Task Force. The parent agency agrees to provide and maintain a vehicle for use for each of its assigned Task Force Officers. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and parent agency officers assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6 During the period of assignment to the Task Force Group (Lexington), the parent agency will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the parent agency for overtime payments. Annual overtime for each state and local law enforcement officer is capped at the equivalent to 25% of the salary of a GS-12, step 1, of the general pay scale for the rest of the United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of investigators who incurred overtime for DEA during invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. The parent agency will bill overtime as it is performed and no later than 60 days after the end of each quarter in which the overtime is performed. . ***Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."***

7 In no event will the parent agency charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8 The parent agency shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9 The parent agency shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The parent agency shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this agreement, whichever is later.

10 The parent agency shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11 The parent agency agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The parent agency acknowledges that this agreement will not take effect and no Federal funds will be awarded to the parent agency by DEA until the completed certification is received.

12 When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal

money, the parent agency shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

13 The term of this agreement shall be effective from the date in paragraph number one until September 30, 2026. This agreement may be terminated by either party on thirty days' advance written notice. DEA's support to the Task force, including reimbursement of overtime, is subject to the availability of funds on a fiscal year basis (October 1 through September 30 of the next year). Billing for all outstanding obligations must be received by DEA within 60 days of the end of the fiscal year or within 60 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by parent agency during the term of this agreement on a fiscal year basis, subject to the availability of funds.

For the Drug Enforcement Administration:

_____ _____

Robert J. Scott Date
Special Agent in Charge

For the Lexington-Fayette Urban County Government:

_____ _____

Linda Gorton Date
Mayor

For the Lexington Division of Police:

_____ _____

Lawrence B. Weathers Date
Chief of Police

RESOLUTION NO. 669 -2022

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH DRUG ENFORCEMENT ADMINISTRATION, FOR PARTICIPATION IN THE PROGRAM FUNDED STATE & LOCAL TASK FORCE.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the agreement, which is attached hereto and incorporated herein by reference, with Drug Enforcement Administration, for participation in the Program Funded State & Local Task Force.

Section 2 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: December 6, 2022

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
1188-22:MRS:X:\Cases\POLICE\22-LE0003\LEG\00769205.DOCX

Lexington Police Department
PROGRAM - FUNDED STATE AND LOCAL TASK FORCE AGREEMENT
Task Force Group (Lexington)

This agreement is made this 1st day of October, 2022, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and Lexington Fayette Urban County Government on behalf of the Division of Police ORI# KY0340200 (hereinafter "LPD"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the Lexington, Kentucky Metropolitan area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the Commonwealth of Kentucky, the parties hereto agree to the following:

1 The Task Force Group (Lexington) will perform the activities and duties described below:

a. disrupt the illicit drug traffic in the Commonwealth of Kentucky area by immobilizing targeted violators and trafficking organizations:

b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of.

2 To accomplish the objectives of the Task Force Group (Lexington), the LPD agrees to detail one (1) experienced officer to the Task Force Group (Lexington) for a period of not less than four years. During this period of assignment, the LPD officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.

3 The parent agency officers assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.

4 The parent agency officers assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 USC § 878.

5 To accomplish the objectives of the Task Force Group (Lexington), DEA will assign three (3) Special Agents to the Task Force. The parent agency agrees to provide and maintain a vehicle for use for each of its assigned Task Force Officers-. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and parent agency officers assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6 During the period of assignment to the Task Force Group (Lexington), the parent agency will remain responsible for establishing the salary and benefits, including overtime, of the

officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the parent agency for overtime payments. Annual overtime for each state and local law enforcement officer is capped at the equivalent to 25% of the salary of a GS-12, step 1, of the general pay scale for the rest of the United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of investigators who incurred overtime for DEA during invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. The parent agency will bill overtime as it is performed and no later than 60 days after the end of each quarter in which the overtime is performed. . ***Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."***

7 In no event will the parent agency charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8 The parent agency shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9 The parent agency shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The parent agency shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this agreement, whichever is later.

10 The parent agency shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11 The parent agency agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The parent agency acknowledges that this agreement will not take effect and no Federal funds will be awarded to the parent agency by DEA until the completed certification is received.

12 When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the parent agency shall clearly state: (1) the percentage of the total cost of the

program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

13 The term of this agreement shall be effective from the date in paragraph number one until September 30, 2026. This agreement may be terminated by either party on thirty days' advance written notice. DEA's support to the Task force, including reimbursement of overtime, is subject to the availability of funds on a fiscal year basis (October 1 through September 30 of the next year). Billing for all outstanding obligations must be received by DEA within 60 days of the end of the fiscal year or within 60 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by parent agency during the term of this agreement on a fiscal year basis, subject to the availability of funds.

For the Drug Enforcement Administration:

JEFFREY SCOTT

Digitally signed by JEFFREY SCOTT
Date: 2023.01.04 09:51:21 -05'00'

J. Todd Scott
Special Agent in Charge
Louisville Division

Date

For the Lexington-Fayette Urban County Government:

Linda Gorton
Mayor

12/12/2022
Date

For the Lexington Division of Police:

Lawrence B. Weathers
Chief of Police

11/14/2022
Date

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this from. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriate funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Pt. 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988 and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement, and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction

(e) Notifying the agency in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (Street address, city, country, state, zip code)

Check ☐ if there are workplace on file that are not identified here.

Section 67.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620:

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conditions any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

Linda Hoston

5. Signature

12/2/2020

6. Date

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1123-25

File ID:	1123-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Parks and Recreation
				File Created:	11/20/2025
File Name:	Phoenix Park Reimagined Change Order #8			**Final Action:**	

Title: Authorization to execute Change Order #8 with Haire Construction LLC in the amount of $53,920.00 for Phoenix Park Reimagined Project Contract# 114-2024 / Bid# 20-2024, bringing the total contract amount to $3,440,966.91. For the fabrication and installation of fencing around the play feature and pedestrian fencing along Water St. Funds are budgeted. (L1123-25)(Conrad/Ford)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Phoenix Park Reimagined Change Order 8 Memo, Phoenix Park Reimagined Change Order 8	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Roger Daman	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 1123-25

Title

Authorization to execute Change Order #8 with Haire Construction LLC in the amount of $53,920.00 for Phoenix Park Reimagined Project Contract# 114-2024 / Bid# 20-2024, bringing the total contract amount to $3,440,966.91. For the fabrication and installation of fencing around the play feature and pedestrian fencing along Water St. Funds are budgeted. (L1123-25)(Conrad/Ford)

Summary

Authorization to execute Change Order #8 with Haire Construction LLC in the amount of $53,920.00 for Phoenix Park Reimagined Project Contract# 114-2024 / Bid# 20-2024, bringing the total contract amount to $3,440,966.91. For the fabrication and installation of fencing around the play feature and pedestrian fencing along Water St. Funds are

budgeted. (L1123-25)(Conrad/Ford)
Budgetary Implications [select]: Yes
Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted [select]: Yes
Account Number: 2614 707602 7221 91015
This Fiscal Year Impact: $53,920.00
Annual Impact: No
Project: PHOENIX_PK_2024
Activity: CONSTRUCT_CAP
Budget Reference: 2024
Current Balance: $84,122.95

LINDA GORTON
MAYOR

LEXINGTON

MONICA CONRAD
DIRECTOR
PARKS & RECREATION

MEMORANDUM

TO: Linda Gorton, Mayor
Urban County Council

FROM: Monica Conrad, Director of Parks & Recreation

DATE: November 14, 2025

RE: Authorization to execute Change Order 08 for $53,920.00 with Haire Construction LLC. for Phoenix Park Reimagined Project. The new contract total is $3,440,966.91

Request
Request for Council authorization to execute Change Order 08 with Haire Construction LLC. in the amount of $53,920.00 for Phoenix Park Reimagined Project Contract # 114-2024 / Bid #20-2024

Why are you requesting?
For the fabrication and install of fencing. 59ft of fencing around 2–5-year-old play feature and 25ft of pedestrian fencing along Water Street. Install 2 owner purchased benches and relocate 3 bike racks.

What is the cost in this budget year and future budget years?

The cost for this FY is: $53,920.00
The cost for future FY is: $0

The funds are budgeted.

Account number:
PHOENIX_PK_2024/CONSTRUCT_CAP 2614 707602 7221 91015 774 2024 $53, 920.00

File Number: 1123-25

Director/Commissioner: Conrad/Ford

469 Parkway Drive, Lexington, KY 40504 / 859.288.2900 Phone / 859.254.0142 Fax / lexingtonky.gov

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER Page 1	Date:	November 12, 2025	
	Project:	Phoenix Park Reimagined	
	Location:	100 East Main Street	
To (Contractor): Haire Construction LLC 11214 Decimal Dr. Louisville, KY 40299	Contract No.	114-2024	
	Original Contract Amt.	$3,023,680.00	
	Cumulative Amount of Previous Change Orders	$363,366.91	
	Percent Change - Previous Change Orders		12.02%
	Total Contract Amount Prior to this Change Order	$3,387,046.91	
	Change Order No.	8	

You are hereby requested to comply with the following changes from the contract plans and specification;

Current Change Order

Item No.	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price	
1	Fabricate and install 84' of fencing		$53,120.00	
2	Install 2 benches and relocate 3 bike racks		$800.00	
	See Attached Sheet			
	Total decrease	$0.00		
	Total increase		$53,920.00	
	Net Amount of this Change Order	$53,920.00		
	New Contract Amount Including this Change Order	$3,440,966.91		
	Percent Change - This Change Order			1.78%
	Percent Change - All Change Orders			13.80%

The time provided for the completion in the contract and all provisions of the contract will apply hereto.

Recommended by: Sam Futia _____ (Proj. Mngr.) Date: 11/14/25

Accepted by: Chad Taylor _____ (Contractor) Date: 11/14/25

Approved by: _____ (Director) Date: 11/17/25

Approved by: _____ (Director - Procurement) Date: 11/18/25

Approved by: _____ (Commissioner) Date: 11/18/25

Approved by _____ (Mayor or CAO) Date: _____

JUSTIFICATION FOR CHANGE		
	PROJECT:	Phoenix Park Reimagined
	CONTRACT NO.	114-2024
	CHANGE ORDER:	8

1. Necessity for change: Install additional fencing around 2-5 year old playground. Install pedestria

2. Is proposed change an alternate bid? ___Yes __X__No

3. Will proposed change alter the physical size of the project? ___Yes __X__No
If "Yes", explain.

4. Effect of this change on other prime contractors: N/A

5. Has consent of surety been obtained? ___Yes __X__Not Necessary

6. Will this change affect expiration or extent of insurance coverage? ___Yes __X__No

If "Yes", will the policies be extended? ___Yes ___No

7. Effect on operation and maintenance costs: None

8. Effect on contract completion date: None

Mayor _____ Date _____

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CHANGE ORDER Page 2					DATE: Change Order #: CONTRACT #:	November 12, 2025 8 114-2024	
Project:		Phoenix Park Reimagined					
You are hereby requested to comply with the following changes from the contract plans and specifications;							
Item No.	ADD / DEL	Description of changes	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price
						$ -	$ -
						$ -	$ -
						$ -	$ -

HAIRE
CONSTRUCTION
LLC

11214 Decimal dr.
Louisville, KY 40299
(502) 493-4822 (O)
(502) 546-0326 (C)
Chad.Taylor@Haireconstruction.com

November 11, 2025

Phoenix Park
100 E. Main St.
Lexington, KY 40507

Change Order #8

Proposed modifications to be completed:

- Fabricate and install 59 feet of fencing around the 2–5-year-old playground and 25 feet of fencing at the edge of Park Plaza and Water Street.....$53,120.00

- Install (2), owner purchased, benches in the playground area and move (3) bike racks that are previously installed on site..... ...$800.00

Grand Total..... $53,920.00

If you agree to the terms and bid, please sign and date below.

Sam Futia 11-14-25
Name Date

11-14-25
Haire Date

If you have any further questions, or if there is anything else I can do to earn your business, please don't hesitate to call.

CONTRACT HISTORY FORM

Project Name: Phoenix Park Reimagined

Contractor: Haire Construction

Contract Number and Date: 114-2024

Responsible LFUCG Division: Parks & Recreation

CONTRACT AND CHANGE ORDER DETAILS

A. Original Contract Amount: Next Lowest Bid Amount: $3,940,000.00	$	3,023,680.00	
B. Amount of Selected Alternate or Phase:	$		
C. Cumulative Amount of All Previous Alternates or Phases:	$		
D. Amended Contract Amount:	$	3,023,680.00	
E. Cumulative Amount of All Previous Change Orders:	$	363,366.91	12.0% *(Line E / Line D)*
F. Amount of This Change Order:	$	53,920.00	1.8% *(Line F / Line D)*
G. Total Contract Amount:	$	3,440,966.91	

SIGNATURES

Project Manager: Sam Futia — Date: 11-14-25

Reviewed by: — Date: 11/14/25

Division Director: — Date: 11/17/25

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1124-25

File ID:	1124-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Waste Management
				File Created:	11/20/2025
File Name:	Waste Efficiency Study			**Final Action:**	

Title: Authorization to execute an agreement with NewGen Strategies & Solutions, LLC. for a Collection Efficiency Study with Ordinance Review for LFUCG Division of Waste Management. This is a Houston-Galveston Area Cooperative contract. At a cost of $99,440. Funds are budgeted. (L1124-25)(Baldon/Albright)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Efficiency Study - NewGen Bluesheet 11.20.2025, LFUCG NewGen Contract and Exhibit 2025	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Mason Coffey	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 1124-25

Title

Authorization to execute an agreement with NewGen Strategies & Solutions, LLC. for a Collection Efficiency Study with Ordinance Review for LFUCG Division of Waste Management. This is a Houston-Galveston Area Cooperative contract. At a cost of $99,440. Funds are budgeted. (L1124-25)(Baldon/Albright)

Summary

Authorization to execute an agreement with NewGen Strategies & Solutions, LLC. for a Collection Efficiency Study with Ordinance Review for LFUCG Division of Waste Management. This is a Houston-Galveston Area Cooperative contract. At a cost of $99,440. Funds are budgeted. (L1124-25)(Baldon/Albright)

Budgetary Implications [select]: **Yes**/NO

Advance Document Review:

Law: { Select **Yes**/No, Completed by [Michael Sanner, 11/18/2025]}

Risk Management: {Select Yes/No, Completed by [Official, Date]}

Fully Budgeted [select]: **Yes**/No/Partial

Account Number: 1115-303501-0001-71299

This Fiscal Year Impact: $99,440

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance: $696,074.33

MAYOR LINDA GORTON

LEXINGTON

ANTONIO BALDON
DIRECTOR
WASTE MANAGEMENT

MEMORANDUM

TO: Mayor Linda Gorton
Urban County Council

FROM: Antonio Baldon, Director
Division of Waste Management

DATE: November 19, 2025

SUBJECT: Collection Efficiency Study Agreement with NewGen Strategies & Solutions

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Request: Council authorization to execute an agreement with NewGen Strategies & Solutions, LLC. for a Collection Efficiency Study with Ordinance Review for LFUCG Division of Waste Management. This is a Houston-Galveston Area Cooperative contract.

This agreement has no definite term and will not be automatically renewed. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Client shall pay Consultant for all services rendered to the date of termination plus reasonable expenses for winding down the services. If either party defaults in its obligations hereunder, the non-defaulting party, after giving seven (7) days written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not commenced and diligently continued, terminate this Agreement or suspend performance under this Agreement.

Why are you requesting? The Division of Waste Management is reviewing our collection and operational efficiencies due to help better serve the continual population growth of Lexington-Fayette County along with increased costs in collection services and disposal methods.

What is the cost this budget year and future budget years?
The cost for this budget year is: **$99,440** out of Waste Management's Administrative Professional Services budget.

Reviewed by Law? Yes, Michael Sanner 11/18/2025

Are the funds budgeted? Yes

Account Number: 1115-303501-0001-71299

cc: Nancy Albright, Commissioner- EQPW

675 Byrd Thurman D Lexington KY 40510 / 859 425 2830 Phone / 859 254.0171 Fax / lexingtonky.gov

This **PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is dated November 19, 2025 by and between **NewGen Strategies and Solutions, LLC** ("Consultant"), with offices at 2875 S Orange Ave., Suite 500-1905, Orlando, FL 32806 and Lexington-Fayette Urban County Government ("Client"), with a mailing office at 200 E Main St., Lexington, KY 40507.

NOW, THEREFORE in consideration of the promises herein and for other good and valuable consideration, the parties agree as follows:

1. **Scope of Services**: Consultant and Client agree Consultant will perform services as described in Exhibit A – Scope of Services.

2. **Independent Contractor**: Consultant is an independent contractor and is not an employee of Client. Services performed by Consultant under this Agreement are solely for the benefit of Client. Nothing contained in this Agreement creates any duties on the part of Consultant toward any person not a party to this Agreement.

3. **Standard of Care**: Consultant will perform services under this Agreement with the degree of skill and diligence normally practiced by professional engineers or consultants performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.

4. **Changes/Amendments**: This Agreement and its exhibits constitute the entire agreement between the Parties and together with its exhibits supersede any prior written or oral agreements. This Agreement may not be changed except by written amendment signed by both Parties. The estimate of the level of effort, schedule and payment required to complete the Scope of Services, as Consultant understands it, is reflected herein. Services not expressly set forth in this Agreement or its exhibits are excluded. Consultant shall promptly notify Client if changes to the Scope of Services affect the schedule, level of effort or payment to Consultant and the schedule and payment shall be equitably adjusted. If Consultant is delayed in performing its services due to an event beyond its control, including but not limited to fire, flood, earthquake, explosion, strike, transportation or equipment delays, act of war, or act of God, then the schedule or payment under the Agreement shall be equitably adjusted, if necessary, to compensate Consultant for any additional costs due to the delay.

5. **Fee for Services:** The fee for services associated with Exhibit A will be based the percentage of the project that has been completed as of the date of its monthly invoice plus all reasonable expenses directly related to the services furnished under Exhibit A, or as otherwise set forth in Exhibit A.

6. **Payment**: Client shall pay Consultant for services furnished under this Agreement upon

submission of monthly invoices in an amount equal to the percentage of the project that has been completed. Additionally, Client shall reimburse Consultant monthly for reasonable expenses at cost and at cost plus 10% for the services of any Subconsultant. Client shall pay Consultant in U.S. dollars within thirty (30) days of receipt of invoices less any disputed amounts. If Client disputes any portion of the invoice, the undisputed portion will be paid and Consultant will be notified in writing, within ten (10) days of receipt of the invoice of the exceptions taken. Consultant and Client will attempt to resolve the payment dispute within sixty (60) days or the matter may be submitted to arbitration as provided below. Additional charges for interest shall become due and payable at a rate of one and one-half percent (1-1/2%) per month (or the maximum percentage allowed by law, whichever is lower) on the unpaid, undisputed invoiced amounts. Any interest charges due from Client on past due invoices are outside any amounts otherwise due under this Agreement. If Client fails to pay undisputed invoiced amounts within sixty (60) days after delivery of invoice, Consultant, at its sole discretion, may suspend services hereunder or may initiate collections proceedings, including mandatory binding arbitration, without incurring any liability or waiving any right established hereunder or by law.

Remit Payment To: 275 W. Campbell Road, Suite 440 Richardson, TX 75080. Contact Gretchen Zimmerman at 972-680-2000 for ACH Payment Information.

7. **Indemnity**: To the extent permitted by law, Consultant agrees to indemnify, defend and hold harmless Client and its directors, officers, shareholders and employees from and against any liability (including without limitation, reasonable costs and attorneys' fees) incurred by Client to the extent caused by Consultant's negligent acts, errors or omissions, including judgments in favor of any third party.

   To the extent permitted by law, Client agrees to indemnify, defend and hold harmless Consultant and its directors, officers, shareholders, employees and subconsultants from and against any liability (including, without limitation, reasonable costs and attorney's fees) incurred by Consultant to the extent caused by Client's negligent acts, errors or omissions, including judgments in favor of any third party. This shall not be deemed a waiver of sovereign immunity or any other third party defense available to Client.

8. **Reperformance of Services**: If Client believes any of the services provided under this Agreement do not comply with the terms of this Agreement, Client shall promptly notify Consultant to permit Consultant an opportunity to investigate. If the services do not meet the applicable standard of care, it will promptly reperform the services at no additional cost to Client, including assisting Client in selecting remedial actions. If Client fails to provide Consultant with prompt notice of non-compliance and an opportunity to investigate and reperform its services, Consultant's total obligation to Client will be limited to the costs Consultant would have incurred to reperform the services.

9. **Insurance**: Consultant shall maintain insurance with the following required coverages and minimum limits and upon request, will provide insurance certificates to Client:

Worker's Compensation	Statutory
Employer's Liability	U.S. $1,000,000
Commercial General Liability	U.S. $1,000,000 per occurrence
	U.S. $1,000,000 aggregate
Comprehensive General Automobile	U.S. $1,000,000 combined single limit
Professional Liability	U.S. $1,000,000 per claim and in the aggregate

10. **Work Product**: Client shall have the unrestricted right to use the documents, analyses and other data prepared by Consultant under this Agreement ('Work Products'); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Consultant. If Client releases the Work Products to a third party without Consultant's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion, (b) Consultant shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products and (c) Client shall indemnify, defend and hold Consultant harmless from any and all claims or damages related to the release, change or reuse.

11. **Limitation of Liability**: No employee of Consultant shall have individual liability to Client. To the extent permitted by law, the total liability of Consultant, its officers, directors, shareholders, employees and subconsultants for any and all claims arising out of this Agreement, including attorneys' fees, and whether caused by negligence, errors, omissions, strict liability, breach of contract or contribution, or indemnity claims based on third party claims, shall not exceed the revenue received by Consultant under this Agreement or one hundred fifty thousand dollars (U.S. $150,000.00), whichever is greater. This section shall not apply to property damage or personal injury caused by the willful conduct of Consultant's employees while on Client's property.

12. **No Consequential Damages**: In no event and under no circumstances shall Consultant be liable to Client for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due to late completion or otherwise or for any other economic, consequential, indirect or special damages.

13. **Information Provided by Others**: Client shall provide to Consultant in a timely manner any information Consultant indicates is needed to perform the services hereunder. Consultant may rely on the accuracy of information provided by Client and its representatives.

14. **Opinions of Cost**: Consultant does not control the cost of labor, materials, equipment or services furnished by others, nor does it control pricing factors used by others to accommodate inflation, competitive bidding or market conditions. Consultant estimates of operation expenses or construction costs represent its best judgment as an experienced and qualified professional and are not a guarantee of cost. This section does not apply to the

cost of Consultant performing the Scope of Services.

15. **Safety and Security**: Consultant has established and maintains programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Consultant specifically disclaims any authority or responsibility for job site safety and safety of persons other than Consultant's employees. Consultant shall not provide any such services and disclaims any responsibility under this Agreement related to site security or the assessment, evaluation, review, testing, maintenance, operation or safety practices or procedures related to security.

16. **Termination**: Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Client shall pay Consultant for all services rendered to the date of termination plus reasonable expenses for winding down the services. If either party defaults in its obligations hereunder, the non-defaulting party, after giving seven (7) days written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not commenced and diligently continued, terminate this Agreement or suspend performance under this Agreement.

17. **Dispute Resolution**: Consultant and Client shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if resolution cannot be made to attempt to mediate the conflict by a professional mediator (except for payment disputes which may be submitted directly to arbitration). If mediation does not settle any dispute or action which arises under this Agreement or which relates in any way to this Agreement or the subject matter of this Agreement within ninety (90) days after either requests mediation, the dispute or conflict shall be subject to non-binding arbitration in English under the rules governing commercial arbitration as promulgated by the American Arbitration Association and arbitrability shall be subject to the Federal Arbitration Act.

18. **Non-Solicitation**: Consultant and Client mutually agree that during the term of this Agreement and for a period of one (1) year after any termination, the parties agree not to solicit the other entity's employees related to this Agreement. This clause does not apply where an employee seeks employment in response to an advertisement placed into the public domain for a specific position or other general recruitment activities.

19. **Miscellaneous**:
    a. This Agreement is binding upon and will inure to the benefit of Client and Consultant and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.
    b. Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed or when read receipt is transmitted and received by client if sent via email to the address below:

Client:	Lexington-Fayette Urban County Government
Attention:	
Email Address:	
Address:	

Consultant:	NewGen Strategies and Solutions, LLC
Attention:	Allison Trulock
Email Address:	atrulock@newgenstrategies.net
Address:	2875 S Orange Ave., Suite 500-1905 Orlando, FL 32806
Copy To:	Gretchen Zimmerman NewGen Strategies and Solutions, LLC 275 W. Campbell Road, Suite 440 Richardson, TX 75080 gzimmerman@newgenstrategies.net

c. Client expressly agrees that all provisions of the Agreement, including the clause limiting the liability of Consultant, were mutually negotiated and that but for the inclusion of the limitation of liability clause in the Agreement, Consultant's compensation for services would otherwise be greater and/or Consultant would not have entered into the Agreement.

d. If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and the provision declared invalid or unenforceable shall continue as to other circumstances.

e. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky.

f. In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, as part of its judgment, reasonable attorneys' fees and costs from the other party.

g. Notwithstanding any statute to the contrary, the Parties agree that any action to enforce or interpret this Agreement shall be initiated within two (2) years from the time the party knew or should have known of the fact giving rise to its action, and shall not in any case be initiated later than six (6) years after Consultant completes its Scope of Services under this Agreement.

h. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

IN WITNESS WHEREOF, the Parties have signed this Agreement the date first written above.

CLIENT

Signature _____

Name _____

Title _____

Date _____

NewGen Strategies and Solutions, LLC

Signature Allison Trulock

Name Allison Trulock

Title Managing Director – Solid Waste Practice

Date 11/19/2025

Exhibit A – Scope of Services

NewGen Strategies & Solutions

EXHIBIT A

2875 S Orange Ave.
Suite 500-1905
Orlando, FL 32806
Phone: (407) 247-2370

November 18, 2025
via email to: abaldon@lexingtonky.gov

Mr. Antonio Baldon, Director
City of Lexington
LFUCG Division of Waste Management
675 Byrd Thurman Dr.
Lexington, KY 40510

Subject: Proposal to Conduct a Collection Efficiency Study with Ordinance Review

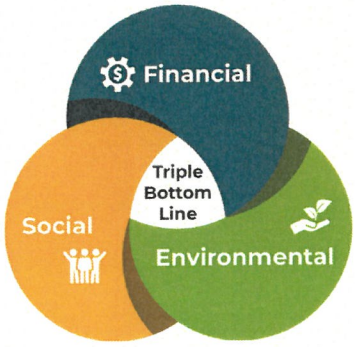
Dear Mr. Baldon:

NewGen Strategies and Solutions, LLC (NewGen) appreciates the opportunity to provide our proposal to conduct a Collection Efficiency Study with Ordinance Review (Study) for the City of Lexington (City). The purpose of this letter proposal is to describe the proposed scope of services, estimated fees and general timing to assist the City in completing this Study. We have also provided an overview of NewGen, similar recent work experience, as well as brief biographies of anticipated key team members. Full resumes and client references can be provided at the request of the City.

NEWGEN INTRODUCTION

Founded in 2012, NewGen is a management and economic consulting firm specializing in serving the utility industry. We provide strategic and financial planning services to a variety of clients including municipalities, counties, councils of governments, regional planning agencies, state agencies and commissions. Our expertise includes strategic, operational, and financial planning for solid waste, water, wastewater, electric, and natural gas utilities. We recognize the need for strategic intent behind our clients' actions by applying the latest market insights, technologies, and tactics to support our recommendations. Our results empower decision-makers to implement sound public policy, incorporating community input, market direction, and regulatory mandates.

NewGen works with local governments providing solid waste services to develop comprehensive operational and financial strategies to manage their costs while continuing to offer additional services or improve the current services provided. Our approach to operational reviews, cost of service and rate design studies, financial feasibility and market research studies, strategic plans, stakeholder outreach, ordinance reviews, and procurement assistance services support our clients' successful implementation, management, and monitoring of a portfolio of programs. We advocate a "triple bottom line" approach to evaluations and assessments, considering the environmental, social, and economic impacts of potential changes to a solid waste system. Finding the right balance of environmental stewardship, social equity and acceptance, and economic viability is paramount to realistic and implementable changes. We execute each assignment considering the triple bottom line of sustainability impacts as well as direct impacts on the client such as



administrative complexity, social responsibility, legal/regulatory considerations, operational impacts, and financial sustainability.

It is NewGen's mission to become a trusted advisor to our clients. Many of NewGen's current employees have worked together for many years at other consulting firms prior to joining NewGen – some for as long as 30 years. Therefore, we have a long, successful work history and a demonstrated ability to complete projects on time and with deliverables that withstand public, stakeholder, and regulatory scrutiny.

RECENT SIMILAR PROJECTS

The following table provides a list of recent and relevant projects with similar elements to those being requested by the City. Full project descriptions and client references are available upon request.

Client	Project Description
Alton, TX	Collection Efficiency Study
Avondale, AZ	Solid Waste Collection Operations Consulting Services
Cleburne, TX	Collection Efficiency Study
Greensboro, NC	Automated Cart Collection Feasibility Study
Laredo, TX	Solid Waste Master Plan, including Collection Efficiency
Mesquite, TX	Solid Waste Master Plan, including Collection Efficiency
Muskogee, OK	Collection Efficiency Study and Cost of Service Study
Port Arthur, TX	Solid Waste Maset Plan, including Collection Efficiency
Powder Springs, GA	Collection Operations Review and Rate Study Update
Stillwater, OK	Solid Waste Master Plan, including Collection Efficiency

PROJECT TEAM

Our project team members provide thorough, well researched operational and technical analyses, financial, and management consulting services to public sector solid waste organizations to solve today's challenges as well as aid in long range strategic planning. NewGen evaluates the needs of each project and responds by assembling a project team of knowledgeable professionals who are uniquely qualified to provide the services needed. The Project Team includes widely recognized solid waste operational and financial strategic planners that possess a unique knowledge of municipal solid waste resources and industry trends as well as best practices. Short bios of the key Project Team members are provided below. The following key team members are supported by a deep bench of resources within our firm available to assist on the project.

Allison Trulock, Managing Director – Solid Waste Practice | NewGen

PROJECT ROLE: Project Manager | LOCATION: Orlando, FL

EXPERIENCE	25+ Years
EDUCATION	BS Political Science and Economics, Florida State University
CERTIFICATION	Certified Practitioner in Zero Waste Principles and Practices
AFFILIATIONS	SWANA Board of Directors Technical Divisions Representative
	Advisory Board Representative of SWANA's Sustainable Materials Management Technical Division
	Past Director of SWANA's Collection and Transfer Technical Division
	American Public Works Association (APWA) Solid Waste Management Knowledge Team Member

Ms. Trulock will serve as the Project Manager for this endeavor. She has more than 25 years of experience in the solid waste industry, specializing in strategic and master planning, stakeholder outreach, solid waste and recyclables collection options evaluations and efficiency studies, feasibility analysis, procurement assistance, and ordinance review and development. Ms. Trulock is a Certified Practitioner in Zero Waste Principles and Practices, is currently serving on the SWANA International Board, the Advisory Board Representative of SWANA's Sustainable Materials Management Technical Division, is a Past Director of SWANA's Collection and Transfer Technical Division and was awarded SWANA's Collection and Transfer Distinguished Individual Achievement Award (2021). She recently completed similar projects to what is requested by Lexington for the cities of Avondale, Arizona; Stillwater, Oklahoma; Laredo, Texas; Mesquite, Texas; and Greensboro, North Carolina.

Dave Yanke, President | NewGen

PROJECT ROLE: Project Advisor | LOCATION: Austin, TX

EXPERIENCE	35+ Years
EDUCATION	MBA, Finance, Texas A&M University
	BBA, University of Wisconsin
AFFILIATIONS	President of the Texas Commission on Environmental Quality (TCEQ) Municipal Solid Waste Management and Resource Recovery Advisory Council
	Past Vice Chair of the State of Texas Alliance for Recycling (STAR)

Mr. Dave Yanke has over 30 years of experience assisting solid waste, water, and wastewater utilities. He has conducted procurement processes, cost of service and rate design studies, financial feasibility studies, valuation studies, waste stream forecasts, life cycle cost analyses, operations reviews, and municipalization analyses for solid waste utilities. Mr. Yanke regularly presents at industry conferences and has extensive experience providing presentations regarding the establishment of water, wastewater, and solid waste rates, both in a contested venue (administrative hearings) as well as to boards of directors, city commissions, and city councils. His expertise lies in the ability to convey complex information in a straightforward manner so the clients (i.e., senior management, elected officials, citizens, etc.) understand the issues and drivers for change. As our proposed project Advisor, the Project Team can call upon Mr. Yanke's vast experience across the solid waste industry to brainstorm solutions for Lexington.

Seth Cunningham, PE, Principal | NewGen

PROJECT ROLE: Operations and Financial Lead | LOCATION: Portland, ME

EXPERIENCE 25+ Years
EDUCATION MBA, University of Texas at Austin
BS in Mechanical Engineering, Texas A&M University - College Station
CERTIFICATION Registered Professional Engineer in Texas
LEED Accredited Professional

Mr. Seth Cunningham brings over 25 years of financial and operational consulting experience through engagements across the United States. Holding both business and engineering degrees, Mr. Cunningham navigates challenges faced by technical and financial teams to provide creative, yet fiscally responsible, solutions. Mr. Cunningham is a registered Professional Engineer in Texas and a LEED Accredited Professional. He has led over 80 financial, operational, planning, and procurement projects for municipal clients, including collection services, landfills, transfer stations, composting operations, material recovery facilities, and waste-to-energy plants. He has worked with numerous communities on feasibility studies and conceptual facility planning for transfer stations, material recovery facilities, and other solid waste and recycling facilities. He is currently working with Ms. Trulock on a procurement and contract negotiations effort for the City of Tucson for the processing of recyclables, specifically evaluating revenue share arrangement options and pricing structures. He is also working with Ms. Trulock on a solid waste strategic plan for the City of Norwalk, Connecticut as well as a transfer station feasibility study for Deerfield Beach, Florida.

Savanna Page, Senior Consultant | NewGen

PROJECT ROLE: Senior Analyst | LOCATION: Austin, TX

EXPERIENCE 3 Years
EDUCATION MS, Ecological Economics, University of Edinburgh
BS, Economics, University of Texas at Dallas
CERTIFICATION LEED Certified

Ms. Savanna Page joined NewGen as a full-time analyst in February of 2021. She assists on cost of service and rate design projects, with an emphasis on data driven analytics, as well as solid waste planning initiatives. Ms. Page has a B.S. in Economics from the University of Texas at Dallas and an M.S. in Ecological Economics from the University of Edinburgh. While at the University of Edinburgh, she completed her thesis entitled "Investigating the Attitude-Behavior Gap Present in American's Consumption of Single-Use Plastics." Prior to joining NewGen, Ms. Page served as the Sustainability Coordinator for Live Nation Concerts, in Dallas, and successfully implemented a Sustainable Business Plan that increased waste diversion from 15% to 49% within the first year. Ms. Page recently worked with Ms. Trulock on collection efficiency evaluations and modeling for the City of Laredo, Texas solid waste master planning effort and is currently working with Ms. Trulock on the City of Port Arthur, Texas on a similar effort.

PROPOSED SCOPE OF SERVICES

NewGen proposes to conduct this analysis with the work laid out in the following tasks:

- **Task 1 – Project Initiation and Kick-off Meeting**
- **Task 2 – Evaluate Current Routes via Route Observations**
- **Task 3 – Collection Model**
- **Task 4 – Ordinance Review**
- **Task 5 – Central Business District Initial Review**
- **Task 6 – Report of Findings and Recommendations**

A brief overview of the work to be accomplished during each of the tasks is provided below.

Project Approach

The goal of this project will be to provide the City with an evaluation to address the growth the City has recently experienced and anticipates in the near future. Our operational and financial analysis will include the number of routes required, labor, operating and capital costs associated with multiple collection service scenarios and estimated cost differences associated with the different scenarios for collection services.

To ensure an accurate and thorough review of the current collection services and potential changes to collection services, it is essential that the Project Team review the data provided by the City as well as spend time in the field observing the current collection routes. Our proposed approach to conducting the Study is described in the following five tasks. Based on feedback provided by the City, we understand the City currently provides three-cart collection services for residential customers as well as dumpster collection for some commercial customers.

We have successfully used many elements of the following scope of services on other similar projects; however, we are always open to refining our scope to best meet the needs of the City.

Task 1: Project Initiation and Kick-off Meeting

As part of Task 1, the Project Team will request certain operational and financial data that will assist with the examination of the current collection services, and the operational and financial impact of potential changes to improve efficiencies. Route observations will be conducted during the Study; however, understanding the basics of the current collection system ahead of conducting route observations will assist in planning the rest of the Study efforts. The information to be requested relating to the Study will include, but may not be limited to the following items:

- Financial Information (e.g., existing rates and charges, operating budget, CIP, historical financial information);
- Legal/regulatory Information (e.g., relevant ordinances, relevant agreements/contracts);
- Labor/Employee Information (e.g., rosters, salary and benefit information, average OT, average absentee rates, workman's comp insurance cost per employee);

- Equipment/Fleet Information (e.g., inventories, replacement policies, repair costs, other operating costs);
- Demographic Information (e.g., household count, population and expected growth);
- Materials Quantities (e.g., tonnage data, future projections);
- Route Information (e.g., number of homes per route, set out rates; number of businesses per route and size frequency of commercial containers); and
- Other related information that would be useful to the Study.

Soon after Notice-to-Proceed and delivering the request for information (RFI), the Project Team will work with City staff to schedule a virtual kick-off meeting. The primary purpose for the kick-off meeting is to allow the key Project Team members and participants from the City to meet each other and lay the general framework for the conduct of the Study. This meeting will also allow for the finalization of the proposed approach, as well as discussion and clarification of any information received from the City. In addition, the project kick-off meeting will allow the Project Team to clarify the goals and objectives for the Study. Initial planning for route observations will also be discussed.

NewGen Responsibilities and Deliverables:

- Prepare and provide request for information (RFI).
- Review RFI items that may be provided prior to the meeting, compiling our questions and secondary data requirements.
- Prepare and provide an agenda for the kick-off meeting.
- Up to three Project Team members will attend the virtual kick-off meeting.

City Responsibilities:

- Provide the Project Team with relevant documents in response to the data request in a timely manner.
- Provide a meeting space (if needed) and invite City staff attendees to the kick-off meeting.
- Provide feedback during the meeting.

Task 2: Evaluate Current Routes via Route Observations

The Project Team has an extensive background in conducting route observations and spending time in the field observing collection practices. This time in the field is critical to observe the current challenges faced by collection drivers and laborers as well as customer behavior. The Project Team will work with City staff to plan for route observations in order to ensure representative routes for each collection service are observed. It is envisioned that two members of the Project Team will spend 5 days in the field. Interviews with City personnel will also be conducted during the week of route observations to understand challenges and opportunities from the perspective of personnel involved in collection services on a daily basis. Performance metrics to be addressed during this review include, but are not limited to, the following for each collection service:

- Pre-and post-trip inspection efficiency
- Routing process and challenges, including staff break locations and duration
- Staffing, including configuration and use of overtime and temporary personnel
- Stops per hour
- Residential set out rates
- Miles per route

- On-route, off-route, turnaround time metrics

The results of the route observations coupled with historical and current data provided by the City will serve as the basis for the operational and financial collection modeling efforts described in Task 3 (i.e., the "base case" in the collection model).

NewGen Responsibilities and Deliverables:

- Develop a route observation plan to review with City.
- Conduct route observations.
- Develop the current collection system aspects of the collection model.
- Facilitate conference calls with City staff to review the model, as necessary.
- Participate in additional conference calls with City staff, as necessary, to finalize the base case of the model.

City Responsibilities:

- Participate in conference calls, as necessary, to refine and finalize the route observation plan.
- Coordinate with NewGen personnel before and during route observations.
- Participate in conference calls, as necessary, to refine and finalize the current collection system aspect of the model (the "base case").

Task 3: Collection Model

The field work completed by the Project Team (Task 2) will assist in completing an analysis to help the City understand the operational and financial impacts associated with different scenarios for collection services, including, but not necessarily limited to, rebalancing current routes. Using the base case portion of the collection model developed in Task 2, the Project Team will project impacts on collection services from potential system modifications. The analysis will consider operational and financial impacts resulting from increased efficiency, labor configurations, potential changes in workweek schedules, and need for additional routes as the City continues to grow. The modeling and analysis will consider impacts on labor, operations and maintenance, and capital costs.

Our model will provide the City with a side-by-side comparison of the different collection scenarios. Our approach to modeling organizes information into four categories per collection service:

- **Route metrics** including information such as number of routes, households per route, pounds per household, trips to the facility, set out rates, etc.
- **Labor metrics** including information such as personnel configuration, average salary by position, and other labor related metrics and expenses (e.g., workman's comp insurance, safety equipment)
- **Operations metrics** including information such as average miles per route, fuel consumption, and average maintenance costs
- **Capital metrics** including information such as vehicle and container costs
- **Summary metrics** including the net cost impacts, fully accounting for and summarizing results from the first four categories (costs and cost savings).

The Project Team's analysis will provide the City with an understanding of the annual direct program cost differences that could be realized with the different scenarios and will take anticipated growth into account.

NewGen Responsibilities and Deliverables:

- Develop the operational and financial collection model.
- Facilitate conference calls with City staff to review the model, as necessary.
- Collection model results summary, via email.

City Responsibilities:

- Participate in conference calls, as necessary, to refine and finalize the collection model.

Task 4: Ordinance Review and Recommended Revisions

The Project Team will review the City's current relevant solid waste ordinance chapters and provide recommendations on ordinance revisions and/or ordinance development that may be necessary based on anticipated changes in policies, programs or services. The Project Team will prepare drafts, using the track changes feature in Word to make suggested revisions easily identifiable to City staff, anticipated to address level and provision of services and enforcement mechanisms. The Project Team will work closely with the City and their Attorneys to finalize the ordinance chapters. It is important to note that members of the Project Team are not attorneys, and final legal review of suggested ordinance language is the responsibility of the City.

NewGen Responsibilities and Deliverables:

- Facilitate an initial conference call with City staff and City Attorneys to discuss potential recommended ordinance revisions.
- Facilitate additional conference calls, as necessary.
- Prepare and provide a draft, and final version of new or revised ordinance sections related to solid waste in the City's Code of Ordinances.

City Responsibilities:

- Provide timely reviews of draft versions of the ordinance sections, compiling multiple reviewers' comments into one document.
- Participate in conference calls, as necessary.
- Provide for final legal review prior to ordinance revision adoption protocol.
- Follow ordinance revision adoption protocol.

Task 5: Central Business District Initial Review

The City's Central Business District (CBD) presents a unique set of issues for collection services. As part of Task 2, the Project Team will dedicate some additional time in the field to observe the current collection system for the CBD. The collection model developed as part of Task 3 will be expanded to include metrics specific to the CBD, where potential changes to the system can be initially identified. Identifying challenges (i.e., contamination) and potential changes to recycling in the CBD will also be included in this initial review. Potential ordinance revisions specific to the CBD, including enforcement mechanism

options, will be identified. We will review current billing practices for the CBD and generally identify potential changes for further consideration. Note this task is intended to provide an initial overview of current challenges and opportunities, as well as potential strategies to leverage those challenges and opportunities for the City to consider for further vetting in future efforts.

NewGen Responsibilities and Deliverables:

- Conduct route observations in the CBD in conjunction with Task 2.
- Develop the collection model components for the CBD in conjunction with Task 3.
- Draft potential ordinance language, as appropriate, specific to the CBD in conjunction with Task 4.
- Facilitate conference calls with City staff, as necessary.

City Responsibilities:

- Participate in conference calls, as necessary, to finalize observation plan, review model elements, and review or discuss potential changes to the collection system and/or enforcement mechanisms.

Task 6: Report on Findings and Recommendations

The Project Team will present the results of this analysis in a report summarizing the analysis, findings, and recommendations. The findings of this report will be presented to City staff in a draft form, for their review and comment, prior to issuing the final report. We will work with City staff to finalize the report. Though not included in the budget, NewGen is available to present the findings of the Study, at the request of the City.

NewGen Responsibilities and Deliverables:

- Prepare and provide a draft report with key findings and recommendations.
- Facilitate discussions with City staff to revise the draft report.
- Deliver the final report.

City Responsibilities:

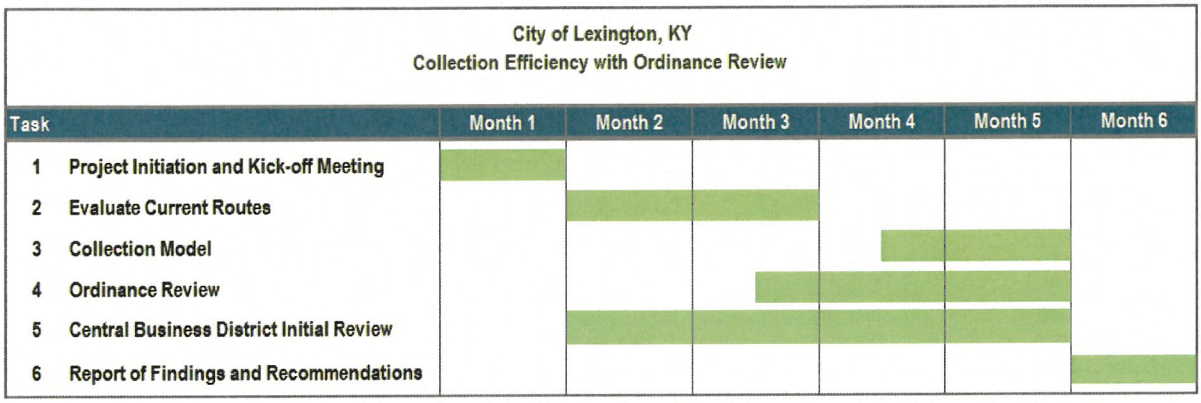
- Participate in conference calls, as necessary, to discuss the draft and finalize the report.

Additional Services

Though not included in the proposed scope and budget, the Project Team is available to assist with additional tasks at the City's request. Additional services may include developing and presenting a PowerPoint presentation of Study results, or other tasks that the City may deem beneficial. Any additional services outside the scope of work identified in this proposal will be negotiated at the time of the City's request. NewGen will not begin any additional services without the request and written approval of the City.

TIMING

NewGen anticipates completing the Study in approximately six months from notice to proceed, as shown below. NewGen will remain flexible on timing of the project to best meet the needs of the City.



BUDGET

Based on the scope of work outlined herein, the Project Team agrees to **a not-to-exceed project fee of $99,440, inclusive of out-of-pocket expenses**, associated with the outlined scope of services. NewGen invoices its clients monthly based on the percentage of the project that has been completed. Payment is due within thirty (30) days of the invoice date. Additional fees for services not included in the above scope will be billed at our hourly rates for services rendered.

These professional services are being procured using NewGen's HGACBuy contracting mechanism for which NewGen was selected through a competitive procurement process with the Houston-Galveston Area Council (Contract ID HP08-25). This contract award allows governmental entities nationwide to contract directly with NewGen for consulting services, such as the ones requested by the City.

NewGen Budget
City of Lexington, KY
Collection Efficiency and Ordinance Review Study

Task	Price
Task 1 – Project Initiation and Kick-off Meeting	$ 6,480
Task 2 – Evaluate Current Routes via Time Spent in the Field	36,770
Task 3 – Operational and Financial Collection Model	14,255
Task 4 – Ordinance Review and Recommended Revisions	8,760
Task 5 – Central Business District Initial Review	23,120
Task 6 – Report of Findings and Recommendations	10,055
Total	$ 99,440

NewGen appreciates the opportunity to provide our assistance to the City of Lexington in conducting this important Study. Upon review, should you have any questions, please feel free to contact me at (407) 247.2370 or via email at atrulock@newgenstrategies.net.

Sincerely,
NewGen Strategies and Solutions, LLC

Allison Trulock

Allison Trulock
Managing Director – Solid Waste

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1125-25

File ID:	1125-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	2	**Contract #:**		**In Control:**	Grants and Special Programs
				File Created:	11/20/2025
File Name:	Request Council authorization to execute thirty-three (where 33 is the total number of documents) amendments to existing loan documentation, affecting multi-year Consolidated Plan/Annual Action Plan HOME Investment Partnerships Program projects to adopt t			**Final Action:**	

Title: Authorization to execute thirty-three amendments to existing loan documentation, affecting multi-year Consolidated Plan/Annual Action Plan HOME Investment Partnerships Program projects to adopt the annual Utility Allowance established by Lexington-Fayette Housing Authority instead of the U.S. Department of Housing Urban Development (HUD) Utility Schedule Model for easy transparency for partners HOME-assisted rental units, and authorizing the mayor to execute any other agreements or amendments for multi-year Consolidated Plan/Annual Action Plan HOME Investment Partnerships Program Projects related to the use of these funds. No budgetary impact. (L1125-25)(Reynolds/Lanter)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	26 - Blue Sheet Memo HOME-assisted Projects, HOME Amendment No. 3 Ballard Apartments - FINAL, HOME CHDO Amendment No. 1 - 209-211 Eastern Ave and 434-436 Chesnut St - FINAL, HOME Amendment No. 1 Presbyterian Housing Corp - FINAL, HOME Amended Mortgage Lakeside (editing maturity date), HOME Amended and Restated Mortgage Note Template (editing maturity date)	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 1125-25

Title

Authorization to execute thirty-three amendments to existing loan documentation, affecting multi-year Consolidated Plan/Annual Action Plan HOME Investment Partnerships Program projects to adopt the annual Utility Allowance established by Lexington-Fayette Housing Authority instead of the U.S. Department of Housing Urban Development (HUD) Utility Schedule Model for easy transparency for partners HOME-assisted rental units, and authorizing the mayor to execute any other agreements or amendments for multi-year Consolidated Plan/Annual Action Plan HOME Investment Partnerships Program Projects related to the use of these funds. No budgetary impact. (L1125-25)(Reynolds/Lanter)

Summary

Authorization to execute thirty-three amendments to existing loan documentation, affecting multi-year Consolidated Plan/Annual Action Plan HOME Investment Partnerships Program projects to adopt the annual Utility Allowance established by Lexington-Fayette Housing Authority instead of the U.S. Department of Housing Urban Development (HUD) Utility Schedule Model for easy transparency for partners HOME-assisted rental units, and authorizing the mayor to execute any other agreements or amendments for multi-year Consolidated Plan/Annual Action Plan HOME Investment Partnerships Program Projects related to the use of these funds. No budgetary impact. (L1125-25)(Reynolds/Lanter)

Budgetary Implications: NO

Advance Document Review:

Law: Yes, Completed by Brittany Smith 9/11/2025

Risk Management: N/A

Fully Budgeted:

Account Number:

This Fiscal Year Impact: $0

Annual Impact: $0

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

TO: **LINDA GORTON, MAYOR**
URBAN COUNTY COUNCIL

FROM: **THERESA REYNOLDS, DIRECTOR**
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: **NOVEMBER 17, 2025**

SUBJECT: **Amendment to Multi-Year Consolidated Plan and Annual Action Plan HOME Investment Partnerships Program Projects**

Request: Council authorization to execute thirty-three (where 33 is the total number of documents) amendments to existing loan documentation, affecting multi-year Consolidated Plan/Annual Action Plan HOME Investment Partnerships Program projects to adopt the annual Utility Allowance established by Lexington-Fayette Housing Authority, where the final form of the amendments shall materially comply with the exemplar agreements, subject to the approval of the Department of Law and Grants and Special Programs, and further authorizing the mayor to execute any other agreements or amendments for multi-year Consolidated Plan/Annual Action Plan HOME Investment Partnerships Program Projects related to the use of these funds.

Purpose of Request: The U.S. Department of Housing and Urban Development HOME Investment Partnership Program requires participating jurisdictions to establish and update the utility allowance schedule annually. Currently per regulation the LFUCG uses the HUD Utility Schedule Model for certain HOME-assisted units. Since the regulations have changed, LFUCG would like to adopt the annual utility allowance established by the Lexington-Fayette Housing Authority for multi-year Consolidated Plan Annual/Action Plan HOME Investment Partnerships Program HOME-assisted projects. The effected projects include the following:

- Ballard Apartments, LLC
- Davis Park View, LLLP
- KDVA Homes 2, LLLP
- Kearney Ridge, LLLP
- Lakeside Manor Apartments
- Leestown VA Housing, LLLP
- Main Street Baptist Church Manor
- Oasis at Kearney Creek, LLLP
- Parkside Development Group II, LLLP
- Parkside Development Group III, LLLP

- Parkway Manor 2015, LLC
- Polo Club Apartments, LLLP
- Richwood Bend, LLLP
- Salem Village Rehabilitation 2012, LP
- Stonewall Terrace, LLC
- Trent Senior Village, LLLC
- Westminister KY, LLC.
- Davis Park Station, LLLP
- Pemberton Apartments
- Alexander Drive Permanent Supportive Housing
- MLK Apartments

The effected Fayette County Local Development Corporation Rental Projects include the following:

- 209-211 Eastern Avenue & 434-436 Chestnut Street
- 230 Eastern Avenue
- 315 East Second Street
- 319 Corral Street
- 440 Price Road
- 320 Corral Street
- 364 Corral Street
- 365 Ohio Street
- 438 Ohio Street
- 458 Ash Street
- 466 – 470 Ash Street
- 471 North Upper Street
- 565 Chestnut Street
- 816 Charles Avenue

What is the cost in this budget year and future budget years? There is no budgetary impact.

Are the funds budgeted? There is no budgetary impact.

File Number: 1125-25

Director/Commissioner: Reynolds/Lanter

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF GRANTS AND SPECIAL PROGRAMS
THIRD AMENDMENT TO THE HOME LOAN AGREEMENT

THIS THIRD AMENDMENT TO THE HOME LOAN AGREEMENT ("Third Amendment"), dated and entered into this the _____ day of _____ 2025, is by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, pursuant to Chapter 67A of the Kentucky Revised Statutes, 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "Government" or "LFUCG"), through its Division of Grants and Special Programs, and BALLARD APARTMENTS, LLC, a Kentucky limited liability company, whose principal address is 300 West New Circle Rd, Lexington, KY 40505 (herein "Borrower").

W I T N E S S E T H:

WHEREAS, Government, in accordance with the regulations codified at 24 CFR 92.102 – 92.106 for the HOME Investment Partnerships Program, has been designated a Participating Jurisdiction by the U.S. Department of Housing and Urban Development ("HUD") and is the recipient of federal funding from the HOME Investment Partnerships Program;

WHEREAS, the Government has been awarded federal funds from HUD's HOME Investment Partnerships Program (CFDA # 14.239) under Federal Award Number M18-MC-21-0201 awarded October 17, 2018;

WHEREAS, Government's approved 2018 Consolidated Plan provided THREE HUNDRED THOUSAND DOLLARD AND 00/100 CENT (300,000) to Borrower with Unique Entity Identifier HJR4YKWPFWX6 ("Loan") in funding from the HOME Investment Partnerships Program for the development of rental housing for low-income HOME-eligible persons and/or households in accordance with the HOME Investment Partnerships Program regulations as stated in 24 CFR Part 92.205-92.206;

WHEREAS, the Borrower entered into that certain Loan Agreement ("Agreement") dated April 12, 2019 (attached hereto and incorporated herein as **Exhibit A**), whereby the parties agreed to develop rental housing for low-income persons and/or households at 635 Ballard Street Lexington, Fayette County, Kentucky 40508 under the name of Ballard Apartments. The number of HOME-funded units is four (4).

WHEREAS, LFUCG and Borrower desire to memorialize a modification to the Agreement, (attached hereto and incorporated herein as **Exhibit A**, to comply with regulations regarding the utility allowances and to reflect the new understanding between the parties as set forth in the First Amendment below.

NOW, THEREFORE, the parties agree to the following modification to the Agreement:

1. **Section 1.09 of the Agreement shall be amended to read as follows:**

For a period of thirty (30) years from the date on which development of the Project is completed, established as the date the HUD's Integrated Disbursement and Information System (IDIS) accepts and records the Completion report, Borrower shall charge the LOW HOME in HOME-assisted units as established from time to time by HUD pursuant to any regulations promulgated by HUD or the Government. The rents so charged must include utility costs. The maximum allowable HOME rent must be reduced by a utility allowance approved by Government if tenant is required to pay separately for utilities. The Utility Allowance approved by the Government is the Lexington-Fayette Urban County Housing Authority's Section 8 Existing Housing Allowance for Tenant Furnished Utilities and Other Services. Utility allowances approved by Government may vary as periodic adjustments are made. Should HUD revise these or other rent guidelines set out herein so as to permit Borrower to adjust the rent charged, Borrower must obtain the approval of the Government prior to adjusting rents and provide tenants with no less than thirty (30) days' written notice before adjustments are implemented.

2. The Borrower must annually certify to the Participating Jurisdiction that each building and all HOME-assisted units in the project are suitable for occupancy, taking into account State and local health, safety, and other applicable codes, ordinances, and requirements, and the ongoing property standards established by the participating jurisdiction.

3 . In the event of a conflict between the terms of this Third Amendment and the terms of the Agreement, this Third Amendment shall control. All other terms of the Agreement, as amended via the First and Second Amendments, attached hereto as collective Exhibit A, shall remain unchanged and in full force and effect.

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

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SIGNATURE PAGES TO FOLLOW

SIGNATURE PAGE - LFUCG

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
By: Linda Gorton
Its: Mayor

By: _____
Linda Gorton, Mayor

COMMONWEALTH OF KENTUCKY)
) SCT
COUNTY OF FAYETTE)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this the _____ day of _____, 2025, by Linda Gorton, as Mayor of the Lexington-Fayette Urban County Government.

_____
Notary Public, State At Large, Kentucky

My Commission Expires: _____

Commission Number: _____

SIGNATURE PAGE – BORROWER

BALLARD APARTMENTS, LLC, a Kentucky limited liability company

By: **BALLARD APARTMENTS HOUSING SERVICES, INC.,** a Kentucky nonprofit corporation, its member

By: _____
Name: Austin J. Simms
Title: President

COMMONWEALTH OF KENTUCKY)
) SCT
COUNTY OF FAYETTE)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this the _____ day of _____, 2025, by Austin J. Simms, as President, by and on behalf BALLARD APARTMENTS, LLC, a Kentucky limited liability company.

_____
Notary Public, State At Large, Kentucky

My Commission Expires: _____

Commission Number: _____

EXHIBIT A

April 12, 2019 Loan Agreement
July 11, 2022 First Amendment to Loan Agreement
February 6, 2023 Second Amendment to Loan Agreement

4931-2332-2190, v. 1

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF GRANTS AND SPECIAL PROGRAMS
FIRST AMENDMENT TO THE HOME INVESTMENT PARTNERSHIPS PROGRAM CHDO AGREEMENT

THIS FIRST AMENDMENT TO THE HOME INVESTMENT PARTNERSHIPS PROGRAM CHDO AGREEMENT ("First Amendment"), dated and entered into this the _____ day of _____, 2025, is by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, pursuant to Chapter 67A of the Kentucky Revised Statutes, 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "Government" or "LFUCG"), through its Division of Grants and Special Programs, and **FAYETTE COUNTY LOCAL DEVELOPMENT CORPORATION**, a non-stock, nonprofit Kentucky corporation, organized pursuant to KRS Chapter 273, whose principal address is 148 Deweese Street, Lexington, KY 40507 (herein "Borrower").

W I T N E S S E T H:

WHEREAS, Government, in accordance with the regulations codified at 24 CFR 92.102 – 92.106 for the HOME Investment Partnerships Program, has been designated a Participating Jurisdiction by the U.S. Department of Housing and Urban Development ("HUD") and is the recipient of federal funding from the HOME Investment Partnerships Program;

WHEREAS, the Government has been awarded federal funds from HUD's HOME Investment Partnerships Program (CFDA # 14.239) under Federal Award Number M-13-MC-21-0201 awarded July 26, 2013, M-14-MC-21-0201 awarded July 28, 2014, M-15-MC-21-0201 awarded July 22, 2015;

WHEREAS, Government's approved 2013, 2014, 2015 Consolidated Plan provide TWO HUNDRED THIRTY FIVE THOUSAND DOLLARS AND 00/100 CENTS ($235,000.00) to Borrower (Fayette County Local Development Corporation), with Unique Entity Identifier QJM4U22QDFJ7 ("Loan") in funding from the HOME Investment Partnerships Program for the development of rental housing for low-income HOME-eligible persons and/or households in accordance with the HOME Investment Partnerships Program regulations as stated in 24 CFR Part 92.205-92.206;

WHEREAS, the Borrower entered into that certain Loan Agreement ("Agreement") dated June 1st, 2016 (attached hereto and incorporated herein as **Exhibit A**), whereby the parties agreed to the Loan to construct two duplex housing facilities (four units) located at 434-436 Chestnut Street and 209-211 Eastern Avenue for rent to eligible low-income households, Lexington, Fayette County, Kentucky 40508 under the name of 211 Eastern Ave and 434-436 Chestnut ;

WHEREAS, LFUCG and Borrower desire to memorialize a modification to the Agreement, (attached hereto and incorporated herein as **Exhibit A**, to comply with regulations regarding the utility

allowances and to reflect the new understanding between the parties as set forth in the First Amendment below.

NOW, THEREFORE, the parties agree to the following modification to the Agreement:

1. **Article I, Section 8 of the Agreement shall be amended to read as follows:** For a period of twenty (20) years from the date on which development of the Project is completed, established as the date the HUD's Integrated Disbursement and Information System (IDIS) accepts and records the Completion report, Borrower shall charge the LOW HOME in HOME-assisted units as established from time to time by HUD pursuant to any regulations promulgated by HUD or the Government. The rents so charged must include utility costs. The maximum allowable HOME rent must be reduced by a utility allowance approved by Government if tenant is required to pay separately for utilities. The Utility Allowance approved by the Government is the Lexington-Fayette Urban County Housing Authority's Section 8 Existing Housing Allowance for Tenant Furnished Utilities and Other Services. Utility allowances approved by Government may vary as periodic adjustments are made. Should HUD revise these or other rent guidelines set out herein so as to permit Borrower to adjust the rent charged, Borrower must obtain the approval of the Government prior to adjusting rents and provide tenants with no less than thirty (30) days' written notice before adjustments are implemented.

2. The Borrower must annually certify to the participating jurisdiction that each building and all HOME-assisted units in the project are suitable for occupancy, taking into account State and local health, safety, and other applicable codes, ordinances, and requirements, and the ongoing property standards established by the participating jurisdiction.

3 . In the event of a conflict between the terms of this First Amendment and the terms of the Agreement, this First Amendment shall control. All other terms of the Agreement shall remain unchanged and in full force and effect.

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

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY LEFT BLANK

SIGNATURE PAGES TO FOLLOW

SIGNATURE PAGE - LFUCG

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
By: Linda Gorton
Its: Mayor

By: _____
Linda Gorton, Mayor

COMMONWEALTH OF KENTUCKY)
) SCT
COUNTY OF FAYETTE)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this the _____ day of _____, 2025, by Linda Gorton, as Mayor of the Lexington-Fayette Urban County Government.

_____
Notary Public, State At Large, Kentucky

My Commission Expires: _____

Commission Number: _____

SIGNATURE PAGE – BORROWER

FAYETTE COUNTY LOCAL DEVELOPMENT CORPORATION, a Kentucky non-stock, nonprofit corporation

By: _____
Name: Porter G. Peeples, Sr.
Title: President

COMMONWEALTH OF KENTUCKY)
) SCT
COUNTY OF FAYETTE)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this the _____ day of _____, 2025, by Porter G. Peeples, Sr., President of Fayette County Local Development Corporation a Kentucky non-stock, nonprofit corporation.

_____
Notary Public, State At Large, Kentucky
My Commission Expires: _____
Commission Number: _____

EXHIBIT A

June 1st, 2016 Loan Agreement

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF GRANTS AND SPECIAL PROGRAMS
FIRST AMENDMENT TO THE HOME LOAN AGREEMENT

THIS FIRST AMENDMENT TO THE HOME LOAN AGREEMENT ("First Amendment"), dated and entered into this the _____ day of _____, 2025, is by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, pursuant to Chapter 67A of the Kentucky Revised Statutes, 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "Government" or "LFUCG"), through its Division of Grants and Special Programs, and **PRESBYTERIAN HOUSING CORPORATION,** a Kentucky limited liability company, whose principal address is , 1510 Versailles Rd, Lexington, KY 40504(herein "Borrower").

W I T N E S S E T H:

WHEREAS, Government, in accordance with the regulations codified at 24 CFR 92.102 – 92.106 for the HOME Investment Partnerships Program, has been designated a Participating Jurisdiction by the U.S. Department of Housing and Urban Development ("HUD") and is the recipient of federal funding from the HOME Investment Partnerships Program;

WHEREAS, the Government has been awarded federal funds from HUD's HOME Investment Partnerships Program (CFDA # 14.239) under Federal Award Number _M18-MC-21-0201 awarded October 17, 2018;

WHEREAS, Government's approved 2018 Annual Action Plans provide FIVE HUNDRED FORTY-TWO THOUSAND DOLLARS AND 00/100 CENTS ($ 542,000.00) to Borrower Presbyterian Housing Corporation, with Unique Entity Identifier ("Loan") in funding from the HOME Investment Partnerships Program for the development of rental housing for low-income HOME-eligible persons and/or households in accordance with the HOME Investment Partnerships Program regulations as stated in 24 CFR Part 92.205-92.206;

WHEREAS, the Borrower entered into that certain Loan Agreement ("Agreement") dated February 20, 2019 (attached hereto and incorporated herein as **Exhibit A**), whereby the parties agreed to the Loan to rehabilitate an existing structure project located at 1205 Centre Parkway, Lexington, Fayette County, Kentucky 40517 under the name of Lakeside Manor Apartments;

WHEREAS, LFUCG and Borrower desire to memorialize a modification to the Agreement, (attached hereto and incorporated herein as **Exhibit A**, to comply with regulations regarding the utility allowances and to reflect the new understanding between the parties as set forth in the First Amendment below.

NOW, THEREFORE, the parties agree to the following modification to the Agreement:

1. **Section 1.09 of the Agreement shall be amended to read as follows:**

For a period of thirty (30) years from the date on which development of the Project is completed, established as the date the HUD's Integrated Disbursement and Information System (IDIS) accepts and records the Completion report, Borrower shall charge the LOW HOME in HOME-assisted units as established from time to time by HUD pursuant to any regulations promulgated by HUD or the Government. The rents so charged must include utility costs. The maximum allowable HOME rent must be reduced by a utility allowance approved by Government if tenant is required to pay separately for utilities. The Utility Allowance approved by the Government is the Lexington-Fayette Urban County Housing Authority's Section 8 Existing Housing Allowance for Tenant Furnished Utilities and Other Services Utility allowances approved by Government may vary as periodic adjustments are made. Should HUD revise these or other rent guidelines set out herein so as to permit Borrower to adjust the rent charged, Borrower must obtain the approval of the Government prior to adjusting rents and provide tenants with no less than thirty (30) days' written notice before adjustments are implemented.

2. The Borrower must annually certify to the Participating Jurisdiction that each building and all HOME-assisted units in the project are suitable for occupancy, taking into account State and local health, safety, and other applicable codes, ordinances, and requirements, and the ongoing property standards established by the participating jurisdiction.

3 . In the event of a conflict between the terms of this First Amendment and the terms of the Agreement, this First Amendment shall control. All other terms of the Agreement shall remain unchanged and in full force and effect.

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

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY LEFT BLANK

SIGNATURE PAGES TO FOLLOW

SIGNATURE PAGE - LFUCG

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
By: Linda Gorton
Its: Mayor

By: _____
Linda Gorton, Mayor

COMMONWEALTH OF KENTUCKY)
) SCT
COUNTY OF FAYETTE)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this the _____ day of _____, 2025, by Linda Gorton, as Mayor of the Lexington-Fayette Urban County Government.

_____
Notary Public, State At Large, Kentucky
My Commission Expires: _____
Commission Number: _____

SIGNATURE PAGE – BORROWER

Presbyterian Housing Corporation , a Kentucky nonprofit

By: _____
Name: R. Strand Kramer Jr.
Title: President

COMMONWEALTH OF KENTUCKY)
) SCT
COUNTY OF FAYETTE)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this the _____ day of MONTH, 2025, by R. Strand Kramer Jr., as President of Presbyterian Housing Corporation, a Kentucky nonprofit.

_____
Notary Public, State At Large, Kentucky
My Commission Expires: _____
Commission Number: _____

EXHIBIT A
February 20, 2019 Loan Agreement

4931-2332-2190, v. 1

THIS INSTRUMENT PREPARED BY:

_____

Brittany Griffin Smith, Esq.
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
(859) 258-3500

RETURN TO:
Lexington-Fayette Urban County Government
Division of Grants and Special Programs
200 East Main Street, 6th Floor
Lexington, Kentucky 40507

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF GRANTS AND SPECIAL PROGRAMS
FIRST AMENDMENT TO SUBORDINATE MORTGAGE

THIS FIRST AMENDMENT TO SUBORDINATE MORTGAGE ("Amended Mortgage"), is made and entered into this __ day of _, 2025, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government created pursuant to KRS 67A, whose principal address is 200 East Main Street, Lexington, Kentucky 40507 (herein "LFUCG"), and **PRESBYTERIAN HOUSING CORPORATION**, a Kentucky nonprofit Corporation, whose mailing address is 1510 Versailles Road, Lexington, KY 40504 (herein "Mortgagor").

W I T N E S S E T H:

WHEREAS, Mortgagor is indebted to LFUCG for monies loaned or to be loaned to Mortgagor under the terms of an Grants and Special Programs Agreement, entered into on February, 20, 2019, and a First Amendment to the Agreement, of even date herewith (together, the "Loan Agreement"); a Mortgage Note executed on February 19, 2019, and First Amended and Restated Mortgage Note, of even date herewith, (collectively, the "Note(s)"); and a Mortgage dated February 19, 2019, and an Amended Mortgage of even date herewith, (collectively "Mortgage"); between Mortgagor and LFUCG providing for a Grants and Special Programs loan in the total amount of FIVE HUNDRED FORTY- TWO THOUSAND AND 00/000 DOLLARS **($542,000.00)** ("Mortgage Loan"), which is recorded in the Office of the Fayette County Clerk, in Mortgage Book ___9263_____, Page __227_, with a Maturity Date of February 28, 2034 (collectively, Loan Documents);

WHEREAS, the balance of the Mortgage Loan equals FIVE HUNDRED FORTY-TWO THOUSAND AND 00/000 DOLLARS **($ 542,000.00)**, and the parties now agree to amend the Mortgage recorded in Mortgage Book ____9263_____, Page ___227_____, to extend the Maturity Date applicable to this Mortgage Loan;

NOW, **THEREFORE**, **MORTGAGOR AND MORTGAGEE**, in consideration of the foregoing, hereby agree that the entire principal amount advanced and all interest thereon, if not sooner paid, will from henceforth be due and payable by Mortgagor on **June 30, 2037 ("Maturity Date")**, in the manner described in the Notes.

IN TESTIMONY WHEREOF, LFUCG and the Mortgagor have caused this instrument to be executed by LFUCG and the Mortgagor's duly authorized officers this day and date first hereinabove appearing.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

SIGNATURE PAGES TO FOLLOW

SIGNATURE PAGE – LFUCG

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: _____
Linda Gorton, Mayor

COMMONWEALTH OF KENTUCKY)
) SCT
COUNTY OF FAYETTE)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this the _____ day of _____, 20_____, by Linda Gorton, as Mayor of the Lexington-Fayette Urban County Government.

_____
Notary Public, State At Large, Kentucky
My Commission Expires: _____
Commission Number: _____

SIGNATURE PAGE – MORTGAGOR

PRESBYTERIAN HOUSING CORPORATION,
a Kentucky nonprofit corporation
By: R. Strand Kramer J.
Its: President

By: _____
R. Strand Kramer Jr.

COMMONWEALTH OF KENTUCKY)
) SCT
COUNTY OF FAYETTE)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this the _____ day of _____, 20_____, by Name, as Title of **PRESBYTERIAN HOUSING CORPORATION**, a Kentucky nonprofit corporation.

_____
Notary Public, State At Large, Kentucky
My Commission Expires: _____
Commission Number: _____

EXHIBIT A

Property Address

Lot I, Block "J", Unit 3-A, Southeastern Hills:

BEGINNING at the intersection of the north right of way of Centre Parkway and the east right of way of Appian Way; thence along the right of way of Appian Way N 57 degrees 56' E 26. 831; thence along a curve to the left in said right of way with a 466’ radius 196. 20' to a corner to the City of Lexington; thence with the City of Lexington S 58 degrees 29' E 255.51'; thence S 31 degrees 31' W 202.22' to the right of way of Centre Parkway; thence along said right of way N 60 degrees 29' W 314. 84' to the point of beginning, containing 1.311 acres. The above described lot is the same as shown on an amended plat in Book 18, Page 15 in the Fayette County Court Clerk's Office.

4913-2253-7581, v. 1

LEXINGTON-FAYETTE URBAN COUNTY GOVE7RNMENT
DIVISION OF GRANTS AND SPECIAL PROGRAMS
FIRST AMENDED AND RESTATED MORTGAGE NOTE

$542,000.00 **DATE ___, 2025____**

FOR VALUE RECEIVED, the undersigned, **PRESBYTERINAN HOUSING CORPORATION**, a Kentucky nonprofit corporation, whose mailing address is 1510 Versailles Road, Lexington, KY 40504 ("Borrower"), does hereby promise and agree to pay to the order of the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes, 200 East Main Street, Lexington, Fayette County, Kentucky 40507, its successors or assigns ("Government"), through its Division of Grants and Special Programs, the principal sum of FIVE HUNDRED FORTY- TWO THOUSAND AND 00/000 DOLLARS **($542,000.00)** in lawful money of the United States, with interest at the rate of zero percent (0%) per annum, and a maturity date of January 31, 2034, by and through an Agreement entered into on February 19, 2019. All the unpaid principal balance and all accrued but unpaid interest was to be due and payable on February 19, 2034.

WHEREAS, the Borrower and Government have since reached a new agreement to amend the original maturity date of February 19, 2034, to a new maturity date of **June 30, 2037**. This First Amended and Restated Mortgage Note ("Amended Note") shall replace the Mortgage Note of February 19, 2034.

LOAN CONDITIONS:

1. This Amended Note evidences a Loan by the Government to the Borrower for the exclusive purpose rehabilitating residential rental property containing 20 dwelling unit(s) located at 1205 Centre Parkway, Lexington, KY 40517 ("Project") in the manner set out in the HOME Agreement of February 19, 2019, by and between Borrower and the Government ("Agreement") and the monies so provided shall be used solely for such purpose.

2. No principal or interest payments will be required during the term of the indebtedness as long as the Borrower complies with all terms and conditions of this Amended Note, the Mortgage of February 19, 2019, and the Amended Mortgage of even date herewith, and the Agreement dated February 19, 2019, and the Amended Agreement of even date herewith (collectively, the "Loan Documents") between the Borrower and the Government. The Loan Documents are incorporated herein by reference and made a part hereof.

3. This Amended Note is a draw note for construction purposes, and disbursements of principal hereunder shall be made to Borrower upon its delivery of invoices, or other evidence satisfactory to the Government, related to construction costs of the apartment buildings at 1205 Centre Parkway, Lexington, KY 40517under the name of Lake Manor Apartments (the "Project") and supporting the amount requested.

4. If within one (1) year from the date of completion of the construction of the Project, said

date established as the date of the final progress payment to Borrower, Borrower breaches any of the provisions of this Amended Note or the Loan Documents, such shall be considered a default and the full disbursed amount of the Loan, plus fifteen percent (15%) of that full amount, shall be immediately due and payable; provided, before the Government may accelerate any amount due under the Loan or take advantage of any other remedies, Borrower shall have a thirty (30) day grace period from receipt of written notice of default to cure such default.

5. If during the second (2^{nd}) through fifteenth (15^{th}) year of the Loan the Borrower breaches any of the provisions of this Amended Note or the Loan Documents, such shall be considered a default and the fully disbursed amount of the Loan shall be immediately due and payable; provided, before the Government may accelerate any amount due under the Loan or take advantage of any other remedies, Borrower shall have a thirty (30) day grace period from receipt of written notice of default to cure such default.

6. Any default on a superior lien encumbering the Project or any initiation of a foreclosure based on any lien encumbering the Project shall be a default under this Amended Note and the Loan Documents and the amount as set out hereinabove shall be immediately due and payable; provided, before the Government may accelerate any amount due under the Loan or take advantage of any other remedies, Borrower shall have a thirty (30) day grace period from receipt of written notice of default to cure such default.

7. The Loan evidenced by this Amended Note may be assumed by an individual or entity capable and able to enter into enforceable contracts, agreements or other Loan Documents as may be required to ensure compliance with the requirements and intent of the HOME Program upon the prior written consent of the Government, which consent shall not be unreasonably withheld or delayed.

8. This Amended Note shall be the joint and several obligation of all makers, co-makers, endorsers, sureties and guarantors and shall be binding upon them and their successors, heirs or assigns and each waives demand, presentment and protest and notice of dishonor, and agree in case of any default to pay all costs of collection, including reasonable attorney fees and legal expenses.

9. Except as otherwise provided in this Paragraph, Borrower shall have no personal liability under this Amended Note or any of the other the Loan Documents for the repayment of the amount due and owing hereunder (the "Indebtedness") or for the performance of any other obligations of Borrower under the Loan Documents, and the Government's only recourse for the satisfaction of the Indebtedness and the performance of such obligations shall be the Government's exercise of its rights and remedies with respect to the Mortgaged Property (as such term is defined in the Mortgage, dated February 19, 2019 and Amended Mortgage of even date herewith (the "Mortgage") and any other collateral held by the Government as security for the Indebtedness. This limitation on Borrower's liability shall not limit or impair the Government's enforcement of its rights against any guarantor of the Indebtedness or any guarantor of any obligations of Borrower.

Borrower shall be personally liable to the Government for the repayment of a portion of

the Indebtedness equal to any loss or damage suffered by the Government as a result of:

(1) failure of Borrower to pay to Lender upon demand after default under any of the Loan Documents, which, with the passage of time of the giving of notice or both shall constitute a default (an "Event of Default"), all rents to which the Government is entitled under the Mortgage and the amount of all security deposits collected by Borrower from tenants then in residence;

(2) failure of Borrower to apply all insurance proceeds and condemnation proceeds as required by the Mortgage;

(3) fraud or written material misrepresentation by Borrower, Key Principal or any officer, director, partner, member or employee of Borrower in connection with the application for or creation of the Indebtedness or any request for any action or consent by the Government;

(4) failure to apply rents, first, to the payment of reasonable operating expenses (other than property management fees that are not currently payable pursuant to the terms of any agreement with the Government executed in connection with the Loan) and then to debt service amounts, except that Borrower will not be personally liable (i) to the extent that Borrower lacks the legal right to direct the disbursement of such sums because of a bankruptcy, receivership or similar judicial proceeding, or (ii) with respect to rents that are distributed in any calendar year if Borrower has paid all operating expenses and debt service amounts for that calendar year; or

Borrower shall become personally liable to the Government for the repayment of all of the Indebtedness upon the occurrence of any of the following Events of Default:

(1) Borrower's acquisition of any property or operation of any business not permitted by the Mortgage;

(2) a transfer that is an Event of Default under the Mortgage; or

(3) the occurrence of a Bankruptcy Event (but only if the Bankruptcy Event occurs with the consent, encouragement or active participation of Borrower, Key Principal or any Borrower Affiliate). As used herein, "Bankruptcy Event" shall mean (a) a voluntary insolvency or bankruptcy proceeding or (b) an involuntary insolvency or bankruptcy proceeding which is (i) commenced by the Borrower, the Key Principal or any person or entity controlling or under common control with such parties (the "Borrowing Group") or (ii) in which any member of the Borrowing Group objects to a motion by the Government for relief from any stay or injunction from the foreclosure of the Mortgage or any other remedial action permitted under the Amended Note, the Mortgage or any of the other Loan Documents.

To the extent that Borrower has personal liability under this Paragraph, the Government may exercise its rights against Borrower personally without regard to whether the Government has exercised any rights against the Mortgaged Property or any other security, or pursued any rights against any guarantor, or pursued any other rights available to the Government under this Amended Note, the Mortgage, any other Loan Document or applicable law. For purposes of this Paragraph, the term "Mortgaged Property" shall not include any funds that (1) have been applied by Borrower as required or permitted by the Mortgage prior to the occurrence of an Event of Default, or (2)

Borrower was unable to apply as required or permitted by the Mortgage because of a bankruptcy, receivership, or similar judicial proceeding.

The indebtedness evidenced by this Amended Note is secured by a Mortgage dated February 19, 2019, and an Amended Mortgage of even date herewith, in favor of the Government on the aforedescribed real property and Project executed by PRESBYTERIAN HOUSING CORPORATION, which will be recorded in the Office of the Fayette County Clerk Book and reference is made to said instrument for rights as to acceleration of the indebtedness evidenced by this Amended Note.

IN WITNESS WHEREOF, the parties have executed this Amended Note on the day and year first above written.

PRESBYTERIAN HOUSING CORPORATION,
a Kentucky nonprofit corporation
By: R. Strand Kramer Jr
Its: President

By: _____
R. Strand Kramer Jr, President

COMMONWEALTH OF KENTUCKY)
) SCT
COUNTY OF FAYETTE)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this the _____ day of _____, 20_____, by R. Strand Kramer Jr, as President of Presbyterian Housing Corporation, a Kentucky nonprofit corporation.

_____
Notary Public, State At Large, Kentucky

My Commission Expires: _____

Commission Number: _____

DUE DATE: **June 30, 2037**

PROPERTY ADDRESS: 1205 Center Parkway, Lexington, KY 405017
4900-7486-3725, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1127-25

File ID:	1127-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**	#058-2024	**In Control:**	Environmental Quality
				File Created:	11/20/2025
File Name:	Change Order #2 ATS Salt Dome - #058-2024			**Final Action:**	

Title: Authorization to execute Change Order No. Two (2) to the Contract with L-M Asphalt Partners Ltd, d/b/a ATS Construction for the Salt Dome & Associated Improvements Old Frankfort Pike, Contract No. 058-2024, decreasing the Contract amount by $24,967.98, reducing the total Contract amount to $4,862,209.62. (L1127-25)(Albright)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Bluesheet MEMO CO2 ATS Salt Dome.pdf, Contract CO2 ATS Salt Dome.pdf	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Mackenzie Holt	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 1127-25

Title

Authorization to execute Change Order No. Two (2) to the Contract with L-M Asphalt Partners Ltd, d/b/a ATS Construction for the Salt Dome & Associated Improvements Old Frankfort Pike, Contract No. 058-2024, decreasing the Contract amount by $24,967.98, reducing the total Contract amount to $4,862,209.62. (L1127-25)(Albright)

Summary

Authorization to execute Change Order No. Two (2) to the Contract with L-M Asphalt Partners Ltd, d/b/a ATS Construction for the Salt Dome & Associated Improvements Old Frankfort Pike, Contract No. 058-2024, decreasing the Contract amount by $24,967.98, reducing the total Contract amount to $4,862,209.62. (L1127-25)(Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: {Select Yes, [Completed by Dave Barberie 11/21/2025]}

Risk Management: {Select No}

Fully Budgeted [select]: N/A

Account Number: 1116-303301-0001-90511

This Fiscal Year Impact: -$24,967.98

Annual Impact: N/A

Project: SALT_DOME_2023

Activity: CONSTRUCT_CAP

Budget Reference: 2023

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

NANCY ALBRIGHT
COMMISSIONER
ENVIRONMENTAL QUALITY & PUBLIC WORKS

TO: Mayor Linda Gorton
Urban County Council

FROM: Nancy B. Albright
Nancy B. Albright, P.E.
Commissioner, Environmental Quality
& Public Works

DATE: November 20, 2025

RE: Change order No. 2 with L-M Asphalt Partners LTD, d/b/a ATS Construction for the Salt Dome & Associated Improvements Old Frankfort Pike, original resolution No. 277-2024 and Contract No. 058-2024.

Request

The Department of Environmental Quality & Public Works requests approval of Change Order No.2 with L-M Asphalt Partners LTD, d/b/a ATS Construction, in the net amount of negative $24,967.98, for adding 6 items to the contract and eliminating 6 items from the contract.

Items to be added: 1) Install 2" conduit with concrete backfill, 2) Provide and deliver 30' concrete barrier wall, 3) Construct asphalt pavement next to shelter, 4) Construct port-a-potty enclosure, 5) Asphalt wedge to correct low spot, and 6) Install fence on headwalls. Items to be eliminated: 1) Item 291- 4 GND IN 2" CONDUIT WITH BENTONITE BACKFILL, 2) Item 292 - 6 GND IN 2" CONDUIT WITH BENTONITE BACKFILL, 3) Item 293 - 8 GND IN 1.5" CONDUIT WITH BENTONITE BACKFILL, 4) Item 294- 8 GND IN 0.75" CONDUIT WITH BENTONITE BACKFILL, 5) Item 39 - REMEDIATION OF UNSUITABLE FOUNDATION AREA FOR STRUCTURE, and 6) Item 2012 - IMPORT AND COMPACT FILL.

Why are you requesting?
This CO serves as a "clean-up CO" to add necessary items to the project and eliminate unused items.

It was determined that the minimum conduit size was to be 2" and the back fill was to be concrete instead of bentonite. Therefore, the four conduit items are being eliminated and replaced by the one conduit item being added. Items 39 and 2012 are being eliminated because they were "allowances" incase unsuitable subgrade was encountered, which were never used. The other items are being added to improve safety and performance of the project site. The concrete barriers created bins to store loose materials, asphalt area was increased to accommodate parking and storage next to the shelter, fence was installed to screen the port-a-potty from wind and from Old Frankfort Pike, an existing water ponding issue was corrected in the pavement, and fencing was added to the top of large headwalls to provide fall protection.

What is the estimated cost in this budget year and future budget years? The current PO amount is being reduced by $24,967.98.

Are the funds budgeted? N/A

Account Number:

1116 – 303301 -0001 - 90511 for -$24,967.98

File Number: 1127-25

Commissioner: Albright

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER Page 1 of 2	Date:	November 14, 2025	
	Project:	New Salt Dome & Associated Improvements Old Frankfort Pike	
	Location:	1791 Old Frankfort Pike	
To (Contractor): L-M Asphalt Partners LTD, d/b/a ATS Construction 3009 Atkinson Ave #400 Lexington, KY 40509	Contract No.	LF00207548	
	Original Contract Amt.	$4,048,683.00	
	Cumulative Amount of Previous Change Orders	$838,494.60	
	Percent Change - Previous Change Orders		20.71%
	Total Contract Amount Prior to this Change Order	$4,887,177.60	
	Change Order No.	2	

You are hereby requested to comply with the following changes from the contract plans and specification;

Current Change Order

Item No.	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price	
1	Install 2" conduit with concrete backfill		$98,000.00	
2	Provide and deliver 30' Concrete Barrier Wall		$10,455.00	
3	Construct asphalt pavement next to shelter		$18,127.40	
4	Construct port-a-potty enclosure		$4,800.00	
5	Asphalt wedge to correct low spot in exist pavement		$7,727.12	
6	Add fence to headwalls		$5,800.00	
291	4 GND IN 2" CONDUIT WITH BENTONITE BACKFILL	$ 48,825.00		
292	6 GND IN 2" CONDUIT WITH BENTONITE BACKFILL	$ 15,600.00		
293	8 GND IN 1.5" CONDUIT WITH BENTONITE BACKFIL	$ 3,412.50		
294	8 GND IN 0.75" CONDUIT WITH BENTONITE BACKFI	$ 24,400.00		
39	REMEDIATION OF UNSUITABLE FOUNDATION ARE	$ 67,000.00		
2012	IMPORT AND COMPACT FILL	$ 10,640.00		
	Total decrease	$169,877.50		
	Total increase		$144,909.52	
	Net Amount of this Change Order	($24,967.98)		
	New Contract Amount Including this Change Order	$4,862,209.62		
	Percent Change - This Change Order			-0.62%
	Percent Change - All Change Orders			20.09%

The time provided for the completion in the contract and all provisions of the contract will apply hereto.

Recommended by Brian Knapp (Proj. Manager) Date 11-19-2025

Accepted by Brent - Billy PRESIDENT (Contractor) Date 11/19/2025

Approved by Nancy Albright (Commissioner) Date 11/20/25

Approved by _____ (Mayor or CAO) Date _____

JUSTIFICATION FOR CHANGE	PROJECT: New Salt Dome & Associated Improvements Old Frankfort Pike
	CONTRACT NO. LF00207548
	CHANGE ORDER: 2

1. Necessity for change: 1) 2" conduits are to be installed instead of smaller conduits to ease the installation of the wires inside them. 2) Barrier walls are needed to create "bins" for storing bulk materials. 3) The area beside the shelter/training pad will be more useful being paved instead of grass. 4) Enclosing the port-a-pottys will improve the appearance from the road, and protect against wind damage. 5) Eliminate a existing low spot that holds water will better protect the pavement. 6) Adding fence to the top of large headwalls will provide fall protection. The addition of Item 1 replaces items 291, 292, 293, 294; therefore they are being eliminated. Items 39 and 2012 were " allowances" that were not used, therefore being eliminated.
2. Is proposed change an alternate bid? ___Yes __X__No
3. Will proposed change alter the physical size of the project? __ Yes _X__No

   If "Yes", explain.

4. Effect of this change on other prime contractors: N/A
5. Has consent of surety been obtained? ___Yes __X_Not Necessary
6. Will this change affect expiration or extent of insurance coverage? ___Yes _X_No

   If "Yes", will the policies be extended? ___Yes ___No
7. Effect on operation and maintenance costs: There should be no change to operating costs and no short term maintenance costs. There will be long term maintenance costs of the asphalt pavement such as crack sealing. Resurfacing should not be needed for many years, especially with the double dose of fiber that is proposed for the asphalt surface and minimal vechiular traffic will be on the asphalt near the shelter.
8. Effect on contract completion date: None. , the above items have already been constructed. The project is substantually complete.

_____ _____

Mayor Date

From: Todd McDaniel <TMcDaniel@atsconstruction.com>
Sent: Tuesday, September 24, 2024 8:53 AM
To: Brian Knapp <bknapp@lexingtonky.gov>; Dienst, Liz <Liz.Dienst@strand.com>
Cc: Starzman, Charlie <Charlie.Starzman@strand.com>; Tim Watkins <TWatkins@atsconstruction.com>
Subject: RE: pay app comments

[EXTERNAL] Use caution before clicking links and/or opening attachments.

All,

I'm fine with most comments. A few responses below. If no comment, good with the recommendation. There is a possibility that I will need a virtual option for today's meeting.

1. Item #8- brine was an accident on my end, agree should not be paid. AGREE
2. Item #15- The asphalt surface needs to be paid 100% to billed qty. We won't expect final payment on the final invoice until punch list is completed. AGREE
3. Item #12- Fine on the import/compact fill. We will have actual calculation later today once we convert the drone flight. TBD Agree to the 15,428 by ATS listed in Pay App #1
4. Item #291-295- There should be no reason to list concrete used on the conduit with bentonite items as its paid by the LF. We just want to change the "title" of the item and then list the LF of each conduit size used. (Not list the quantity of concrete used, sorry I was not clear). Will just clarify "title" at end of project.
5. CO Item- $35/LF for 8 GND in 2" Conduit AGREE – including agreeing to the unit price.
6. Item #38- General Conditions/Bonds/Insurance needs paid full Lump Sum per section 2.38 in the contract. We will not provide bond invoices as its not required by this contract. TBD AGREE to pay full LUMP SUM.

Tim,

Approved Brian Knapp 9-24-2024

$35/LF x 2800 LF = $98,000

Can you provide No. 2 Stone tickets for 6240122? CLASS II Channel Lining tickets provided by ATS did not summarize to quantity on Pay App#1, I see email asking for clarification. TBD Please revise quantity to 580.85 Tons.

Thank you,

Todd McDaniel, PE
ATS Construction
Project Manager and Estimator
(859) 223-7001 Office
(606) 813-6671 Mobile

From: Brian Knapp <bknapp@lexingtonky.gov>
Sent: Tuesday, September 24, 2024 7:59 AM
To: Dienst, Liz <Liz.Dienst@strand.com>; Todd McDaniel <TMcDaniel@atsconstruction.com>
Cc: Starzman, Charlie <Charlie.Starzman@strand.com>
Subject: RE: pay app comments

All,
The PDF sent yesterday had the "invoice #1" columns hidden by mistake; my bad. The attached has the original units & UP, the invoice #1 units & UP and the comments, all shown on one sheet.

Thank you,

PROPOSAL- LFUCG 58-2024 SALT DOME BARRIER WALL CHANGE ORDER

ATS Construction

3009 Atkinson Ave, Suite 400
Lexington, KY 40509
Contact: **Todd McDaniel**
Phone: **(606) 813-6671**
Fax: **(859) 231-0946**

Quote To: Brian Knapp

Phone:
Email:

Date: 2-27-2025
Job Name:
Designer:
Plan Sheets:
Date of Plans:

Approval for "Item 100000 - 30' Barrier Wall" ONLY

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100000	30' BARRIER WALL	510.00	LF	20.50	10,455.00
200000	MOBILIZATION	1.00	LS	1,500.00	1,500.00
GRAND TOTAL					**$11,955.00**

NOTES:

SCOPE OF WORK

Includes sawing, loading, hauling 30' barrier wall at Salt Dome site to be unloaded by LFUCG. LFUCG is to take permanent ownership of the wall. Ownership and loading is complimentary, hauling and unloading and mobilization of equipment to unload is per the additional pricing.

CONTRACT TERMS

- ATS Construction is quoting above as a UNIT PRICE PACKAGE.

- If scope of work and terms of contract are accepted, please sign and return a copy of this proposal.

- The above prices does not include performance and payment bond, add 3/4 of 1 percent performance and payment bond, if required.

- Additional mobilizations will be at a charge of $ 1,500.00 per EACH.

- ATS Construction is quoting the above prices based on non prevailing wages.

- ATS Construction BID QUOTATION LETTER shall be made a part of subcontract agreement.

- Any alterations or deviations from the above specified scope of work involving extra work will be executed only upon written orders and will be at an extra charge.

- ATS Construction proposes to furnish all materials, labor, and equipment to complete the work as described above.

- All traffic control shall be the responsibility of others with the exception of flagger personnel during the placement of the items listed in the scope of work above.

- All work will be completed in a workmanlike manner according to the standards of practice.

- All corrective work required for work performed by ATS Construction and damaged by others shall be considered extra work and become an extra charge.

- Payment is due upon completion, net 30. Projects requiring more than 30 days will be invoiced on a percentage of completion basis. Customer shall be charged 1.5% interest, compounded monthly, on accounts that are past due.

- ATS Construction is a pre-qualified contractor with the Kentucky Transportation Cabinet.

- Pricing is good for 60 days from date on proposal.

Please contact me with any questions you may have.

Respectfully Submitted,

Todd McDaniel, PE
Estimator & Project Manager

Todd McDaniel

Acceptance of Proposal for "Item 100000 - 30' Barrier Wall" only = $10,455.00

Date: 3-4-2025

Signature: Brian Knapp

PROPOSAL- LFUCG 58-2024 SALT DOME SHED PAD CHANGE ORDER

ATS Construction

3009 Atkinson Ave, Suite 400
Lexington, KY 40509
Contact: **Todd McDaniel**
Phone: **(606) 813-6671**
Fax: **(859) 231-0946**

Approved
Brian Knapp
5-9-2025

Quote To: Brian Knapp

Date: 5-9-2025
Job Name:
Designer:
Phone:
Email:
Plan Sheets:
Date of Plans:

Will be added to up coming C.O. #2.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
30000	FENCE ENCLOSURE (14' X 8')	1.00	LS	4,800.00	4,800.00
100000	ALTERNATE- HD ASPHALT	389.00	SY	46.60	18,127.40

NOTES:

SCOPE OF WORK

Work per Brian Knapp's drawing provided on 4/22/2025. Modified per email sent on Tuesday, 5-6-2025.

↳ refers to drawing "Shed pad 2.PDF"

CONTRACT TERMS

- ATS Construction is quoting above as a UNIT PRICE PACKAGE.

- If scope of work and terms of contract are accepted, please sign and return a copy of this proposal.

- The above prices does not include performance and payment bond, add 3/4 of 1 percent performance and payment bond, if required.

- Additional mobilizations will be at a charge of $1,500.00 per EACH.

- ATS Construction is quoting the above prices based on non prevailing wages.

- ATS Construction BID QUOTATION LETTER shall be made a part of subcontract agreement.

- Any alterations or deviations from the above specified scope of work involving extra work will be executed only upon written orders and will be at an extra charge.

- ATS Construction proposes to furnish all materials, labor, and equipment to complete the work as described above.

- All traffic control shall be the responsibility of others with the exception of flagger personnel during the placement of the items listed in the scope of work above.

- All work will be completed in a workmanlike manner according to the standards of practice.

- All corrective work required for work performed by ATS Construction and damaged by others shall be considered extra work and become an extra charge.

- Payment is due upon completion, net 30. Projects requiring more than 30 days will be invoiced on a percentage of completion

basis. Customer shall be charged 1.5% interest, compounded monthly, on accounts that are past due.

- ATS Construction is a pre-qualified contractor with the Kentucky Transportation Cabinet.

- Pricing is good for 60 days from date on proposal.

Please contact me with any questions you may have.

Respectfully Submitted,

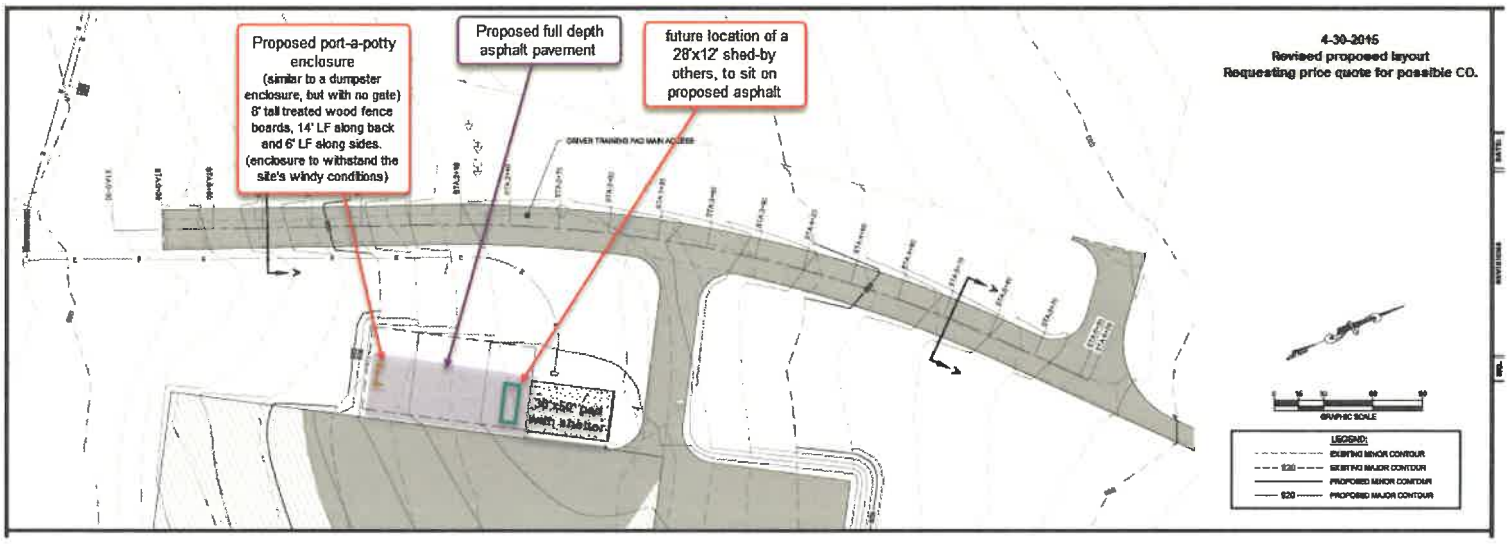
Todd McDaniel, PE
Estimator & Project Manager

Todd McDaniel

Acceptance of Proposal

Date:_____

Signature:_____


Proposed port-a-potty enclosure
(similar to a dumpster enclosure, but with no gate)
8' tall treated wood fence boards, 14' LF along back and 6' LF along sides.
(enclosure to withstand the site's windy conditions)
Proposed full depth asphalt pavement
future location of a 28'x12' shed-by others, to sit on proposed asphalt
4-30-2015
Revised proposed layout
Requesting price quote for possible CO.
LEGEND:
EXISTING MINOR CONTOUR
EXISTING MAJOR CONTOUR
PROPOSED MINOR CONTOUR
PROPOSED MAJOR CONTOUR

PROPOSAL- LFUCG 58-2024 SALT DOME WATER CORRECTION CHANGE ORDER

ATS Construction

3009 Atkinson Ave, Suite 400
Lexington, KY 40509
Contact: **Todd McDaniel**
Phone: **(606) 813-6671**
Fax: **(859) 231-0946**

Quote To: Brian Knapp

Phone:
Email:

Date: 5-23-2025
Job Name:
Designer:
Plan Sheets:
Date of Plans:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	ASPHALT WEDGING TO CORRECT WATER PONDING	1.00	LS	7,727.12	7,727.12
GRAND TOTAL					**$7,727.12**

NOTES:

SCOPE OF WORK

Approved
Brian Knapp
5-28-2025

Work per pre-punch list site meeting. Wedging includes preliminary survey work.

CONTRACT TERMS

- ATS Construction is quoting above as a LUMP SUM PRICE PACKAGE.

Will be added to upcoming CO #2.

- If scope of work and terms of contract are accepted, please sign and return a copy of this proposal.

- The above prices does not include performance and payment bond, add 3/4 of 1 percent performance and payment bond, if required.

- Additional mobilizations will be at a charge of $1,500.00 per EACH.

- ATS Construction is quoting the above prices based on non prevailing wages.

- ATS Construction BID QUOTATION LETTER shall be made a part of subcontract agreement.

- Any alterations or deviations from the above specified scope of work involving extra work will be executed only upon written orders and will be at an extra charge.

- ATS Construction proposes to furnish all materials, labor, and equipment to complete the work as described above.

- All traffic control shall be the responsibility of others with the exception of flagger personnel during the placement of the items listed in the scope of work above.

- All work will be completed in a workmanlike manner according to the standards of practice.

- All corrective work required for work performed by ATS Construction and damaged by others shall be considered extra work and become an extra charge.

- Payment is due upon completion, net 30. Projects requiring more than 30 days will be invoiced on a percentage of completion basis. Customer shall be charged 1.5% interest, compounded monthly, on accounts that are past due.

- ATS Construction is a pre-qualified contractor with the Kentucky Transportation Cabinet.

- Pricing is good for 60 days from date on proposal.

Please contact me with any questions you may have.

Respectfully Submitted,

Todd McDaniel, PE
Estimator & Project Manager

Acceptance of Proposal

Date:_____

Signature:_____

PROPOSAL- LFUCG 58-2024 SALT DOME HEADWALL FENCE

ATS Construction

3009 Atkinson Ave, Suite 400
Lexington, KY 40509
Contact: Todd McDaniel
Phone: (606) 813-6671
Fax: (859) 231-0946

Quote To: Brian Knapp

Date: 6-9-2025
Job Name:
Designer:
Plan Sheets:
Date of Plans:

Phone:
Email:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	HEADWALL FENCE	4.00	EA	1,450.00	5,800.00
GRAND TOTAL					**$5,800.00**

NOTES:

SCOPE OF WORK

Placement of fence on headwalls greater than 30". Includes all materials.

☑ APPROVED Brian

Will be added to CO#2

CONTRACT TERMS

- ATS Construction is quoting above as a UNIT PRICE PACKAGE.

- If scope of work and terms of contract are accepted, please sign and return a copy of this proposal.

- The above prices does not include performance and payment bond, add 3/4 of 1 percent performance and payment bond, if required.

- Additional mobilizations will be at a charge of $2,500.00 per EACH.

- ATS Construction is quoting the above prices based on non prevailing wages.

- ATS Construction BID QUOTATION LETTER shall be made a part of subcontract agreement.

- Any alterations or deviations from the above specified scope of work involving extra work will be executed only upon written orders and will be at an extra charge.

- ATS Construction proposes to furnish all materials, labor, and equipment to complete the work as described above.

- All traffic control shall be the responsibility of others with the exception of flagger personnel during the placement of the items listed in the scope of work above.

- All work will be completed in a workmanlike manner according to the standards of practice.

- All corrective work required for work performed by ATS Construction and damaged by others shall be considered extra work and become an extra charge.

- Payment is due upon completion, net 30. Projects requiring more than 30 days will be invoiced on a percentage of completion basis. Customer shall be charged 1.5% interest, compounded monthly, on accounts that are past due.

- ATS Construction is a pre-qualified contractor with the Kentucky Transportation Cabinet.

- Pricing is good for 60 days from date on proposal.

Please contact me with any questions you may have.

Respectfully Submitted,

Todd McDaniel, PE
Estimator & Project Manager

Acceptance of Proposal

Date:_____

Signature:_____

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1128-25

File ID:	1128-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Police
				File Created:	11/20/2025
File Name:	Memorandum of Understanding - United States Postal Inspection Service			**Final Action:**	

Title: Authorization to accept a Memorandum of Understanding with the United States Postal Inspection Service for the addition of a part-time Task Force Officer US Postal Inspector position to enhance the Package Interdiction Team effort to combat illegal substances coming through the mail. No budgetary impact. (L1128-25)(Weathers/Armstrong)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Cover Memo - Memorandum of Understanding - Memorandum of Understanding – United States Postal Inspection Service.pdf, Memorandum of Understanding - United States Postal Inspection Service.pdf, USPIS BWC Policy.pdf	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Renita Happy	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 1128-25

Title

Authorization to accept a Memorandum of Understanding with the United States Postal Inspection Service for the addition of a part-time Task Force Officer US Postal Inspector position to enhance the Package Interdiction Team effort to combat illegal substances coming through the mail. No budgetary impact. (L1128-25)(Weathers/Armstrong)

Summary

Authorization to accept a Memorandum of Understanding with the United States Postal Inspection Service for the addition of a part-time Task Force Officer US Postal Inspector position to enhance the Package Interdiction Team effort to combat illegal substances coming through the mail. No budgetary impact. (L1128-25)(Weathers/Armstrong)

Budgetary Implications: NO
Advance Document Review:

Law: Yes, Michael Sanner, November 20, 2025

Risk Management: No

Fully Budgeted: N/A
Account Number: N/A
Year Impact: $ -0-
Annual Impact: $ -0-
Project:
Activity:
Budget Reference:
Current Balance:

MAYOR LINDA GORTON

LEXINGTON

LAWRENCE WEATHERS
CHIEF
LEXINGTON POLICE DEPT.

TO: Mayor Linda Gorton
Urban County Council

Lawrence B. Weathers

FROM: Chief Lawrence B. Weathers
Lexington Police Department

CC: Commissioner Kenneth Armstrong
Department of Public Safety

DATE: November 20, 2025

SUBJECT: Memorandum of Understanding – United States Postal Inspection Service

Request
Authorization to accept a Memorandum of Understanding (MOU) with the United States Postal Inspection Service (USPIS).

Why are you requesting?
This MOU is for the addition of a part-time Task Force Officer (TFO) US Postal Inspector position. This position would be used to enhance the Package Interdiction Team (PIT) effort to combat illegal substances coming through the mail. This will allow our agency to have access to the shipping information needed to accurately investigate suspicious packages and prosecute those responsible. This position can also be of service to the entire agency when matters related to the mail are involved. All postal inspectors will be issued and are authorized to use assigned body-worn cameras pursuant to the BWC Policy (attached). The MOU may be terminated by either party upon a 30-day written notification to the other party.

The Lexington Police Department is requesting approval from the Urban County Council to authorize Mayor Gorton to sign the attached MOU. Upon approval and signing, please forward original agreement to the Chief's Office to acquire additional signature. If you have any questions or require additional information, please contact my office.

What is the cost in this budget year and future budget years? No budgetary impact

Are the funds budgeted? N/A
File Number: 1128-25
Director/Commissioner: **Lawrence B. Weathers, Chief**
Lexington Police Department

LBW/rmh

MEMORANDUM OF UNDERSTANDING

between

U.S. Postal Inspection Service

and

_____

1. **PARTIES.** The Parties to this Memorandum of Understanding (MOU) are the U.S. Postal Inspection Service (USPIS) and _____(Participating Agency).

2. **AUTHORITY.** Title 18, United States Code (U.S.C.), Section 3061; 39 U.S.C. § 401, 404, and 411.

3. **PURPOSE.** The Parties agree that effective enforcement of the laws relating to USPIS jurisdiction requires close cooperation and coordination between the two Parties. The Parties have therefore entered into this MOU to govern the use of USPIS designations by certain employees of the Participating Agency.

   Law enforcement officers designated by the Chief Postal Inspector as other agents of the United States Postal Service (USPS) with the authority to investigate criminal matters related to the USPS and the mails pursuant to 18 U.S.C. § 3061 may exercise the same powers as a Postal Inspector as set forth in 39 C.F.R. § 233.1 and USPS Administrative Support Manual (ASM) § 2. The Chief Postal Inspector may place limits on the exercise of these powers.

   There may be instances when USPIS determines that it is desirable for certain sworn law enforcement employees of the Participating Agency to perform certain USPIS duties. This MOU sets forth the agreement and relationship between the Parties with respect to this determination.

4. **RESPONSIBILITIES.**

   The Parties agree as follows:

   USPIS agrees to:

   a. Designate certain employees of the Participating Agency as Postal Inspector Task Force Officers (TFOs), to perform the duties as noted on the IS Form 506, *Task Force Officer - Designation*. A blank copy of IS Form 506, *Task Force Officer - Designation,* is attached hereto as Attachment A and incorporated herein by reference.

b. Issue an IS Form 506, *Task Force Officer - Designation*, to each designated TFO.

c. Provide appropriate training in laws, policies, and procedures to each designated TFO including, but not limited to, the USPIS Task Force Officer Cross-Designation Training Course.

d. Reimburse the Participating Agency for overtime salary expenses directly related to each designated TFO's work on USPIS investigations as outlined in the *Task Force Officer - Cost Reimbursement Agreement*, which is attached hereto as Attachment B and hereby made part of this MOU.

e. Provide a stipend to the Participating Agency for the sole use of providing an acceptable vehicle for the TFO to use in furtherance of their obligations to the USPIS as outlined in the *Task Force Officer - Vehicle Use Agreement*, which is attached hereto as Attachment C and hereby made part of this MOU. In the event a TFO is on extended leave or subject to sections 4(r) below, the stipend will be prorated to exclude those days.

f. Provide TFOs access badges, necessary keys, a cellphone, computer, and access to office space and equipment as required.

g. Provide TFOs with USPIS TFO credentials and badge. TFOs are required to identify themselves with the title, badge, and credentials issued by their employing agency. TFOs are prohibited from identifying themselves as Postal Inspectors or as employees of the USPIS. TFOs may display their authorizing documentation or TFO credentials and badge as necessary.

h. Process, under appropriate regulations, any injury claim submitted as a result of injuries occurring to the TFOs while such individuals are acting pursuant to this MOU, for compensation under the Federal Employee Workers Compensation Act (5 U.S.C. § 8101, et seq.).

<u>The Participating Agency agrees</u>:

i. That only sworn law enforcement officers of the Participating Agency who successfully complete the appropriate USPIS Task Force Officer Cross-Designation Training Course and receive an approved IS Form 506, *Task Force Officer – Designation,* will be designated as TFOs.

j. To advise USPIS of each court proceeding in which the validity of a TFO's enforcement authority becomes an issue and allow USPIS to provide legal memoranda or other assistance as deemed necessary by USPIS.

k. That Participating Agency employees designated as TFOs will follow USPIS directives, instructions, and policies when exercising enforcement authority conveyed by USPIS. Relevant sections of the Inspection Service Manual will be made available upon request.

l. To provide to USPIS, before designation of each TFO and on an ongoing basis, any derogatory information, or information that may call into question the TFO's truthfulness or ability to testify in court to include any corrective action

issued to the TFO by the Participating Agency.

m. To be responsible for the pay and benefits of their employees, subject to section 4(d) above.

n. To return all USPIS-issued equipment and identification when a TFO's designation is terminated.

o. To furnish a vehicle for use by the TFO. Said vehicle use shall allow the TFO immediate access to such vehicle to travel from their residences in order to be able to respond to joint initiative-related emergency call-outs, and to begin and end tours of duty in order to maximize investigative time, and to otherwise conduct investigations of common interest.

p. To provide the TFO for witness preparation and testimony even if the officer is no longer subject to IS Form 506, *Task Force Officer - Designation*.

q. That TFOs issued body-worn cameras (BWCs) by the Participating Agency are required to utilize BWCs, download and store BWC recordings, and utilize or release BWC recordings, in accordance with USPIS policy.

   TFOs who are not issued BWCs by the Participating Agency, will be issued BWCs by the USPIS and will be required to utilize BWCs, download and store BWC recordings, and utilize or release BWC recordings, in accordance with USPIS policy.

r. That TFO designations require immediate revocation if the TFO is charged with a criminal offense, to include, but not limited to, fraud, domestic violence, abuse of law enforcement authority, misuse of a firearm, or theft. Revocations may not be appealed.

s. That TFOs may carry and deploy any weapons and equipment authorized by the Participating Agency while engaged in task force operations, with the following restrictions and exceptions:

   1. Deployment of semi-automatic rifles on USPIS operations are required to be approved by the supervising Team Leader, in accordance with USPIS policy.

   2. Deployment of specialized tactical equipment and weapons is prohibited, e.g., flash bang devices, sniper rifles. This restriction does not apply if the TFO is supporting a task force operation by participating as a member of a separate entry or tactical team.

t. That TFOs are required to adhere to USPIS application of force policy.

u. That TFOs will complete all required compliance training detailed in USPIS policy.

v. That TFO designations require favorable adjudication at the Background Investigation – High Risk (BI) level. TFOs must maintain the BI level

throughout their designation as TFOs.

w. That the Participating Agency will submit an IS Form 505, *Task Force Officer – Certificate of Good Standing,* for each of its TFOs on an annual basis. A copy is attached hereto as Attachment D and hereby made part of this MOU.

Both Parties agree:

x. That TFO designations may be revoked or discontinued at any time, without cause, by the Chief Postal Inspector or designee or Inspector in Charge of the sponsoring USPIS field division. Revocations and discontinuances may not be appealed.

y. That any abuse of USPIS cross-designation authority by a TFO may lead to the immediate revocation of such cross-designation and the relevant IS Form 506, *Task Force Officer - Designation*.

z. To schedule periodic meetings to review this MOU, as required.

aa. That forfeiture actions arising from investigations under this MOU will be processed by the USPIS. All seizures subject to this MOU will be equitably shared consistent with DOJ and USPIS equitable sharing guidelines.

bb. That evidence collected in USPIS investigations which require forensic analysis will be submitted to USPIS Forensic Laboratory Services unless otherwise approved by the USPIS.

cc. That the TFO will cooperate in all aspects and phases of the litigation of cases the TFO participated in under this MOU.

dd. That the Participating Agency shall provide the USPIS 30 days advance notice of their intent to cease the TFO activities of an individual subject to an IS Form 506, *Task Force Officer - Designation*, whenever possible.

ee. To the following information sharing principles:

1. Each Party that discloses PII is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.

2. Sensitive information from both parties shall be protected from disclosure to authorized persons or groups.

3. The USPIS is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the USPIS so that corrective action can be taken. Similarly, if the USPIS becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing Party so that corrective action can be taken.

4. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.

5. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).

5. REPORTING AND DOCUMENTATION. USPIS will maintain the original signed IS Form 506, *Task Force Officer - Designation*, and the IS Form 509, *Task Force Officer – Policy Acknowledgement*. Copies of this form will be held by the Cyber and Investigative Technology Group, Task Force Officer Program, at USPIS National Headquarters, the designated TFO, and the Participating Agency.

6. POINTS OF CONTACT:

USPIS Division_____	Participating Agency_____
Name:_____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
Telephone: _____	Telephone: _____
E-mail Address: _____	E-mail Address:_____

7. **OTHER PROVISIONS.** This MOU is an internal agreement between the Parties and does not confer any rights, privileges, or benefits to any other party or the public.

   Nothing in this MOU is intended to conflict with current laws, regulations, or policies of either Party. If a term of this MOU is inconsistent with such authority, that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

   The forms and authorities referenced herein may be renamed or replaced by USPIS without prejudice to this MOU.

8. **EFFECTIVE DATE.** The terms of this MOU will become effective on the date the last Party signs the MOU. The Designation Form of each TFO is effective on the date the last Party signs the form.

9. **MODIFICATION.** This MOU may be amended by the written concurrence of both Parties.

10. **TERMINATION.** This MOU may be terminated by either Party upon a 30-day written notification to the other Party.

APPROVED BY:

U.S. Postal Inspection Service	_____ Agency Name
_____ USPIS Approving Official Name	_____ Agency Approving Official Name
_____ USPIS Approving Official Title	_____ Agency Approving Official Title
_____ USPIS Approving Official Signature	_____ Agency Approving Official Signature
_____ Date	_____ Date

Approved as to Form and Content by:

_____
Inspector-Attorney
Office of Counsel

a. Missions flight conducted.

b. Training flights conducted.

c. Liaison flights conducted.

d. Deployment request declinations (all flight types).

6.10 Body-Worn Cameras

6.10.1 Body-Worn Cameras – Generally

All postal inspectors will be issued and are authorized to use assigned body-worn cameras (BWCs) pursuant to this BWC Policy. Task force officers (TFO) are governed by this policy when acting as a TFO under a Memorandum of Understanding with the USPIS.

The BWC policy is effective immediately and applies to each postal inspector and/or TFO upon issuance of the BWC equipment to the individual postal inspector and/or TFO.

6.10.2 Body-Worn Cameras Program Roles and Responsibilities

The inspector in charge, Cyber and Investigative Technology Group, or their designee, will assign a program manager (body-worn cameras (BWC) program manager) to oversee the Inspection Service BWC Program.

The BWC program manager shall oversee the following:

a. **Body-Worn Cameras Project Coordinator**: Responsible for the development and administration of the Inspection Service's BWC Program, including camera systems management, technical liaison, and policy development.

b. **Technical System Administrator**: Responsible for the administration, management, and oversight of the Electronic Information System used for the management, storage, and retention of BWCs data.

c. **System Administrator(s)**: As defined in Handbook AS-805, *Information Security*.

d. **Division User Administrator(s)**: Perform functions to support use of the Electronic Information System by personnel in their assigned division. Has an Elevated Privilege User Account (individual) with a moderate level of system access, authority, and control.

e. **Body-Worn Cameras Training Administrator**: Responsible for development and implementation of the Inspection Service's BWC Training Program.

f. **Body-Worn Cameras Division Trainers**: Train division inspectors and support personnel on the use of BWCs.

6.10.3 Authorized Body-Worn Cameras Equipment and Placement

a. Definitions

1. Body-Worn Camera (BWC): BWC systems consist of a camera, microphone, battery, and onboard storage. They are designed to be worn on the body. The BWC must capture video and audio data. Upon activation, the BWC must automatically record date and time. The BWC must have a minimum 30-second pre-event recording mode.

2. Point-of-view camera (POV): POVs are accessory cameras used in conjunction with a BWC to enhance the first-person point of view of recordings.

b. Body-Worn Cameras Issuance as Accountable Property

All postal inspectors will be issued a BWC as accountable property.

Postal inspectors are required to use the BWC assigned to them. The use of a BWC assigned to someone else is prohibited without authorization from a supervisor or the BWC Program Manager. The temporary authorization of an alternate, government-issued BWC is limited to circumstances where the issued BWC is inoperable, and the postal inspector has an immediate need for BWC use.

c. Body-Worn Cameras Inspection and Testing

Postal inspectors and task force officers (TFOs) are required to check that their assigned BWC is charged and conduct a functions test to ensure the BWC is operational prior to the start of pre-planned operations.

Postal inspectors and TFOs are responsible for securing, storing, and maintaining assigned BWC equipment. Postal inspectors and TFOs shall notify their supervisor of equipment defects or malfunctions as soon as practicable so the BWC may be repaired, and a replacement unit may be issued if necessary.

d. Placement of Body-Worn Cameras

Postal inspectors and task force officers (TFOs) must wear their BWC to allow for an unobstructed field of view in a manner which maximizes the camera's ability to capture first-person video footage of the postal inspector's activities. The BWC should be worn facing forward, on the chest, below the clavicle, and no lower than the bottom of the sternum. Accessory cameras, such as point-of-view (POV) devices, may be worn in addition to the BWC, provided they capture the same or similar first-person POV.

6.10.4 Body-Worn Cameras Activation

Postal inspectors and task force officers (TFOs) must wear and activate their Body-Worn Cameras (BWCs) for the purpose of recording their actions during:

a. A pre-planned attempt to serve an arrest warrant or other planned arrest, including the apprehension of fugitives sought on state and local warrants within the United States and its territories.

b. The execution of a search or seizure warrant or order except for

the execution of search warrants or orders for records or data (in electronic format or otherwise) for which the execution of the warrant or order does not involve the entry of a physical location.

c. Other missions as authorized by the chief postal inspector or their designee.

When the postal inspector or TFO is wearing a BWC pursuant to this section, they must, when tactically safe to do so, record their actions if the postal inspector or TFO encounters an individual who is uncooperative, violent, assaultive, or discussing criminal conduct that in the postal inspector or TFO's judgment, consistent with their training and experience, could lead to the use of physical or deadly force or be relevant to the investigation.

Postal inspectors and TFOs are required to reactivate BWCs when the deactivation reason has changed, and BWC activation is required by this section.

a. Postal inspector and TFO discretion: Postal inspectors and TFOs wearing a BWC can use their discretion to record an incident or interaction if the postal inspector or TFO believes activation for any law enforcement contact, not covered by this policy, would be beneficial and would not be contrary to law or policy.

b. BWC Prohibited Activation: Postal inspectors and TFOs must not activate a BWC under the following circumstances, absent a nexus to an investigation, law enforcement activity, or a citizen request for assistance:

1. Recording First Amendment-related activities, such as protests or other speech activities.

2. Systemic, indiscriminate tracking of individuals, wide-scale monitoring, or unauthorized surveillance.

3. Recording for any personal use.

4. Within 500 feet of a suspicious package or bomb threat.

5. Interactions with known undercover personnel or activity, confidential informants, or sources.

6. During any court proceedings, unless taking law enforcement action.

7. To capture any legally privileged communications (e.g., attorney/client, doctor/patient).

8. Surreptitious recordings, including:

i. Recording while the BWC is not attended by postal inspectors or TFOs, except under circumstances where a citizen would not normally have a reasonable expectation of privacy, such as in the backseat of a law enforcement vehicle.

ii. Recordings of routine and normal business interactions and conversations with employees at office and field work locations, etc.

9. Law enforcement operational briefings, tactical planning, private conversations, and administrative activities among agency personnel.

10. In locations where individuals have a reasonable expectation of privacy (e.g., a residence, break rooms, locker rooms, restrooms), unless the recording is being made pursuant to an arrest or in a search of the location or the individuals.

11. Solely for conducting or supporting a personnel investigation, disciplinary action, or employee performance assessment.

12. During any medical or psychological treatments, consults, or evaluations with patients and/or medical personnel.

13. To record a particular individual or group of individuals based solely on their race, color, religion, national origin, sex, age, disability, sexual orientation, marital status, parental status, gender identity or expression, or political affiliation.

6.10.5 Body-Worn Cameras Deactivation Criteria

Postal inspectors and task force officers (TFOs) must deactivate Body-Worn Cameras (BWCs) when:

a. The scene is secured, or the law enforcement purpose has ended. For purposes of this policy, the term "secured" means that the scene is safe and under law enforcement control.

b. The postal inspector or TFO leaves the scene and anticipates taking no further action.

c. When a prohibited recording circumstance is encountered as referenced in *ISM* Section 6.10.4(e) above.

d. A mandatory recording circumstance no longer exists, or the postal inspector or TFO has determined that:

   1. A heightened expectation of privacy exists, and deactivation is required to preserve the dignity and privacy of the involved individual(s).

   2. An accidental activation has occurred.

   3. A victim, witness, or informant wishes to make a statement or share information, but requests the camera be turned off.

e. Inside a health care facility or ambulance:

   1. Postal inspectors and TFOs must be aware of patients' rights to privacy within an ambulance, medical facility, or hospital setting.

2. Postal inspectors and TFOs must try to avoid recording individual(s) other than the person of interest/suspect.

3. Postal inspectors and TFOs must try to avoid recording document(s) containing patient information.

4. If postal inspectors or TFOs are inside a healthcare facility or setting with a person of interest/suspect, and the individual becomes violent or assaultive, or if a potential use of force situation arises, the postal inspector or TFO will activate the BWC as soon as reasonably practicable.

Postal inspectors and TFOs must audibly record the reason(s) for BWC deactivation. Postal inspectors or TFOs must also document the reason for deactivating the BWC in related written reports.

6.10.6 Body-Worn Cameras Recordings

Collection and management of data, images, video, or metadata during the deployment of Body-Worn Cameras (BWCs) will adhere to procedures set forth herein and the *ISM Property and Evidence* chapter. Task force officers (TFOs) shall also reference *ISM* Section 6.10.11, Use of BWCs by task force officers.

a. **Uploading -** Postal inspectors shall upload BWC recordings as soon as practicable after the recording takes place. Absent compelling reason, the upload of BWC recordings must be within 96 hours of the action warranting recording.

b. **Editing -** Postal inspectors shall not delete, edit, alter, erase, duplicate, copy, share, display, tamper with, or otherwise distribute in any manner BWC recordings, other than as described in this policy.

c. **Reproducing/Copies -** Inspection Service personnel may create a copy of BWC data for purposes of redacting or sanitizing such data for privacy or confidentiality purposes for further disclosure to appropriate parties. The original BWC data must be maintained.

d. **Reporting and Documentation Requirements -** Postal inspectors and TFOs must properly document all use of BWCs, to include instances of failure and inoperability, in Inspection Service reports and Case Management.

If a postal inspector or TFO is required to activate BWC equipment pursuant to *ISM* Section 6.10.4, Body-Worn Cameras Activation, the postal inspector or TFO must state in the narrative of any related IS Form 75, *Report of Activity*, if BWC footage exists.

For circumstances where use of the BWC was required, postal inspectors and TFOs are required to document the reason why a recording (a) was not made, (b) was interrupted, and/or (c) was terminated.

6.10.7 Body-Worn Cameras Data Retention

a. **Body-Worn Cameras Data as Evidence:** Recorded media with evidentiary value must be retained until no longer needed.

b. **Body-Worn Camera Data as Routine/Non-evidentiary Recorded Media:** Recorded media determined to have no evidentiary value will be maintained for a period of six (6) months.

c. **Body-Worn Camera Data as Training Material:** Any recorded media linked to U.S. Postal Inspection Service training events that is potentially valuable for future use may be retained for agency purposes as training material upon approval of such use by the inspector in charge of the

Career Development Unit in coordination with chief counsel, or designee. Any media used as training material will redact the faces and alter the voices of recorded participants. Examples of training events include but are not limited to:

1. In-service scenarios.
2. Post Basic Training (PBT).
3. Closed incidents which serve as examples for future training concepts.

Recorded media determined to have training value may be retained until no longer needed.

Identifying information such as agency reference numbers may be added into the ID field to assist in correlating records to other Inspection Service or cooperating agency systems.

Tags may be used and applied to describe the type of incident (e.g., arrest, traffic stop, public assist, agency assist, injury accident). Personally identifiable information (PII) must not be used or applied with tags.

A description of the footage may be added into the Description field to assist in identifying what is contained in the footage.

Notes may be added into the Notes field for any purpose deemed useful by the postal inspector or reviewer.

6.10.8 Review of Body-Worn Cameras Recordings by Postal Inspectors and Task Force Officers

a. **Accessibility for Review:** Body-Worn Camera (BWC) data shall only be accessed, downloaded, shared, and disclosed by authorized personnel for authorized purposes. Common authorized purposes where authorized personnel may review BWC data include, but are not limited to, the following instances:

   1. To complete investigations and prepare related investigative reports.
   2. To support discovery obligations in connection with criminal prosecutions.
   3. To assist in testimony before a grand jury and any court-related proceeding, or as otherwise needed in connection with civil, criminal, or administrative proceedings.
   4. For training purposes (with personally identifiable information [PII] redacted or sufficiently sanitized).
   5. To evaluate claims of misconduct or other policy violations, including violations of civil rights and civil liberties.
   6. To conduct authorized compliance activities, including audits and oversight reviews.
   7. In preparation for administrative investigations/interviews.

b. **Chief Counsel Review of Use of Force Incidents:** Chief counsel, or their designee, must review BWC recordings following all use of force incidents, excluding handcuffing of compliant individuals, to determine whether the incident is a critical or non-critical incident.

   1. **Critical Incidents:** Following a critical incident, including but not limited to an officer-involved shooting (OIS), use of intermediate weapons, or other use of force resulting in death or serious bodily injury, postal inspectors and task force officers (TFOs) are

prohibited from reviewing BWC recordings absent approval from chief counsel, or designee, in consultation with the assigned prosecution official.

2. **Non-Critical Incidents:** Following non-critical incidents, postal inspectors and TFOs may have access to their own recordings and recordings shared by other postal inspectors for official use and may use recordings for the following purposes:

    i. Report writing or official preparation.

    ii. Court presentation.

    iii. Review of prosecution evidence.

    iv. Review victim/witness statements.

    v. Crime scene observations.

    vi. Drafting of charging documents.

    vii. Clarifying on-scene observations.

Postal inspectors and TFOs shall state in their reports whether BWC recorded data was viewed prior to completing the report. Unless otherwise prohibited by policy, postal inspectors and TFOs may review all available BWC recorded data that is relevant to a law enforcement encounter prior to writing initial reports regarding the encounter.

c. **Required Review of Body-Worn Cameras Data by Supervisors:** A supervisor must review BWC footage from incidents involving:

    1. Officer-involved shooting.

    2. Serious bodily injury or death.

    3. Death(s) in custody.

    4. Use of force by postal inspectors or TFOs.

    5. A reported use of force where postal inspectors or TFOs were present, even if postal inspectors or TFOs were not directly involved in the use of force.

    6. Allegations of professional misconduct by postal inspectors or TFOs.

    7. A reported incident that could result in a complaint being filed.

    8. Any time postal inspectors or TFOs are involved in an incident which requires hospitalization including but not limited to (a) in-custody deaths, (b) crashes, and/or (c) vehicle pursuit.

    9. Any time postal inspectors or TFOs are involved in an incident which results in a fatality.

In any of the circumstances listed in subpart 1-9 above, the supervisor must:

    10. Take physical custody of the BWC and download/upload the BWC footage to Evidence.com as soon as reasonably practicable, and in accordance with *ISM* Section 8.2.8.7, Digital Evidence Saved Evidence.com.

11. Identify, categorize, retain and restrict access to the BWC data.

All recorded media deemed evidence will be collected, processed, stored, controlled, and disposed of in accordance with the ISM *Property and Evidence* chapter.

Law enforcement managers/supervisors and/or the BWC program managers are prohibited from reviewing footage solely for the purpose of evaluating a postal inspector or TFO's performance during an operation or for conducting performance appraisals. This prohibition does not apply where the supervisor receives or is advised of an allegation or complaint related to the operation itself.

6.10.9 Public Release of Body-Worn Cameras Data

Body-Worn Camera (BWC) data is subject to disclosure under the Freedom of Information Act (FOIA) and is also subject to the redaction requirements of the Privacy Act. Any request for BWC data by private parties must be referred to the Inspection Service's Freedom of Information Act (FOIA) Unit.

a. **Freedom of Information and Privacy Act Requests**

The FOIA Unit will be responsible for ensuring that any required redactions are made prior to the release of BWC files. The FOIA Unit will provide requestors with appropriate cost estimates associated with fulfilling requests for BWC video files.

b. **Expedited Public Release of BWC Data**

1. The Inspection Service will publicly release all requested BWC recording(s) that depict an incident resulting in serious bodily injury or death to individuals in custody.

2. The FOIA Unit will expeditiously review the data referenced in subpart a above and approve it for public release as soon as practicable, subject to ensuring any data is redacted to protect the privacy rights of the persons depicted in the data, or other individuals' privacy implicated from such data, or to protect ongoing law enforcement operations.

3. Office of Counsel will consult with the U.S. Attorney's Office in the responsible federal district prior to the expedited release of the data with any necessary redactions.

c. **Proactive Public Release**

The Inspection Service may publicly release BWC recording(s) depicting the Inspection Service in a favorable light with the approval of the BWC program manager in consultation with chief counsel or designee, such as supporting a natural disaster relief effort, performing rescues, etc.

d. **Sensitive Investigative/Operational Techniques or Active/Ongoing Investigations**

The FOIA Unit will expeditiously review the data referenced in subpart a above and approve it for public release as soon as practicable, subject to ensuring any data is redacted to:

1. Protect the privacy rights of the persons depicted in the data, or other individuals' privacy implicated from such data.

2. Protect ongoing law enforcement unmanned aerial surveillance/technology and tactical communication methods.

3. Protect the identities of confidential informants, or active/ongoing investigations.

If there is a need to release this recording, the Office of Counsel (OOC) will review the footage for necessary

redactions from the recording as law enforcement sensitive and law enforcement privileged information and/or as otherwise permitted pursuant to federal law.

6.10.10 Use of Body-Worn Cameras by Task Force Officers

Task force officers (TFOs) must comply with U.S. Postal Inspection Service Body-Worn camera (BWC) requirements and Department of Justice guidelines, *Use of Body-Worn Cameras by Federally Deputized Task Force Officers*. When participating in an Inspection Service investigation or joint investigation pursuant to a TFO Memorandum of Understanding (MOU) with the Inspection Service, the TFOs must:

a. Comply with Inspection Service BWC policy by either wearing their home agencies' BWC equipment during Inspection Service enforcement actions or electing to utilize Inspection Service-issued BWC equipment.

b. Comply with the processes and procedures outlined in this policy, including those covering authorized use, activation, and deactivation of BWCs. This applies equally to the use of home agencies' BWC equipment and the Inspection Service-issued BWC equipment.

c. Download BWC recordings and provide the Inspection Service with copies of recordings promptly after the conclusion of the operation if the TFO is wearing their home agencies' BWC equipment. BWC recordings obtained from TFOs are to be considered duplicates, with their home agencies retaining the originals.

d. Comply with the terms and conditions of the MOU executed by the TFO's home agency relative to establishment of the TFO's authority.

TFO BWC recordings are controlled by, and the property of, the Inspection Service and will be retained and managed by the Inspection Service. The Inspection Service is responsible for considering requests to release TFO BWC recordings.

6.10.11 Use of Body-Worn Cameras by Postal Inspectors Acting Under Authority as Task Force Officers

When postal inspectors are participating in a task force operation or joint investigation pursuant to a Memorandum of Understanding (MOU) with a sponsoring agency and the U.S. Postal Inspection Service, the postal inspector must, unless otherwise agreed to in the MOU:

a. Comply with Inspection Service Body-Worn Camera (BWC) policy.

b. Wear Inspection Service-issued BWC equipment.

c. Comply with the processes and procedures outlined in this policy, including those covering authorized use, activation, and deactivation of BWCs.

d. Download BWC recordings and provide the sponsoring agency a duplicate of recordings promptly after the conclusion of the operation if the postal inspector is wearing Inspection Service BWC equipment.

e. Maintain all original BWC recordings pursuant to Inspection Service policy.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1131-25

File ID:	1131-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Mayor's Office
				File Created:	11/21/2025
File Name:	Legacy Business Park – Declaration of Covenants, Conditions and Restrictions			**Final Action:**	

Title: Authorization to approve the Declaration of Covenants, Conditions, and Restrictions of Legacy Business Park, which provides for the proper use, development, and maintenance of each parcel within Legacy Business Park. No budgetary impact. (L1131-25)(BenczAtkins)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	bluesheet memo - LBP CC&Rs 20251118, 11.19.25 (clean copy) Legacy Covenants and Restrictions	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Troy Black	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 1131-25

Title

Authorization to approve the Declaration of Covenants, Conditions, and Restrictions of Legacy Business Park, which provides for the proper use, development, and maintenance of each parcel within Legacy Business Park. No budgetary impact. (L1131-25)(BenczAtkins)

Summary

Authorization to approve the Declaration of Covenants, Conditions, and Restrictions of Legacy Business Park, which provides for the proper use, development, and maintenance of each parcel within Legacy Business Park. No budgetary impact. (L1131-25)(BenczAtkins)

Budgetary Implications [select]: No
Advance Document Review:

Law: { Yes, Completed by [Tiffany Holskey, 11/21/2025]}

Risk Management: {Select Yes/No, Completed by [Official, Date]}

Fully Budgeted [select]: No

Account Number: NA

This Fiscal Year Impact: NA

Annual Impact: NA

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

KEVIN ATKINS
CHIEF DEVELOPMENT OFFICER

TO: Mayor Linda Gorton
Urban County Council

FROM: Craig Bencz
Administrative Officer Sr.

CC: Kevin Atkins
Chief Development Officer

DATE: November 18, 2025

SUBJECT: Legacy Business Park – Declaration of Covenants, Conditions and Restrictions

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Request

Request Council approval of the Declaration of Covenants, Conditions, and Restrictions of Legacy Business Park, which provides for the proper use, development, and maintenance of each parcel within Legacy Business Park.

Reason for Request

The Industrial Authority Board has recommended Council approval of the Declaration of Covenants, Conditions, and Restrictions of Legacy Business Park ("CC&Rs"), which sets forth use, development, and maintenance requirements for businesses that locate in the Park and establishes minimum payroll requirements. The CC&Rs will be implemented by the Legacy Park Business Association, Inc. in conjunction with the Lexington-Fayette Urban County Industrial Authority.

What is the cost in this budget year and future budget years?

The cost for this FY is: N/A

The cost for future FY is: N/A

Are the funds budgeted? N/A

Account number: N/A

File Number: 1131-25

Director/Commissioner: Bencz/Atkins

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LEGACY BUSINESS PARK

ARTICLE I.	**GENERAL PURPOSE**
ARTICLE II.	**THE AUTHORITY**
ARTICLE III.	**ASSESSMENTS**
ARTICLE IV.	**NECESSITY OF REVIEW AND APPROVAL**
ARTICLE V.	**GENERAL PROVISIONS**
ARTICLE VI.	**SEVERABILITY AND LAWS**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR Legacy Business Park is made this _____ day of _____, 20____ (the "Effective Date"), by the Lexington-Fayette Urban County Government ("Declarant"), an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A.

RECITALS:

A. Declarant is the owner of the Legacy Business Park, as shown by the [ENTER PROPERTY DESCRIPTION/PLAT HERE] ("LBP").

B. Declarant desires to impose restrictive covenants which will impose a general plan for the development, maintenance, improvement, protection, use, occupancy and enjoyment of LBP, and to establish, adopt and impose covenants, conditions and restrictions upon LBP for the purpose of enforcing, protecting and preserving the value, desirability and attractiveness of LBP.

C. This Declaration is intended provide a flexible and reasonable procedure for the overall development, administration, maintenance, and preservation of LBP, and in furtherance of Declarant's general plan, Declarant has caused or intends to cause Legacy Business Park Association, Inc. (hereinafter referred to as the "Association" or "Authority") to be formed as a Kentucky nonprofit corporation to own, operate, and maintain the streets, the common areas, crosswalks, storm drains, basins, fences and entrances as are shown on the plats of lots in LBP (the "Common Areas"), to administer and enforce the provisions of this Declaration, and to exercise all rights provided in the Articles of Incorporation.

NOW, THEREFORE, Declarant hereby declares that all of LBP is and shall be held, sold, used and conveyed subject to the restrictions, covenants, and conditions contained in this Declaration, which shall run with the title to LBP. This Declaration shall be binding upon all parties having any right, title or interest in any portion of LBP, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each owner of any portion of LBP.

ARTICLE I: GENERAL PURPOSE

The purpose of these protective covenants is to insure proper use, development and maintenance of each parcel within the LBP, to preserve the value of each parcel within the business park as well as the land located within the vicinity; to protect the environment, to guard against the erection of improper, unsuitable structures and uses; to insure protection from incompatibility and unsightliness; to protect the health and safety of the general public; and to attract quality, image-conscious companies to the industrial park.

ARTICLE II: THE AUTHORITY

The Articles of Incorporation of the Legacy Business Park Association, Inc. ("Association" or "Authority") are recorded in the Office of the Fayette County Clerk, in Lexington, Kentucky. The membership of the Association shall consist of every owner or entity who is the owner of record of a fee simple or undivided interest in any lot which is subject to these Restrictions, and such members shall be classified as follows:

a. Class A membership shall consist of all members other than the Declarant;
b. Class B membership shall consist of the Declarant, through its Chief Development Officer.

Each member shall have one vote in respect to each lot owned by such member, but the right of Class A members to vote may be exercised only when, in the sole determination of Declarant, a Certificate of Occupancy has been issued for every lot within LBP. Upon the issuance of a Certificate of Occupancy on every lot within the LBP, Class A members shall be entitled to vote. Every owner or entity who is the owner of record of a fee simple or undivided interest in any lot which is subject to these Restrictions shall be a member and by acceptance of a deed for any lot, agrees to accept membership in and does thereby

become a member of the Association. However, in a case where a lot is owned by more than one person or entity, all such persons or entities combined shall be entitled to only one collective vote. All members shall abide by the Association's by-laws, rules, and regulations; shall pay the assessments provided for, when due (except the Declarant); and shall comply with all decisions of the Association's Board of Directors.

ARTICLE III. ASSESSMENTS

1. **OBLIGATION TO PAY ASSESSMENTS**. Each owner (other than Declarant) of a lot within LBP, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Authority all assessments as are levied pursuant to the terms of this Declaration. The purposes for which assessments may be used include, without limitation, maintaining, operating, managing, repairing, replacing or improving the Common Areas, or any improvements thereon; mowing grass and maintaining grades and signs; paying legal fees and expenses incurred in enforcing this Declaration; paying expenses incurred in collecting and administering assessments; paying insurance premiums for liability and fidelity coverage for the Authority, the Board and the Association; satisfying any indemnity obligation under this Declaration, the Articles, or the Bylaws; maintaining any fund reserve for necessary future expenses; and any other costs deemed necessary by the Board (collectively "the Obligations").

2. **AMOUNT OF ASSESSMENTS.** The Board of Directors of the Association shall annually determine the amount of and fix the due date of each assessment, which shall be based upon the costs of the Obligations. The Board of Directors of the Association may, from time to time, increase or decrease the assessment. The assessment will be prorated in the event of a change of ownership of a given lot for a portion of the year.

ARTICLE IV: NECESSITY OF REVIEW AND APPROVAL

No improvement shall be commenced, constructed, erected, placed, maintained or permitted upon any lot of the LBP, nor shall any addition or exterior alteration be made thereof, including, without limitation, to buildings, enclosures, fences, loading docks, parking facilities, paving, storage yards, or any structures; nor shall any landscaping or mounding be initiated or any sign be erected or altered; unless and until the plans and specifications for the same (hereinafter referred to as the "Improvement Plans") are submitted to and approved by the Authority, in such form and detail as specified by the Authority.

The Authority shall approve or disapprove the Improvement Plans submitted to it predicated on the Improvement Plans' conformance to the Legacy Business Park Design Guidelines as approved by the Lexington-Fayette Urban County Industrial Authority, which are attached hereto as Exhibit A (hereinafter referred to as "the Guidelines"); however, the Authority shall exercise its powers in a reasonable manner and in good faith, and shall not arbitrarily withhold its approval of the Improvement Plans. If the Improvement Plans are not sufficiently complete, or are otherwise inadequate, the Authority may reject

them as being inadequate, or the Authority may approve or disapprove them in part, conditionally or unconditionally, and reject or approve the balance. Prefabricated construction shall not be approved.

Every person or entity who submits Improvement Plans to the Authority for approval agrees, by submission of such plans and specifications, and every Owner or other person or entity who acquires an interest in any portion of LBP agrees, by acquiring title or an interest therein, that he or she will not bring any action or suit to recover any damages related to the approval or disapproval of any Improvement Plans by the Authority. The Authority's approval of any Improvement Plans shall not constitute the assumption of responsibility by, or impose any liability upon, the Authority, or its members or agents, as to the accuracy or sufficiency thereof. The Authority's approval shall also not constitute or be considered approval by the Lexington-Fayette Urban County Planning Commission, Lexington-Fayette Urban County Board of Adjustment, or the staff of either, which may additionally be required pursuant to all local, state, and federal laws and regulations. Plans requiring Planning Commission or Board of Adjustment approval shall be submitted simultaneously to, and approved by, the Association, while being submitted to the Lexington-Fayette Urban County Planning Commission or Board of Adjustment.

ARTICLE V: GENERAL PROVISIONS

1. **PRIMARY USE RESTRICTIONS**. All lots within LBP shall be utilized only for those purposes provided herein or otherwise approved by the Authority, but in no case shall the Authority's approval contradict the limitations provided herein. Lots shall be used for manufacturing and office purposes only, as approved by the Authority. No building shall be erected, altered, placed, or permitted to remain on any lot without the approval of the Authority.

2. **REQUIRED PAYROLL.** All lots within LBP shall only be used for those purposes authorized herein that result in a minimum rate of pay per employee and that generate a minimum total payroll per acre, at levels determined by the Lexington Economic Development Investment Board or the Lexington Industrial Authority Board, or their equivalents, at the time the respective lot is purchased. These amounts are adjusted annually and are adopted by reference as the minimum rate of pay and total payroll required for businesses utilizing those lots within LBP. These requirements will be verified by the LFUCG Division of Revenue annually for a period of ten (10) years, and each owner, by acquiring title or an interest therein, hereby consents to the Association requesting that information from the LFUCG Division of Revenue. Noncompliance for a period of twelve months may result in additional assessments as approved by the Authority.

3. **PERMITTED AND PROHIBITED USES.** All improvements located within the LBP shall comply with Zoning Ordinance number 008-2022, which is attached hereto as Exhibit B, as well as all other requirements of the Zoning Ordinance, as amended from time to time, applicable to the relevant zone which do not conflict with Zoning Ordinance number 008-2022.

4. **REQUIRED PROJECT CONSTRUCTION.** Every lot owner shall commence construction of a principal building or buildings thereon within twenty-four (24) months after the date of purchase of a lot that does not otherwise contain a principal building (the "Commencement Period"). Every lot owner shall complete the construction of a principal building or buildings thereon within twenty-four (24) months after the start of construction (the "Construction Period"). Failure to abide by this paragraph shall result in the Declarant having the option, at its sole discretion, to repurchase the property at the original executed purchase price. Such option shall be exercisable upon delivery of written notice to the buyer within six (6) months after the expiration of the Commencement Period or the Construction Period, whichever is applicable, as stated above in this paragraph. Closing shall take place within sixty (60) days following the exercise of such option on such date as shall be designated by the Authority specified in such notice. Any unpaid real estate taxes shall be subtracted from the repurchase price. The Authority, at their sole discretion, may also grant a one-time twelve (12) month extension to either the Commencement Period or the Construction Period, but not both unless good cause is shown.

5. **DIVISION OF LOTS.** The division of any lot, area, or tract of land within LBP for any purpose, shall not result in the creation of any parcel of less than 3 acres in size. No division of land or lot line adjustment shall occur without the prior approval of the Authority. Wage and employment requirements per acre shall apply to all subdivided lots.

6. **LANDSCAPE MAINTENANCE**. Landscaping is to be well maintained and shall remain in conformance with the original approved plan unless changes are approved by the Authority. All lots shall be kept in a neat and orderly condition. This shall include, but not be limited to, keeping the lot free of overgown landscaping, brush, vines, weeds, debris, and ensuring the grass thereon is cut or mowed at sufficient intervals to prevent the creation of a nuisance or fire hazard. Should any such as grass, weeds or other shrubs, trees or decorative materials, become overgrown, the Authority may order that such area be trimmed, mowed, or groomed within 48 hours by written or verbal request. If after 48 hours have passed, the owner neglects to take such actions requested, the Authority may enter the property and take such actions as necessary and assess such costs as a special assessment charge against the property.

7. **NUISANCES**. No obnoxious or offensive trade or activity shall be conducted on any lot and nothing shall be done which may become an annoyance or nuisance to any other lot or to the surrounding neighborhood.

8. **DRAINAGE**. Drainage of each lot in the TBP shall be in conformity with the general drainage plan of the TBP and all drainage and water detention standards adopted by Lexington-Fayette Urban County Government; no storm water drains, roof downspouts, or ground water shall be integrated into the sanitary sewer system, and all lot connections shall be made with water-tight joints in accordance with plumbing code requirements.

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9. **DISPOSAL OF TRASH**. No lot in the TBP shall be used as a dumping ground for rubbish, trash, garbage, or other waste. All such material kept upon the lot on a temporary basis shall be placed in a sanitary container which shall be maintained in a clean and sanitary condition.

10. **STREET TREES**. Street trees are to be well maintained and shall remain in conformance with the original approved plan unless changes are approved by the Authority. Damaged trees are to be replaced within (90) days if the damage requires the replacement of trees.

11. **EASEMENTS**. Title to any lot in the TBP shall be subject to the building set-back lines and any and all easements of record, as may be amended from time to time. No Owner shall damage or interfere with the installation and maintenance of utilities, or in any manner change the director or flow of drainage channels in any such easements, or in any manner obstruct or retard the flow of water through drainage channels in any such easement. Owner shall obtain any necessary encroachment agreements with relevant easement holders prior to any construction in an easement, unless deemed unnecessary by the easement holder.

12. **PARKING AND STORAGE**. On-street parking and loading is not permitted. No vehicle of any type shall be parked or left on any portion of the Property other than within a Lot's boundary.

13. **TEMPORARY STRUCTURES**. No trailer, tent, shack, garage, barn, motor home, or other temporary building or structure of any kind shall be used at any time for a residence either temporary or permanent. Temporary buildings, trailers or structures may be used by the owner of a lot during the construction or improvement of lots but shall be removed upon completion of construction. Removal shall occur within ninety (90) days following completion of construction and Certificate of Occupancy.

14. **MAINTENANCE OF SIDEWALKS AND TRAILS**. Owners are required to maintain all sidewalks and paved trails in, along, or adjacent to, their lots in conformity with the standards set forth by the Authority, the Legacy Business Park Design Guidelines, and the Lexington-Fayette Urban County Government ordinances. Any damage to sidewalks or paved trails in, along, or adjacent to, their lots must be repaired within thirty (30) days after notice is provided by the Authority. The Authority may, in its sole discretion, grant a written extension for the performance of this obligation. All repairs or replacements shall be performed to the original Improvement Plans. All sidewalk and trail access located on the respective lot shall be reasonably maintained throughout the duration of construction.

15. **MAINTENANCE RESPONSIBILITIES.** Each lot owner shall keep their property, all contiguous street right-of-way to edge of pavement, and all drainage and easement areas in a well-maintained safe, clean and attractive condition at all times.

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16. **OTHER APPLICABLE LAWS.** Notwithstanding the provisions contained herein, all development within the LBP shall be in accordance with all applicable local, state and federal laws.

ARTICLE VI. MISCELLANEOUS

1. **DECLARATION TERM –**This Declaration shall commence on the date hereof and the provisions of this Declaration shall run with and bind the land and shall be and remain in effect for a period of thirty years. Thereafter this Declaration shall automatically renew for subsequent periods of ten years each unless one hundred percent (100%) of the Board of Directors approve the termination of this Declaration. A written instrument terminating this Declaration shall not be effective unless recorded.

2. **ASSIGNMENT OF DECLARANT'S RIGHTS**. Declarant may assign, in whole or in part, its rights as Declarant by executing a document assigning such rights. There may be more than one Declarant, if Declarant makes a partial assignment of Declarant's status.

3. **COVENANTS TO RUN WITH THE LAND.** Each owner of any portion of the LBP, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, modifications and the jurisdictions, right, and powers of the Authority, created or reserved by this Declaration, and all rights, benefits, and privileges of every character hereby created, granted, reserved or declared, and all impositions and obligations hereby imposed shall run with the land and each and every part thereof and bind each and every owner as though the provisions of this Declaration were recited and stipulated at length in each and every deed conveyance.

5. **ENFORCEMENT.** The Declarant, Authority, or any owner of property within the LBP shall enforce all restrictions, conditions, covenants, reservations, liens and charges imposed now or in the future by the provisions of this Declaration, through one or more of the methods described herein.
   (a) The Declarant, Authority, or any owner of property within the LBP, shall have the right to prosecute a proceeding at law or in equity against the person or persons who have violated or attempted to violate any of these restrictions, conditions, covenants, reservations, or failed to pay any liens and charges.
   (b) The Authority shall have the additional right to fine or impose a penalty or sanction against the person or persons who have violated or attempted to violate any of these restrictions, conditions, covenants, reservations, or failed to pay any liens and charges, which, together with interest, costs, and reasonable attorney's fees relating to the violation, failure to pay the fine or monetary penalty, and enforcement of same, shall be the personal liability of the owner of the lot at the time the fine or monetary penalty was imposed as well as a charge on the lot; shall constitute a lien on the lot, beginning on the date of the fine or other monetary penalty is imposed; and shall be a continuing lien upon the lot until paid in full. The Authority, through its Board of Directors, shall implement an enforcement

policy consistent with this section which shall govern, without limitation, the monetary amounts of fines or penalties, possible non-monetary penalties and sanctions, as well as the process for citation and appeal rights.

Failure of the Declarant, Authority, or any owner to enforce any covenant or restriction of this Declaration will in no event be deemed a waiver of the right to do so in the future.

4. **ENFORCEMENT OF DECLARATION BY DECLARANT**. None of the provisions of this Declaration shall obligate or be construed to obligate Declarant, or its agents, representatives or employees, to undertake any affirmative action to enforce the provisions of this Declaration, any supplement to this Declaration, any tract declaration or any provision hereof and thereof, or to undertake any remedial or corrective action with respect to any actual asserted violation hereof or thereof. However, Declarant shall have the right to do any of the abovementioned actions in its sole discretion.

5. **AMENDMENTS TO THIS DECLARATION.** Except as otherwise provided, the Declaration of Covenants, Conditions and Restrictions of the Legacy Business Park may only be canceled or amended upon a three-fourths (3/4) vote of the Authority's board of directors and upon the recording of a written instrument, except that (a) no such cancellation or amendment shall affect the provisions of this section or Article II hereof unless the Declarant consents to same in writing, and (b) the Declarant's written consent to any other cancellation or amendment shall be required if Declarant still owns any lots or tracts of land within the entire LBP. This Declaration may also be amended at any time by the Declarant, provided that the Declarant owns at least one (1) lot in the LBP, provided that written notice specifying the nature of the amendment is sent to the owner of each lot in the LBP at least thirty (30) days prior to the effective date of such amendment. No amendments authorized in this section shall have retroactive effect.

6. **WAIVER**. The failure of the Declarant or the Authority to enforce any covenants herein contained shall in no event be deemed a waiver of the right to do so thereafter nor of the right to enforce any other restriction.

7. **GOVERNING LAW**. This Declaration and the separate provisions thereof shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky. Nothing contained herein shall nullify any of the requirements of federal, state or urban county government laws, regulations or ordinances. In instances where any applicable laws, regulations or ordinances conflict with these protective covenants, the more restrictive shall apply.

8. **SEVERABILITY.** Invalidation of any one of the restrictions or covenants contained within this Declaration of Restrictions and Covenants, by judgement or court order, shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

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IN WITNESS WHEREOF, Declarant has caused this instrument to be executed on the day and year first above written.

DECLARANT:
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

_____

LINDA GORTON, MAYOR
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Adopted by Lexington-Fayette Urban County Industrial Authority:

Date: December 4, 2025

4906-8176-5728, v. 1

DRAFT

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1132-25

File ID:	1132-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	2	**Contract #:**		**In Control:**	Grants and Special Programs
				File Created:	11/21/2025
File Name:	Request Council authorization to submit an application requesting $30,000 of federal funds and to accept the award if offered, from National PAL's Mentoring Grant Program for Lexington Police Activities League in FY 2026.			**Final Action:**	

Title: Authorization to submit an application requesting $30,000 of federal funds and to accept the award if offered, from National PAL Mentoring Grant Program for Lexington Police Activities League in FY 2026. To support the operation of our youth programming by assisting with athletic equipment, registration fees, conference participation, staffing support, snacks, and other allowable program expenses. (L1132-25)(Weathers/Armstrong)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	26 - Blue Sheet Memo National PAL Grant, 2024 NPAL Mentoring Program Allowable vs Non-Allowable Costs	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Ersula Killens	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 1132-25

Title

Authorization to submit an application requesting $30,000 of federal funds and to accept the award if offered, from National PAL Mentoring Grant Program for Lexington Police Activities League in FY 2026. To support the operation of our youth programming by assisting with athletic equipment, registration fees, conference participation, staffing support, snacks, and other allowable program expenses. (L1132-25)(Weathers/Armstrong)

Summary

Authorization to submit an application requesting $30,000 of federal funds and to accept the award if offered, from National PAL Mentoring Grant Program for Lexington Police Activities League in FY 2026. To support the operation of our youth programming by assisting with athletic equipment, registration fees, conference participation, staffing support, snacks, and other allowable program expenses. (L1132-25)(Weathers/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Michael Sanner, 11/20/2025

Risk Management: N/A

Fully Budgeted: Budget amendment will be completed, if awarded.

Account Number:

This Fiscal Year Impact: $30,000.00

Annual Impact: $0

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

TO: **LINDA GORTON, MAYOR**
URBAN COUNTY COUNCIL

FROM: **THERESA REYNOLDS, DIRECTOR**
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: **NOVEMBER 20, 2025**

SUBJECT: **National PAL Mentoring Program Grant for the Division of Police**

Request: Council authorization to submit an application requesting $30,000 of federal funds and to accept the award if offered, from National PAL Mentoring Grant Program for Lexington Police Activities League in FY 2026.

Purpose of Request: The Division of Police will prepare an application for submission to the National PAL Mentoring Grant Program requesting $30,000 in federal funds. These funds would support the successful operation of our youth programming by providing assistance with athletic equipment, registration fees, conference participation, staffing support, snacks, and other allowable program expenses.

What is the cost in this budget year and future budget years? Available funding in Fiscal Year 2026 is $30,000.00. There is no cost to the general fund budget for FY 2026. The cost of future years' budgets is dependent on availability of grant funding.

Are the funds budgeted? Budget amendment will be completed, if awarded.

File Number: 1132-25

Director/Commissioner: Weathers/Armstrong

2024 NPAL Mentoring Program Allowable vs. Non-Allowable Guidelines*

Note: Items must be included in your approved budget in order to be reimbursable, and proper supporting documentation must be provided. If you have any questions about whether an expense is allowable, please contact David Cook at FirstPic, Inc. at 667-307-4452 before incurring the expense.

	Allowable	Non-Allowable
Personnel	• Up to 100% of salary expenses for PAL staff involved in direct program implementation and expansion activities • Up to 10% for administrative/finance staff/other staff who indirectly assist with fulfilling program requirements (Executive Director, Finance Coordinator, etc.)	• Overtime Rate • Bonus Pay • Leave time for hourly employees not working 100% on the program (vacation, PTO, sick, holiday, etc.)
Fringe Benefits	• Employer paid benefits such as: FICA, worker's compensation, unemployment, etc. • Employer paid insurance premiums: Employee only premium rates, less employee contributions • Only fringe benefits specifically listed in the approved budget may be claimed for reimbursement	• Premiums for insurance coverage of family members • Employee contribution portion of insurance premium
Facilities	• Must be specifically approved by National PAL	• Rent/Mortgage payment • Utilities
Equipment		• Computers/laptops and tablets • Large sports equipment (i.e. boxing rings, basketball hoops, heavy bags) • Anything permanently affixed to the ground
Supplies	• T-shirts/sweatshirts if in approved budget and used to ensure the safety of mentees during off-site NPAL Mentoring activities • Light snacks: e.g., chips, crackers, vegetables, fruits, snack bars – if necessary to the program (e.g., timing of session is such that a snack is needed to curb hunger and improve focus) • Printed flyers for recruitment and promotion of the program • Office/Program Supplies: paper, markers, poster board, paper plates, napkins, toner cartridges, etc. • Printer – limit of $150 • Ink and toner for printer (within a reasonable amount based on number of sites/youth served) • Storage for supplies (e.g. plastic bins, small filing cabinets, etc.)	• Any kind of meal (including pizza), ingredients to create a meal (e.g. gound beef, chicken, tortillas, etc.) • Food/snacks for staff meetings or mentor trainings (snacks are only for events attended by mentees when necessary – see note to left) • Decorations – including tablecloths, streamers, balloons, etc. • Trinkets such as pens, fridge magnets, etc. • Gifts or incentives for mentees or mentors • Gratuities • Any costs associated with fundraising • Supplies for renovation of PAL site location where activities will be held – e.g. furniture, tools, paint, etc. • Permanently affixed cabinets or shelving

Travel	• Local travel associated with the program (e.g., transporting participants to an event and/or sessions, picking up program supplies, etc.) • Gas or mileage • Transportation expenses for National PAL Annual Conference • Transportation expenses for National PAL Youth Summit	• Claiming both mileage and gas (mileage is used when traveling by personal vehicle; gas reimbursement is used when traveling by organization owned vehicle) • Travel insurance • Maintenance expenses related to vehicles used for the program
Contract Specialist	• Contractors paid a **maximum** of $650 per 8-hour day at a rate of $81.25/hour	• Contractors paid more than $81.25/hour when that is not a "reasonable" rate for the particular service in your area
Other Costs	• Background checks • Trainings specifically approved by National PAL	• Construction costs

***List is not all inclusive.**

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1133-25

File ID:	1133-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Human Resources
				File Created:	11/21/2025
File Name:	26-0027- Park Maintenance Supervisor			**Final Action:**	

Title: Authorization to amend the classified civil service authorized strength by abolishing twelve (12) positions of Park Maintenance Supervisor, Grade 517N; creating twelve (12) positions of Park Maintenance Supervisor, Grade 518N; and transferring the incumbents, effective at the beginning of the first pay period upon passage of Council. This action will have a 12-month impact of $58,146.31. (L1133-25) (George/Hamilton)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	26-0027, From to 26-0027	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Alana Morton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 1133-25

Title

Authorization to amend the classified civil service authorized strength by abolishing twelve (12) positions of Park Maintenance Supervisor, Grade 517N; creating twelve (12) positions of Park Maintenance Supervisor, Grade 518N; and transferring the incumbents, effective at the beginning of the first pay period upon passage of Council. This action will have a 12-month impact of $58,146.31. (L1133-25) (George/Hamilton)

Summary

Authorization to amend the classified civil service authorized strength by abolishing twelve (12) positions of Park Maintenance Supervisor, Grade 517N; creating twelve (12) positions of Park Maintenance Supervisor, Grade 518N; and transferring the incumbents, effective at the beginning of the first pay period upon passage of Council. This action will have a 12-month impact of $58,146.31. (L1133-25) (George/Hamilton)

Budgetary Implications [select]: Yes
Advance Document Review:

Law: { Select Yes/No, Completed by [Attorney Name, Date]}

Risk Management: {Select Yes/No, Completed by [Official, Date]}

Fully Budgeted [select]: No
Account Number:
This Fiscal Year Impact: $
Annual Impact: $
Project:
Activity:
Budget Reference:
Current Balance:

MAYOR LINDA GORTON

LEXINGTON

GLENDA HUMPHREY GEORGE
DIRECTOR
HUMAN RESOURCES

M E M O R A N D U M

TO: Linda Gorton, Mayor
Sally Hamilton, Chief Administrative Officer
Council Members

FROM: _____
Glenda Humphrey George, Director
Division of Human Resources

DATE: **November 21, 2025**

RE: **Park Maintenance Supervisor**

Request:
The attached action is requesting authorization to amend the classified civil service authorized strength by abolishing twelve (12) positions of Park Maintenance Supervisor, Grade 517N; creating twelve (12) positions of Park Maintenance Supervisor, Grade 518N; and transferring the incumbents, effective at the beginning of the first pay period upon passage of Council.

Why are you requesting:
With the approval of the CAO, the Division of Human Resources conducted a market study for the Park Maintenance Supervisor classification. This is part of the 48 jobs and 537 positions that were studied as part of the labor and trade series. This group was omitted from the original group and should have been included.

What is the cost in this budget year and future budget year?
This action will have a 12-month impact of $58,146.31.

File Number: 1133-25

Director/Commissioner: Glenda Humphrey George/Sally Hamilton

If you have questions or need additional information, please contact Alana Morton at 859-258-3037.

Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 11/21/25

Classified Civil Service

Changes From:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Division of Parks and Recreation (760)							
760.115	12	370520	517N	Park Maintenance Supervisor	-----	Christopher Shafer	$24.078 /hourly
						James Shepherd	$26.958 /hourly
						Eric Smith	$25.000 /hourly
						Heath Jackson	$25.335 /hourly
						Alfred Wingate	$25.455 /hourly
						Taylor Grayson	$25.470 /hourly
						Heidi Lawson	$25.908 /hourly
						Thomas Allen	$26.265 /hourly
						Gary Burrows	$29.915 /hourly
						Robert Harris	$31.328 /hourly
						Darrell Hager	$30.448 /hourly
						VACANT	$23.339 /hourly

Changes To:

Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Division of Parks and Recreation (760)							
760.115	12	370520	518N	Park Maintenance Supervisor	-----	Christopher Shafer	$25.763 /hourly
						James Shepherd	$28.845 /hourly
						Eric Smith	$26.750 /hourly
						Heath Jackson	$27.108 /hourly
						Alfred Wingate	$27.364 /hourly
						Taylor Grayson	$27.364 /hourly
						Heidi Lawson	$27.722 /hourly
						Thomas Allen	$28.104 /hourly
						Gary Burrows	$32.009 /hourly
						Robert Harris	$33.521 /hourly
						Darrell Hager	$32.579 /hourly
						VACANT	$24.505 /hourly

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1134-25

File ID:	1134-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Mayor's Office
				File Created:	11/21/2025
File Name:	Legacy Business Park - Columbia Gas Deposit			**Final Action:**	

Title: Authorization to execute a Line Extension Agreement with Columbia Gas of Kentucky, Inc. for the installation of natural gas service for the Legacy Business Park project at a cost of $433,278.98 as a refundable deposit. Funds are budgeted. (L1134-25)(Bencz/Atkins)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	bluesheet memo - Legacy Business Park - Columbia Gas 20251118, LEA - Legacy Business Park	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Troy Black	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 1134-25

Title

Authorization to execute a Line Extension Agreement with Columbia Gas of Kentucky, Inc. for the installation of natural gas service for the Legacy Business Park project at a cost of $433,278.98 as a refundable deposit. Funds are budgeted. (L1134-25)(Bencz/Atkins)

Summary

Authorization to execute a Line Extension Agreement with Columbia Gas of Kentucky, Inc. for the installation of natural gas service for the Legacy Business Park project at a cost of $433,278.98 as a refundable deposit. Funds are budgeted. (L1134-25)(Bencz/Atkins)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: { Yes, Completed by [Evan Thompson, 11/21/2025]}

Risk Management: {Select Yes/No, Completed by [Official, Date]}

Fully Budgeted [select]: Yes

Account Number: 1105-136103-0001-90319
This Fiscal Year Impact: $ 433,278.98
Annual Impact: NA
Project: LEGACYBUSP_2024
Activity:
Budget Reference:
Current Balance: $1,311,695.00

MAYOR LINDA GORTON

LEXINGTON

KEVIN ATKINS
CHIEF DEVELOPMENT OFFICER

TO: Mayor Linda Gorton
Urban County Council

FROM: Craig Bencz
Administrative Officer Sr.

CC: Kevin Atkins
Chief Development Officer

DATE: November 18, 2025

SUBJECT: Legacy Business Park – Columbia Gas Line Extension Agreement

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Request

Request Council authorization to execute a Line Extension Agreement with Columbia Gas of Kentucky, Inc. for the installation of natural gas service for the Legacy Business Park project at a cost of $433,278.98 as a refundable deposit.

Reason for Request

Columbia Gas of Kentucky, Inc. requires a refundable deposit in the amount of $433,278.98 to proceed with execution of a Line Extension Agreement for the installation of natural gas infrastructure for the Legacy Business Park project. This deposit is refundable over a ten (10) year period as businesses locate in Legacy Business Park and begin to utilize natural gas.

Natural gas infrastructure will be installed in calendar year 2026 after the execution of the Agreement and concurrent with the ongoing construction of the Legacy Business Park project.

What is the cost in this budget year and future budget years?

The cost for this FY is: $433,278.98 (refundable deposit)

The cost for future FY is: N/A

Are the funds budgeted?

The funds are budgeted.

Account number: 1105-136103-0001-90319, LEGACYBUSP_2024

File Number: 1134-25

Director/Commissioner: Bencz/Atkins

Project ID: WMS2300672	Location No: 2621 - Lexington, KY	Job Order No: CN04 - 4000093541
Opportunity No: 287799	Sales Rep: A. Elliott	Deposit Required: $433,278.98

Columbia Gas®
A NiSource Company

COLUMBIA GAS OF KENTUCKY, INC.
LINE EXTENSION AGREEMENT COMMERCIAL/INDUSTRIAL

THIS AGREEMENT, entered into as of the 13th day of November, 20 25 ("Effective Date"), by and between Columbia Gas of Kentucky, Inc. ("Columbia"), with offices located at 2001 Mercer Road, Lexington, KY 40511 and Lexington Fayette Urban Co. Gov't ("Applicant"), located at 200 E. Main St Lexington, KY 40507 represents the full and complete understanding between Columbia and the Applicant under which Columbia will construct, install and/or improve certain facilities at, near, or necessary to provide natural gas service availability to Applicant's facility, also known as Legacy Business Park, located in Lexington, KY, Kentucky (the "Project" or "Project Area"), in accordance with the plans currently on file with Columbia.

WITNESSETH:

WHEREAS, Applicant is developing and constructing the Project and Applicant desires that natural gas service be made available to the Project Area; and,

WHEREAS, Columbia is a natural gas utility operating within the Commonwealth of Kentucky and is willing to extend natural gas service availability to the Project Area, subject to the terms and conditions below; and

WHEREAS, construction, installation, and/or improvement of facilities are necessary in order for Columbia to make natural gas service available to the Project Area; and

WHEREAS, Applicant understands that payment shall be made by Applicant to Columbia (the "Deposit") for the costs of construction, installation and/or improvements of the facilities that are not deemed economically justified at Columbia's expense, based on a cost-benefit study using information provided by Applicant.

NOW, THEREFORE, the parties desire to enter into this Agreement subject to the terms and conditions as set forth herein, and intending to be legally bound, do hereby agree as follows:

1. Contingent on Columbia acquiring all easements and right of ways required for the installation or improvement of the gas distribution system necessary to provide natural gas service to the Project Area, Columbia agrees to construct, install and/or improve certain natural gas facilities determined by Columbia to be necessary in order to provide the requested natural gas service to Applicant (the "Facilities"). Such work includes the extension by Columbia of its natural gas distribution main ("Main Extension") approximately 7,000 feet to the geographic area of the Project in accordance with the plans on file in Columbia's office.

2. The Facilities (e.g., Main Extension, all gas pipes, services, meters, regulators, fittings and any other ancillary natural gas equipment installed up to the outlet side of the meter) when built shall be and remain the property of Columbia. This provision shall survive termination of this Agreement.

3. Applicant agrees to pay to Columbia $ 433,278.98 as a Deposit, prior to such time as Columbia begins to construct, install and/or improve the Facilities. The Deposit is for Facilities which are not deemed economically justified at Columbia's expense, based on a cost-benefit study using information provided by Applicant.

4. Columbia has no obligation to initiate scheduling of construction, installation and/or improvement of the Facilities unless and until such time as the aforementioned Deposit has been paid and this Agreement has been executed and timely returned to Columbia. Additionally, Columbia has no obligation to initiate scheduling of construction and/or installation of any portion of the Facilities until such time as the work will not impair the operation of Columbia's gas distribution system or its service to its customers. Columbia, at its discretion, may delay its performance under this Agreement and, in such event, Columbia shall provide Applicant notice either before or after such delay occurs.

5. Refund of the Deposit will be made to Applicant in accordance with the following conditions:

   i. No amount shall be refunded and no refund obligation shall exist on account of any current Columbia customer unless otherwise determined by Columbia. The refund calculation shall take into account residential development and commercial/industrial usage served directly from the Main Extension (i.e., via a service line), in accordance with the methodology as set forth below. The refund calculation shall not apply to any customer served by or from laterals or further extensions of the Main Extension.

   ii. Refunds will occur on an annual basis, beginning twelve months after the Effective Date of this Agreement , for a period not to exceed ten (10) years, from the Effective Date. Columbia will refund to the Applicant an amount equal to the incremental volumes sold or transported directly from the Main Extension, but not through laterals therefrom or to further extensions thereof, which are over and above those volumes used to determine the portion of the distribution Main Extension to be done at Columbia's expense multiplied by Columbia's applicable base rate charges. The annual volumes used to determine the portion of distribution Main Extension to be done at Columbia's expense are zero Mcf.

   iii. In no event shall any amount in excess of the total Deposit paid to Columbia be refunded to Applicant.

   iv. In the event that Applicant has a past due balance for gas service ("Past Due Amount"), Columbia shall have the right to keep and refuse to refund the Deposit to the extent of the Past Due Amount and may apply the Deposit to the Past Due Amount in lieu of making a refund to Applicant.

6. Termination:

   i. If this Agreement is terminated prior to completion of the Facilities, Applicant shall be responsible for all costs expended or obligated by Columbia related to the Facilities at the time of termination, and Columbia may deduct any and all costs related to this Agreement and the cost of Facilities that it has expended or obligated, up to the effective date of termination, from the Deposit. Columbia does not waive any other rights in law or equity it may have as a result of the termination of this Agreement. No refunds, as provided for in Section 5, shall be due to Applicant in the event of a termination pursuant to this Section 6.

   ii. This Agreement shall automatically terminate upon the occurrence of any of the following events:

      a. Columbia has refunded the entire amount referred to in Section 3;or

      b. Ten (10) years have elapsed from the Effective Date of this Agreement; or

      c. Applicant discontinues or requests the discontinuance of natural gas service to the Project; or

      d. Termination of natural gas service to the Project by Columbia for Applicant's default under this Agreement; or

      e. Termination of natural gas service to the Project by Columbia for any reason permitted under the Columbia's Tariff, including, but not limited to, Applicant's failure to timely pay invoices for gas service; or

f. Applicant refuses natural gas service to the Project; or

g. Applicant becomes insolvent; subject to applicable law institutes or has instituted against it bankruptcy, insolvency, reorganization, liquidation, and/or any other debt adjustment proceedings; or makes an assignment for the benefit of creditors.

iii. It is anticipated by the parties that Applicant will make the Project site ready for Columbia's construction of its Main Extension within 18 months of the Effective Date. Subject to the other provisions of this Agreement, it is anticipated that Columbia shall begin its work hereunder within a commercially reasonable time after Applicant has made the Project site ready for Columbia. Columbia on ten (10) days written notice may terminate this Agreement if Applicant abandons the Project or fails to timely construct or develop the Project.

7. Applicant agrees that, unless otherwise required by law or order of any governmental body having jurisdiction over Columbia, Columbia shall not be required to pay interest, carrying charges, or any other amounts arising out of or related to the payment made pursuant to Section 3.

8. No provision of this Agreement shall be binding upon either party unless both parties have executed and exchanged fully executed copies of this Agreement within 60 days of Columbia providing this Agreement to Applicant for execution. Unless the parties otherwise agree in writing, it is a condition precedent to the effectiveness of this Agreement that Applicant shall pay to Columbia the Deposit at the same time as the submittal of this Agreement or a date agreeable to both parties. Failure to make such payment may, at Columbia's option, result in termination of this Agreement.

9. Any payment obligation of either party arising pursuant to this Agreement shall survive the termination of this Agreement.

10. Applicant may not assign this Agreement without express prior written consent from Columbia.

11. Applicant agrees to enter into a Right of Way Agreement with Columbia in which Applicant shall grant to Columbia all necessary easements or rights of way on property owned or controlled by Applicant at no cost to Columbia. Applicant warrants that it is the sole fee simple owner of the Project premises and has the necessary authority to grant any necessary easements or rights of way on said premises. Applicant shall also use its best efforts to assist Columbia in acquiring any necessary easements or rights of way on property owned by third parties that are not in a public street or alley. Applicant understands and agrees that Columbia shall not be obligated to construct the Facilities and this Agreement shall be terminated at the discretion of Columbia if: (i) Applicant fails to enter into the Right of Way Agreement with Columbia, referenced above; or (ii) Columbia is not able to obtain such third party easements or rights of way upon terms and conditions (including cost) mutually agreeable to Columbia and such third party property owner(s). In the event of such termination, Applicant shall be responsible for all costs expended or obligated by Columbia related to the Facilities at the time of termination.

12. The failure of either party to insist upon strict performance of any provision hereof shall not constitute a waiver of, or estoppel against, asserting the right to require such performance in the future, nor shall a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to any other breach or a later breach of a similar or different nature.

13. Columbia may suspend this Agreement and/or renegotiate the terms of this Agreement, due to conditions beyond Columbia's commercially reasonable control; adverse digging or soil conditions (e.g. rock, culturally or environmentally sensitive sites, hazardous materials, etc.); financial, labor, material and other resource constraints; or delay or denial of necessary approvals or permits. If the parties do not reach mutual agreement on renegotiated terms within thirty (30) days of Columbia's written request to renegotiate, Columbia may terminate this Agreement. In the event of such termination, Applicant shall

be responsible for all costs expended or obligated by Columbia related to the Facilities at the time of termination. In no event shall Columbia be liable for any lost profits, indirect, consequential, punitive, or special damages, by reason of any services performed, or undertaken to be performed hereunder. Columbia is not responsible for losses of any kind suffered by Applicant or any third party resulting from work delays or cancellation, or refusal by a governmental entity to issue any necessary permit or approval, or resulting from events beyond its reasonable control.

14. Applicant, at its own expense, shall (i) respond to reasonable requests to provide all necessary information describing the physical characteristics of the property where Columbia will be conducting its work hereunder including surveys, site elevations, legal and other required descriptions, information about existing conditions, sub-surface and environmental studies, reports, investigations and the like which it may have now or in the future; (ii) mark and identify for Columbia, the correct locations of all underground facilities (e.g., septic systems, sprinkler systems, water lines electric lines, propane tanks and lines, etc.) owned by the Applicant and/or others at or about the property where Columbia will be conducting its work hereunder; (iii) notify Columbia of any condition on or about the property where Columbia will be conducting its work hereunder, of which the Applicant is aware, which could affect the work contemplated hereunder; and (iv) cooperate with Columbia so that Columbia may complete its work hereunder. Columbia shall not be obligated to construct and install the Main Extension or other elements of the Facilities, and this Agreement shall be terminated at the reasonable discretion of Columbia if Applicant fails to satisfy its obligations as set forth in this Section 14. In the event of such termination, Applicant shall be responsible for all costs expended or obligated by Columbia related to the Facilities at the time of termination.

15. This Agreement, along with Columbia's Tariff on file with the Public Service Commission of Kentucky ("PSC"), as may be amended from time to time, (which is hereby incorporated by reference into this Agreement) contains the full and complete understanding of Columbia and Applicant as to payment for the Facilities and supersedes any prior understandings, commitments, agreements and authorizations, whether oral or written, regarding the Facilities or payment therefor; no other representations or promises regarding the Facilities, written or oral, shall survive the execution hereof. To be effective, any modifications to this Agreement shall be in writing and duly executed by both parties. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. Columbia reserves and preserves all rights under applicable law. All disputes between the parties, questions with respect to the interpretation and construction of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the applicable laws of the Commonwealth of Kentucky without regard to its conflict of laws rules. Any claim or action between the parties or arising under or relating to this Agreement or the natural gas service provided to the Project shall be brought and heard only in a court of competent jurisdiction located in Lexington, Kentucky. No provision of this Agreement shall be interpreted more or less favorably towards a party because its counsel drafted all or a portion hereof. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, such provision shall be deemed modified so as to be no longer invalid, and all of the remaining provisions of this Agreement shall remain in full force and effect. Headings and captions are for reference only and do not define, interpret or limit the scope or content of this Agreement and shall be given no effect in the interpretation of this Agreement. The recitals set forth in this Agreement are an integral part hereof and shall have the same contractual significance as any other language contained in this Agreement. This Agreement may be executed in counterparts, each of which counterparts, when executed and delivered (including by facsimile, pdf, or other electronic transmission), shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile, electronic and pdf signatures shall be as legally binding and considered in all manner and respects as original signatures.

16. If any conflict arises between the language of this Agreement and the language of Columbia's approved PSC Tariffs, the language of the Tariffs shall prevail. This Agreement shall not modify any obligation of Applicant or Columbia under the applicable and presently effective provisions of Columbia's Tariff for natural gas service to the Project.

IN WITNESS WHEREOF, Columbia and Applicant have caused this Agreement to be duly executed by their authorized representatives identified below, as of the Effective Date.

COLUMBIA GAS OF KENTUCKY, INC.
Authorized Representative

_____
Signature

_____
Name (print)

_____
Title

_____
Date

_____
Applicant Authorized Representative

_____
Signature

_____
Name (print)

_____
Title

_____
Date

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1135-25

File ID:	1135-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Housing Advocacy & Community Development
				File Created:	11/23/2025
File Name:	HUD FY25 CoC Program Application			**Final Action:**	

Title: Authorization to execute and submit the 2025 Continuum of Care Grant Application to the United States Dept. of Housing and Urban Development, to provide any additional information requested in connection with this Grant Application, which seeks up to $4,640,674 in Federal funds for the operation of programs by community nonprofit organizations to reduce homelessness in Lexington-Fayette County, and to accept an amount, up to $161,074, of the Grant funds, if the application is approved, for project planning expenses, the acceptance of which obligates LFUCG for the expenditure of an amount, up to $40,269, as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. (L1135-25)(Herron/Lanter)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	25-Bluesheet Memo - HUD FY25 CoC Application	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Jeff Herron	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 1135-25

Title

Authorization to execute and submit the 2025 Continuum of Care Grant Application to the United States Dept. of Housing and Urban Development, to provide any additional information requested in connection with this Grant Application, which seeks up to $4,640,674 in Federal funds for the operation of programs by community nonprofit organizations to reduce homelessness in Lexington-Fayette County, and to accept an

amount, up to $161,074, of the Grant funds, if the application is approved, for project planning expenses, the acceptance of which obligates LFUCG for the expenditure of an amount, up to $40,269, as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. (L1135-25)(Herron/Lanter)

Summary

Authorization to execute and submit the 2025 Continuum of Care Grant Application to the United States Dept. of Housing and Urban Development, to provide any additional information requested in connection with this Grant Application, which seeks up to $4,640,674 in Federal funds for the operation of programs by community nonprofit organizations to reduce homelessness in Lexington-Fayette County, and to accept an amount, up to $161,074, of the Grant funds, if the application is approved, for project planning expenses, the acceptance of which obligates LFUCG for the expenditure of an amount, up to $40,269, as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. (L1135-25)(Herron/Lanter)

Budgetary Implications: Yes

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted: To be requested for FY27 Grant match

Account Number: 1145-155003-0001-78201

This Fiscal Year Impact: $0

Annual Impact: $40,269.00 (FY27)

Project: N/A

Activity: N/A

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

CHARLIE LANTER
COMMISSIONER
HOUSING ADVOCACY & COMMUNITY
DEVELOPMENT

TO: **LINDA GORTON, MAYOR**
URBAN COUNTY COUNCIL

FROM: **CHARLIE LANTER, COMMISSIONER**
DEPARTMENT OF HOUSING ADVOCACY AND COMMUNITY DEVELOPMENT

DATE: **November 23, 2025**

SUBJECT: **2025 HUD Continuum of Care Program Competition**

Request: Council authorization to submit the 2025 Continuum of Care application, as the Collaborative Applicant, to the U.S. Department of Housing and Urban Development requesting funding in an amount up to $4,640,674.00 for the operation of programs by community nonprofit organizations to reduce homelessness in Fayette County and to accept award of federal funds, if offered, in the amount of $161,074.00 for project planning expenses.

Purpose of Request: The Office of Homelessness Prevention and Intervention serves as the Collaborative Applicant for the Lexington Fayette County Continuum of Care and is responsible for annual development and submission of the Continuum of Care Program funding application to the U.S. Department of Housing and Urban Development for homelessness funding in the community. The LFUCG, in the role of Collaborative Applicant, has responsibility for scoring and ranking projects, submission of application for all funds, and monitoring compliance by all projects with the Homeless Management Information System. If approved by HUD, funds in an amount up to $4,640,674.00 will be used to implement community projects that reduce homelessness. These funds will be awarded directly to the various organizations from HUD. Each organization will provide the required 25% grant match from their own resources.

LFUCG will submit a grant application totaling $161,074.00 for planning purposes which will be used by the Office of Homelessness Prevention and Intervention to offset personnel and operating costs of compliance monitoring.

What is the cost in this budget year and future budget years? If the planning grant is awarded, match in the amount of $40,269.00 will be required.

The cost for this FY26 is: $0
The cost for future FY27 is: $40,269.00

Are the funds budgeted? The funds are not yet budgeted as impact would be to FY27. If approved, a BA will be initiated.

Account number: 1145-155003-0001-78201

File Number: 1135-25

Director/Commissioner: Herron/Lanter

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1139-25

File ID:	1139-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Fire and Emergency Services
				File Created:	11/25/2025
File Name:	Clinical Affiliation Agreement with Baptist Health			**Final Action:**	

Title: Authorization to renew a clinical affiliation agreement with Baptist Health Lexington for five years on October 1, 2025 until September 30, 2030 to allow paramedic students to gain practical experience in a clinical setting as part of their curriculum. No budgetary impact. (L1139-25) (Wells/Armstrong)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Clinical Affiliation Agreement with Baptist Health Lexington Blue Sheet Memo_112025, Baptist Health Clinical Affiliation Agreement (contract)_112025	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Tammy James	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 1139-25

Title

Authorization to renew a clinical affiliation agreement with Baptist Health Lexington for five years on October 1, 2025 until September 30, 2030 to allow paramedic students to gain practical experience in a clinical setting as part of their curriculum. No budgetary impact. (L1139-25)(Wells/Armstrong)

Summary

Authorization to renew a clinical affiliation agreement with Baptist Health Lexington for five years on October 1, 2025 until September 30, 2030 to allow paramedic students to gain practical experience in a clinical setting as part of their curriculum. No budgetary impact. (L1139-25)(Wells/Armstrong)

Budgetary Implications: NO
Advance Document Review:
Law: M. Sanner
Risk Management: No
Fully Budgeted [select]: N/A
Account Number:
This Fiscal Year Impact: $
Annual Impact: $
Project:
Activity:
Budget Reference:
Current Balance:

MAYOR LINDA GORTON

LEXINGTON

Jason G. Wells
Fire Chief

TO: Mayor Linda Gorton

FROM: Jason G. Wells, Fire Chief

DATE: November 25, 2025

SUBJECT: Clinical Affiliation Agreement with Baptist Health Lexington

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The Division of Fire and Emergency Services request authorization to renew a clinical affiliation agreement with Baptist Health Lexington. This agreement is for five years, commencing on the 1st day of October 2025 and will continue in effect until September 30th, 2030.

Why are you requesting? This is a renewal of an agreement that allows our paramedic students to gain practical experience in a clinical setting as part of their curriculum.

Department needs this action completed because: Education agreements are required under 202 KAR 7:401 regulations and the Commission on Accreditation of Allied Health Education Programs, which sets the accreditation standards for our paramedic education program.

What is the cost in this budget year and future budget years?

The cost for this FY is: N/A

The cost for future FY is: N/A

Are the funds budgeted?

File Number: 1139-25

If a contract, please indicate the cancelation clause: Either party may terminate this agreement with or without cause with thirty (30) days' written notice.

Director/Commissioner: Wells/Armstrong

PRECEPTORSHIP AGREEMENT

THIS PRECEPTORSHIP AGREEMENT (the "**Agreement**") is made and entered into by and between **BAPTIST HEALTHCARE SYSTEM, INC. d/b/a BAPTIST HEALTH LEXINGTON**, a non-profit corporation organized and existing under the laws of the Commonwealth of Kentucky, (hereinafter referred to as "**Hospital**") and **LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT on behalf of the DIVISION OF FIRE & EMERGENCY SERVICES** (hereinafter referred to as "**LFUCG**").

W I T N E S S E T H:

WHEREAS, LFUCG offers a program of instruction in Paramedic Training and LFUCG desires to offer as a part of the curriculum practical experience in a clinical setting; and

WHEREAS, Hospital operates an acute-care facility at 1740 Nicholasville Road as well as an emergency department at 3000 Baptist Health Boulevard, both in Lexington, Kentucky, and is capable of providing students practical experience in the area of Paramedic Training; and

WHEREAS, LFUCG and Hospital consider it mutually advantageous to cooperate to further the above-described purposes and desire to commit their entire agreement to writing;

NOW, THEREFORE, in consideration of the mutual agreements and undertakings herein specified, Hospital and LFUCG agree as follows:

1. **TERM AND TERMINATION**: This Agreement is in effect for five (5) years, commencing on the 1st day of October 2025, and shall continue in effect until the 30th day of September 2030. Either party may terminate this Agreement, with or without cause, upon thirty (30) days' advance written notice to the other party, such notice being given as set forth in the Notice provisions of this Agreement; provided, however, that students enrolled at the time of termination shall be allowed to complete the internship in which they are involved.

2. **LFUCG RESPONSIBILITIES**:

   A. LFUCG will develop the curriculum to be used in the Paramedic Training preceptorship program, including the instruction portion and the clinical learning experience portion of the curriculum.

   B. LFUCG will provide qualified instructors who will cooperate with Hospital personnel to supervise students in the clinical preceptorship program. LFUCG will appoint a representative to be the primary liaison between LFUCG and Hospital. Hospital will appoint a staff member to serve as a preceptor for LFUCG's students, but LFUCG also will provide qualified faculty advisors to supervise overall preceptorship experiences. LFUCG shall provide Hospital with

documentation of the competence of such instructors and faculty advisors, as required by applicable accrediting agency.

C. LFUCG will provide all necessary teaching aids, reference books, classroom supplies and any other teaching materials needed.

D. LFUCG represents and warrants that all instructors or faculty advisors who provide supervision or instruction on site at Hospital, if any, shall be duly qualified by experience and licensure and will have current TB screenings and vaccinations against (or proof of immunity to) such diseases as Hospital designates, including, but not limited to, measles, mumps, rubella, influenza, tetanus, diphtheria and pertussis. LFUCG will ensure that such individuals possess current state license/registration and/or certification, as applicable and appropriate for the services, instruction and supervision to be provided at Hospital. Credentials and licensure of personnel providing services shall be made available to Hospital upon request, including proof of negative TB screening and immunizations. LFUCG hereby represents and warrants that no instructor or advisor provided by it is nor at any time has been sanctioned, debarred, suspended or excluded or proposed for sanctions, debarment, suspension or exclusion from participation in any federally funded health care program, including Medicare and Medicaid. LFUCG hereby agrees to immediately notify Hospital of any such instructor's or advisor's threatened, proposed or actual sanctions, debarment, suspension or exclusion from any federally funded health care program, including Medicare and Medicaid. In the event that any such instructor or advisor is sanctioned, debarred, suspended or excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the effective date of this Agreement it is determined that LFUCG is in breach of this paragraph, then this Agreement shall, as of the effective date of such sanction, debarment, suspension, exclusion or breach, automatically terminate. Hospital reserves the right to refuse the services, supervision or instruction of any individual provided by LFUCG who does not meet the foregoing qualifications.

E. Through LFUCG's designated representative, LFUCG will coordinate student assignments, learning needs, course objectives and competencies with Hospital and students.

F. LFUCG will inform all participating students of the content of the "Statement of Understanding" and will require all students to sign the Statement prior to commencing the preceptorship. A sample of the "Statement of Understanding" is attached hereto as **Exhibit A**. Such Statement, once signed by student, shall become a part of this Agreement, incorporated by this reference as if fully set forth herein.

G. LFUCG will schedule and document conferences with students for supervising, instructing, supporting and reviewing progress toward meeting program objectives and competencies.

H. LFUCG shall ensure that designated faculty advisors will establish a mechanism for maintaining contact with Hospital during the preceptorship and assist Hospital in creation of experimental learning activities for students.

I. LFUCG represents and warrants that it will send only such students who have had current TB screenings and vaccinations against (or proof of immunity to) such diseases as Hospital designates, including, but not limited to, measles, mumps, rubella, influenza, tetanus, diphtheria and pertussis, have completed the prerequisite instruction and clinical portions of their Program's curriculum, and have not been convicted of a felony offense related to a) theft; b) abuse or sale of illegal drugs; c) abuse, neglect or exploitation of an adult; or d) commission of a sex crime. Upon Hospital's request, LFUCG will supply evidence of negative TB screening and all relevant vaccinations, immunizations, health records, and background checks.

J. LFUCG will ensure that students participating in the available preceptorships at Hospital have successfully completed all necessary academic and clinical requirements.

K. LFUCG shall prepare a written evaluation of students' strengths, weaknesses and general performance in meeting the program objectives and competencies at end of the preceptorship, as well as submit the final letter grade assigned for the preceptorship to the students.

3. **HOSPITAL RESPONSIBILITIES**:

A. Hospital will provide appropriate learning experiences as may be consistent with the purposes of this Agreement.

B. Hospital will not assign students to clinical learning experiences in a manner which would permit students to replace employees.

C. Hospital agrees not to discriminate against any individual affected by this Agreement on the basis of race, color, religion, national origin, handicap, gender, age or political affiliation.

D. Hospital shall retain ultimate responsibility for patient care.

E. Hospital agrees to designate a professional staff member to serve as a preceptor and to coordinate the daily activities of the students and create opportunities for experience. Such preceptor shall:

1) Schedule and document conferences with the student(s) for supervising, instructing, assisting the student(s) in integrating the experiences, and reviewing progress toward meeting the objectives and competencies.

2) Plan with the student(s) and the LFUCG representative ways and means of meeting program objectives and competencies.

3) Familiarize the student(s) with the Hospital's structure, policy, objectives, accountability mechanisms, and relationship to the community.

4) Consult with the LFUCG representative each week or as needed by telephone regarding the student(s) progress.

5) Supply a written evaluation of each individual student(s) performance to LFUCG.

4. **GENERAL**:

A. **NON-EMPLOYEE STATUS OF STUDENTS AND FACULTY**: It is understood and agreed by all parties that students and faculty of LFUCG are not employees or agents of Hospital and, as such, are not entitled to wages, workers' compensation, medical insurance, or any other employee benefits for activities related to the clinical experience provided for under this Agreement. If an appropriate governmental agency determines that students or faculty are covered under applicable workers' compensation statutes, LFUCG shall be responsible for compliance with such statutes.

B. **WAIVER**: The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature. The waiver of one or more provisions of this Agreement does not act as a waiver of the entire Agreement. If one provision is deemed modified or waived by agreement of the parties, the Agreement shall continue to be valid between the parties with the modification as agreed upon.

C. **SEVERABILITY**: In the event any term or provision of this Agreement is found to be unenforceable or void, in whole or in part, then the offending term or provision shall be construed as valid and enforceable to the maximum extent permitted by law and the balance of the Agreement shall remain in full force and effect.

D. **RESPONSIBILITY FOR PATIENT CARE**: Hospital will retain full responsibility for the care of patients and will maintain administrative and professional supervision of students insofar as their presence affects the operation of Hospital and/or the direct or indirect care of patients.

E. **INSURANCE**: LFUCG agrees to maintain, through a program of self-insurance, general and public officials liability insurance coverage for Students with minimum limits of $1,000,000.00 per occurrence covering, among other things, the acts or omissions of Students while participating in the clinical learning experience contemplated hereunder. LFUCG agrees, prior to the initiation of the clinical learning experience, to provide a Certificate of Insurance evidencing such coverage. LFUCG warrants that participating Students are covered parties. Any such insurance coverage will provide that Hospital shall receive insurance policy cancellation notifications per the policy provisions. If LFUCG learns that coverage for students, instructors or faculty advisors has been or will be terminated, LFUCG will notify Hospital as soon as possible. LFUCG acknowledges legal responsibility and assumes all risks of personal injury, property damage, and other injuries or damages attributable to the negligent acts or omissions of Students while participating in the clinical learning experience, including without limitations those liabilities arising from any and all clinical care provided by Students and Students' obligation of confidentiality while participating in the clinical learning experience.

F. **COOPERATION IN THE EVENT OF A CLAIM.**

1) In the event LFUCG becomes aware of any potential claim, incident, injury or allegation (the "**Event**") related to this Agreement or the student's participation in a clinical rotation at Hospital, LFUCG shall provide Hospital with written notice containing the particulars sufficient to identify the name and address of the allegedly injured person, place and circumstances or the alleged incident, the addresses of the available witnesses and details following any investigation performed by LFUCG related to the Event.

2) Subject to the terms of the respective professional liability and malpractice insurance policies, each of the parties hereto shall cooperate with each other in the conduct of any suits arising from a student's participation in a clinical experience at Hospital.

G. **TERMINATION OF STUDENT OR FACULTY PARTICIPATION**: The parties agree that Hospital may terminate a student's, instructor's or faculty advisor's participation in clinical learning experiences on-site at Hospital at any time for any cause deemed sufficient by the Hospital.

H. **NOTICE**: Any notice required or permitted to be given under this Agreement shall be deemed to have been given or served when made in writing and delivered in person or mailed by registered or certified mail, postage prepaid, to the party who is to receive such notice at the address specified below. When so mailed, the notice shall be deemed to have been given as of the date it was mailed. Each party may designate by written notice any future or different addresses to which

notices will be sent. Notices will be deemed delivered upon receipt or upon refusal to accept delivery:

Hospital: Baptist Health Lexington
1740 Nicholasville Rd
Lexington, Kentucky 40503
Attn: Hospital President

Copy to: Baptist Healthcare System, Inc.
1901 Campus Place
Louisville, Kentucky 40299
Attn: Vice-President and Chief Legal Officer

LFUCG: Lexington-Fayette Urban County Government
Division of Fire & Emergency Services
219 East Third Street
Lexington, Kentucky 40508

I. **GOVERNING LAW**: This Agreement shall be governed by and interpreted according to the laws of the Commonwealth of Kentucky.

J. **HEADINGS**: The headings in this Agreement are intended only for ease of reference and shall not be considered in the construction or interpretation of this Agreement.

K. **COMPLETE AGREEMENT**: This constitutes the full and complete Agreement by and between the parties with respect to the matters hereinabove set forth and all oral agreements and/or discussions are merged herein and are null and void to the extent they are in conflict herewith and no changes, alterations, modifications, or qualifications shall be had in the terms and conditions or provisions of any paragraph or item of this Agreement except the same shall be made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

BAPTIST HEALTHCARE SYSTEM, INC. d/b/a BAPTIST HEALTH LEXINGTON

By: _____
Hospital President

Date: 10/3/2025

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: _____

Title: _____

Date: _____

EXHIBIT A

STATEMENT OF UNDERSTANDING

I, _____, by signing this Statement of Understanding, do hereby represent that I have read and understand the following:

1. The program in which I am enrolled requires a period of assigned guided clinical experiences in facilities other than LFUCG.

2. The clinical experiences will be assigned for their educational value. Thus, I will not be entitled to any wages, workers' compensation or other benefits, either from the LFUCG or from the Hospital.

3. While in the hospital facility, I will conduct myself in accordance with its rules, policies, procedures and regulations. Further, I will be subject to the supervision of both Hospital personnel and the LFUCG faculty.

4. I understand that neither Hospital nor LFUCG are responsible for injuries which I incur solely as a result of my own negligence. I acknowledge that LFUCG has encouraged me to acquire personal medical and hospitalization insurance.

5. I have read and agreed to LFUCG's policies, rules and regulations related to the program for which I have enrolled.

6. I understand that information regarding patients or former patients is confidential and is to be used only for clinical purposes. I agree to maintain permanently the confidentiality of all patient information obtained during my clinical experience.

7. I understand that the educational experience in which I am involved will in no way entitle me to a job at the Hospital.

8. I understand that any action on my part which is not fully consistent with the above statements may warrant removal from the clinical experience at the Hospital.

9. I hereby release and forever discharge LFUCG and Hospital, their officials, employees, agents, representatives, successors and assigns, from any claims, demands, damages, or injuries or causes of action whatsoever which may arise as a result of my involvement in the training program.

I have read and understand the above statements and accept them as conditions of my enrollment and participation.

Date: _____

_____
Student

_____
Witness