

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the ____ day of September, 2020, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS chapter 67A (hereinafter "Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of its Department of Social Services (hereinafter "Sponsor"), and, **NAMI LEXINGTON (KY), INC.** with offices located **498 Georgetown Street, Suite 100, Lexington, Kentucky 40508**, (hereinafter "Organization").

WITNESSETH

That for and in consideration of the mutual promises and covenants herein expressed, the Government and the Organization agree as follows:

1. Government hereby retains Organization for the period beginning on **July 1, 2020**, and continuing for a period of one (1) year from that date unless within that period Government gives the Organization thirty (30) days written notice of termination of this Agreement in which case this Agreement shall terminate thirty (30) days from the date notice is given to the Organization.

2. Government shall pay Organization the sum of **Fifty-Seven Thousand, Four Hundres and 00/100 Dollars (\$57,400)** for the services required by this Agreement, said services being more particularly described in the Addendum attached hereto and incorporated herein by reference as Exhibit A, one-half (1/2th) of which shall be payable in October 2020 or shortly thereafter upon receipt of an invoice, with one-fourth (1/4th) payable in January 2021 or shortly thereafter upon receipt of an invoice, and with one-fourth (1/4th) payable in April 2021 or shortly thereafter upon receipt of an invoice and detailed program reports in January 2021, April 2021, and July 2021. **The first invoice required by this**

section shall be submitted by October 9th, 2020. The second invoice and the first six month detailed program report shall be due January 18th, 2021. The final invoice and the detailed program report for the third quarter shall be due April 19th, 2021. A year-end program report shall be submitted by July 16th, 2021. Failure to submit the year-end program report, which includes the final quarter, shall result in the Organization repaying one-fourth (1/4th) of total funds provided under this Agreement. Reports shall reflect the services and programs directly related to the funding provided by Lexington Fayette Urban County Government with emphasis on measurable outcomes, and specifically outlined in the funding application. Forms for both the quarterly financial and program reports will be provided.

3. In the event of termination of this Agreement by Government as provided for in paragraph 1 above, Organization shall be entitled to that portion of total compensation due under this Agreement as the service rendered bears to the service required herein.

4. Organization shall perform all duties and services included in the Addendum attached hereto faithfully and satisfactorily at the time, place and for the duration prescribed herein. Compensation paid pursuant to this Agreement shall be used exclusively for the services set forth in the Addendum and for no other purpose. Any alteration in the nature of such services and duties constitutes an amendment to this Agreement and must be in writing signed by both parties. Organization shall keep itself fully informed of all federal and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and

5. Organization shall indemnify, defend and hold harmless Government, its officers, agents and employees, from and against any and all liabilities, claims, demands,

losses, damages, costs, and/or expenses arising out of, from, relating to, and/or based on the Organization's violation of any such laws, ordinances or regulations or Organization's breach of this Agreement.

6. Organization represents that it has filed all federal, state and local income tax returns required by law in the legally prescribed time and manner. This Agreement shall not become effective unless and until copies of all of the executed originals of the aforementioned tax returns filed for the Organization have been registered for the current tax year by the Organization in the office of the Sponsor, and the Organization shall not be compensated unless and until such registration has taken place.

7. The Organization shall, on such forms as the Sponsor shall provide, submit to Sponsor an annual report and financial statement which summarize the previous year's activities regarding the services enumerated in the addendum attached hereto.

8. Books of accounts shall be kept by the Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Organization. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Organization, shall be maintained at the principal place of business of the Organization as set forth in this Agreement. Government shall have free and complete access to the books, papers and affairs of the Organization, that relate to the performance of this Agreement, at all reasonable times, and if it desires, it may have the books and papers of the Organization, that relate to the performance of this Agreement, audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

9. Government may designate such persons as may be necessary to monitor and evaluate the services rendered by the Organization. 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 Organization, nor to constitute the Organization as an agent of the Government.

10. Organization shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and shall cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

11. Organization shall adopt 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 submitted to Sponsor for review within thirty (30) days of the execution of this Agreement.

12. This instrument, and the Addendum incorporated herein, contains the entire agreement between the parties, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed hereon.

13. Organization agrees that it shall apply all funds received by it from the Urban County Government in accordance with the following investment policy guidelines:

- A. Objectives: Capital preservation with surety of income. Reasonable competitive income consistent with high investment quality and purpose of funds. All investments shall conform with state and local law and regulations and these policies.

B. Investment Funds Management: The governing board may elect to either:

(1) Manage its investment through its executive director where the size or complexity of funds to be managed is deemed by the board to be within the training, expertise and/or available time capacity of the executive director and the operating staff; or

(2) Utilize the professional investment management facilities of a local bank trust department acting in a fiduciary capacity within the same approved investment policies and federal, state, local and trust laws and regulation. The trust department may utilize its regular short-term one hundred percent (100%) US Treasury Fund for daily funds investment.

The election of option 1 or 2 should be made consistent with the relative cost incurred and in the case of option 2 the cost shall be competitive among local trust departments.

C. Investment Policies - - Safety and Prudence.

(1) Short-term liquidity funds shall be invested in "riskless" investment, i.e., deposits in Kentucky commercial banks or savings and loan associations that are fully federally insured or deposits collateralized by U.S. Treasury securities with a current market value of at least one hundred percent (100%), or in direct obligations of U.S. Treasury securities.

Investments shall be diversified according to maturity in order to meet projected cash flow needs.

Collateral pledged to secure uninsured deposits shall be held at a federal reserve bank with the receipt providing absolute control by the agency.

(2) Retirement funds, endowment funds, long-term capital reserve funds and any other special funds may be held and invested by a local bank trust department under investment objectives and diversification in accordance with the individual nature of the funds and pursuant to the "prudent man" investment rule as well as general trust law.

(3) All investments shall be reviewed monthly by a finance or investment committee of the agency.

(4) Local brokerage firms may hold and invest funds provided that investments are located within Kentucky and are full insured.

D. Audit - - All investments shall be audited at least annually by independent certified public accountant who shall express an opinion as to whether or

not investments during the year audited have conformed with state and local law and regulation and with the approved investment policies.

14. Notice – Any written notice required by the Agreement shall be delivered by

certified mail, return receipt requested, to the following:

For Organization:

NAMI Lexington
498 Georgetown St., Ste 100
Lexington Ky 40508

Attn: Phill Gunning

For Government:

Lexington-Fayette Urban County Gov.
200 East Main Street
Lexington, Kentucky 40507

Attn: Chris Ford, Commissioner
Department of Social Services

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington,

Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

NAMI LEXINGTON (KY), INC.

BY: Linda Gorton
Linda Gorton, Mayor

BY: Phill Gunning
Title: Executive Director

ATTEST:

Mackenzie Summers
Clerk of the Urban
County Council

Exhibit A



Lexington-Fayette Urban County Government

Request for Proposal

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #3-2020 Community Wellness & Safety – Extended Social Resources (ESR) Grant Program** to be provided in accordance with terms, conditions and specifications established herein.

Proposals will be received **online only** at <https://lexingtonky.ionwave.net> until **2:00 PM**, prevailing local time, on **April 3, 2020**.

Proposals received after the date and time set for opening proposals will not be considered for award of a contract/grant. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted online before the date and time set for opening proposals.

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

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

The 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.

Electronic signature online at <https://lexingtonky.ionwave.net> constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Pre-Proposal Meeting will be held on **Monday, March 9th, 2020** at **2:00PM** at the Phoenix Building 3rd Floor Conference Room, 100 East Vine Street, Lexington, KY 40507.

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, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its subcontracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

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

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;

(2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;

(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

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

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

contractor complies in full with the requirements of KRS 45.560 to 45.640.

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

AFFIDAVIT

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

1. His/her name is Phillip Gunning and he/she is the individual submitting the proposal or is the authorized representative of NAMI Lexington, 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.

Phillip Manning
STATE OF Ky
COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Pam C. Withers on this the 22 day of October, 2020.

My Commission expires: 4-30-2022

Pam C. Withers
NOTARY PUBLIC, STATE AT LARGE



EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

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

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

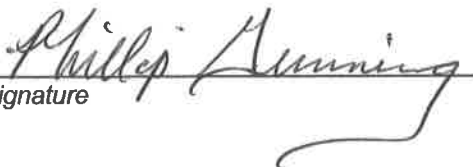
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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

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

Bidders

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


Signature


Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: NAMI Lexington

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	3	2													1	2	1
Professionals																	
Superintendents																	
Supervisors	5	4				1											5
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals	15	4	9			1				1						4	11
Office/Clerical	2		2														2
Skilled Craft																	
Service/Maintenance																	
Total:	25																

Prepared by: Phill Hummer, Exec Dir
(Name and Title)

Date: 10 / 15 / 2020

Revised 2015-Dec-15

GENERAL PROVISIONS

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

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

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

to bribe an officer or employee of the LFUCG.

9. **Additional Information:** While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. **Ambiguity, Conflict or other Errors in RFP:** If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. **Agreement to RFP 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/Grant under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. **Cancellation:** If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
- (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - (d) Failure to diligently advance the work under a contract for construction services;
 - (e) The filing of a bankruptcy petition by or against the contractor; or
 - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

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

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and

authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.


Signature

10/15/2020
Date



Lexington-Fayette Urban County Government
Request for Proposals

Extended Social Resources (ESR) Grant Program
Priority Area: Community Wellness & Safety

Purpose

Each fiscal year the Mayor and Urban County Council allocate funds for use by selected 501(c)(3) non-profit partner agencies through the Department of Social Services' Extended Social Resource (ESR) Program. The Lexington-Fayette Urban County Government (hereinafter referred to as "LFUCG") has historically partnered with non-profit agencies for the purpose of providing priority social services to supplement and support the work of the Urban County Government. These agencies are diverse in their missions and work plans, and provide services to the most vulnerable populations in our community.

Eligibility

- Eligible Responders shall be a non-profit 501(c)3 organization with a physical presence in Lexington-Fayette County
- Responders shall be registered and have a current, complete Silver Seal of Transparency or higher level agency portrait on [GuideStar.org](https://www.guidestar.org).
- ESR funds cannot be used to teach, advance, advocate or promote any religion
- Be located in and/or serve Fayette County residents with ESR funds in Fayette County
- Applying organization agrees to comply with all applicable local, state, and federal laws

Instructions

Please follow the attached instructions and submit all required forms no later than the deadline indicated below:

Proposal Deadline – 2:00 PM EST Friday, April 3rd, 2020.
Proposals received after this deadline or incomplete proposals will not be considered.

1.0 GENERAL INFORMATION & SCOPE

1.1 Background

Each fiscal year the Mayor and Urban County Council allocate funds for use by selected 501(c)(3) non-profit partner agencies through the Department of Social Services' Extended Social Resource (ESR) Program.

This grant cycle shall cover Fiscal Years 2021 and 2022 (July 1, 2020—June 30, 2022), and will award grants between the four Funding Priorities, which each have separate required Proposal Submittals and criteria, and awarded on an approximate scale, listed below. Proposers may submit ONE Proposal per Funding Priority Area.

Funding Priority Area: Community Wellness & Safety

Projected funding is 35% of total ESR Grant Program Award

LFUCG seeks to strengthen and enhance Community Wellness and Safety, by supporting programs and services addressing ***Mental Health, Substance Misuse Disorder, and Violence Prevention***. LFUCG intends to award grants for priority-rated programs and services which originate with demonstrated client needs, establish clearly-defined outcomes, and are designed to best practices or evidence-based models.

2.0 GENERAL PROVISIONS

2.1 Purpose

The LFUCG is accepting applications from qualified non-governmental, non-profit agencies with current **501(c)3** tax exempt status and with a physical business or program site location in Fayette County (hereinafter, referred to as "Applicant") for ESR funding for FY2021 and FY2022 (July 1, 2020 – June 30, 2021 and July 1, 2021 – June 30, 2022, with the 2nd year contingent on available funding approved by the Urban County Council). This funding is intended to support agency **programs** which respond to the **funding priorities** established herein. **THIS FUNDING IS NOT INTENDED TO SUPPORT GENERAL AGENCY OPERATIONS, other than overhead required to support the subject program.**

2.2 Funding Period

The funding period is from July 1, 2020 through June 30, 2022, with the 2nd year's funding contingent on available funding approved by the Urban County Council.

2.3 ESR Grant Informational Workshop

The Department of Social Services conducted a meeting on February 20, 2020 that provided potential proposers with an overview of the proposal and review process, instructions on completing the RFP, and presentation of funding priorities.

2.4 Proposal Submission

All Submissions must be uploaded to the LFUCG procurement website at <https://lexingtonky.ionwave.net> by **FRIDAY, APRIL 3rd, 2020 before 2:00 PM EST**. The Submission shall include an enclosed form that shall contain the required documents, and respond to one or more established funding priorities.

Proposal submissions containing significant omissions of required information will be considered non-responsive and removed from the RFP funding process on the application deadline date (April 3rd, 2020). Significant missing responses to questions constitute an incomplete application. The final decision regarding application completeness and penalties will be determined by the LFUCG Division of Central Purchasing in consultation with the Commissioner of Social Services. **All proposals must be written in a clear and concise manner, as there will be no follow-up or clarifications to proposer's Proposal Submittal Form once the evaluation process begins.**

Do not include additional documents or attachments with the Proposal Submittal Form, such as brochures or letters of support. These will be discarded.

If your agency is submitting a proposal for the funding of more than one program in a single priority area, please note that they must be included in a single Proposal Submittal completed and submitted for that priority area RFP. Only one Proposal Submittal per agency per priority area RFP will be accepted.

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.

2.5 **Acceptance/Rejection of Submissions**

The LFUCG reserves the right to reject any proposals which may be considered irregular, show serious omissions, contain unauthorized alteration of the Proposal Submittal 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 judgment, best serve the interests of Urban County Government.

All proposals must be written in a clear and concise manner, as there will be no follow-up or clarifications to proposer's Proposal Submittal Form once the evaluation process begins.

2.6 **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 Wednesday, March 18th, 2020 at 2:00 PM EST

3.0 **FUNDING PROCESS**

3.1 **Timeline**

This Request for Proposals is being released on February 28th, 2020, and is made available to the public and all potentially eligible applicants. An informational and question and answer meeting will be held on Monday, March 9th, 2020, at 2 PM EST at the Phoenix Building 3rd Floor Conference Room, 100 East Vine Street, Lexington, KY 40507. 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 must be submitted no later than 2 PM on FRIDAY, APRIL 3rd, 2020, and late or incomplete proposals will not be accepted or evaluated.

The LFUCG intends to conduct proposal evaluation in April and May 2020 immediately following the proposal due date, with the intention to make funding announcements prior to July 1, 2020. This timeline is subject to change without notice.

Successful applicants shall be contacted to negotiate a funding agreement with expectations that an award be in place for the funded programs to begin operations by July 1, 2020. No funds may be expended prior to the execution of a funding agreement and grantees will not be reimbursed for pre-award costs.

3.2 Evaluation

Proposals will be evaluated by a neutral panel including LFUCG staff and third-party reviewers who have expertise in the field of human services. The scoring criteria are outlined in Section 5.0 Criteria.

3.3 Reporting

The funded project will be required to submit regular progress reports demonstrating progress toward outcomes established in the proposal and associated funding agreement. Report formats will be determined by the Department of Social Services, as will due dates and submission process. Failure to submit complete reports on time will delay processing of grant payments and may affect the grantee's competitiveness for any future funding opportunities with LFUCG.

4.0 PROPOSAL FORMAT

Proposal Submittal Forms must be uploaded to <https://lexingtonky.ionwave.net> before the 2:00 PM EST April 3rd, 2020 deadline. Late submissions will not be considered for funding.

5.0 SCORING CRITERIA/EVALUATION

Please see attached **Proposal Submittal form** to respond to the following; the **Proposal Submittal form** is the document that shall be completed with your responses and then uploaded as your RFP submittal. **You will need to save the PDF formatted Proposal Submittal form to your hard drive before beginning to enter responses in it to ensure your responses are saved to the form.**

ESR Grant Program RFP Criteria

	<u>Points</u>
5.1 Program Proposal & Design	
5.1.1 Needs Statement	15
5.1.2 Service Delivery Model	15
5.1.3 Client Eligibility & Requirements	5
5.1.4 Evidence-Based/Best Practice	10
	Subtotal 45
5.2 Program Measures & Evaluation	
5.2.1 Service Efficacy & Desired Outcomes	10
5.2.2 Client Empowerment & Community Impact	10
5.2.3 Data Assessment & Quality Improvement	10
	Subtotal 30
5.3 Capacity & Sustainability	
5.3.1 Staff Qualifications & Experience	5
5.3.2 Partnership & Resource Leverage	5
5.3.3 Outreach & Inclusion Strategy	15
	Subtotal 25
TOTAL	100

Funding Priority Area: Community Wellness & Safety

Projected funding is 35% of total ESR Grant Program Award

LFUCG seeks to strengthen and enhance Community Wellness and Safety, by supporting programs and services addressing **Mental Health, Substance Misuse Disorder, and Violence Prevention**. LFUCG intends to award grants for priority-rated programs and services which originate with demonstrated client needs, establish clearly-defined outcomes, and are designed to best practices or evidence-based models. These programs may address one or more of the following areas, but shall not be limited to:

- **Substance Misuse Disorder**, which include prevention of alcohol and drug abuse; prevention and treatment of addictive and mental disorders through programs and services for individuals who suffer from these disorders; and harm reduction.
- **Mental Health**, which is defined as a state of well-being in which every individual realizes his or her own potential, can cope with the normal stresses of life, can work productively and fruitfully, and is able to make a contribution to her or his community. Mental health includes our emotional, psychological, and social well-being. It affects how we think, feel, and act. It also helps determine how we handle stress, relate to others, and make choices. Mental health is important at every stage of life, from childhood and adolescence through adulthood.
- **Violence Prevention**, which include Child Abuse & Neglect Services, Sexual Violence Prevention, Elder Abuse Prevention, Suicide Prevention, Youth Violence Prevention & Intervention, including Gang & Gun Violence, and Intimate Partner Violence Prevention and Stalking.

The term “client” is used throughout this proposal; however we understand that within the context of your work “client” may not mean an individual. For some agencies it may be helpful to think of “client” as whole system (such as a school) or as a neighborhood, group, or community.

5.1 Program Proposal & Design

5.1.1 Needs Statement—Purpose of the Program Proposal / Problem Statement 15 Points

Using local data, provide a description of the problem in Fayette County. Identify the specific population your program is targeting (i.e. age, geographical region, economic status, etc.) and explain why. Discuss whether this population is under-served or at-risk. Describe your understanding of the local system of services addressing this problem, obstacles and/or opportunities your clients face, and how your agency fits within this system of services.

5.1.2 Service Delivery Model 15 Points

What steps will you take or what activities will you provide to assist clients in achieving these goals? Describe each “unit of service” you will provide for clients and how often and how long this service will be provided (e.g. a one-time three-hour training; a weekly one-hour support group for 12 weeks; one 30-minute health exam twice a year; 1-3 hour advocacy services as needed; etc.) How will these services address the problem as identified in the Needs Statement above? Be specific.

5.1.3 Client Eligibility and Requirements 5 Points

What eligibility requirements must clients meet to qualify for services? What are the expectations of clients while receiving services? (e.g. client must pay \$30 fee for each class; client must remain sober; client is responsible for chores; nothing other than participation in services; etc.)

5.1.4 Evidence-Based/Best Practice 10 Points

Describe the evidence-based or promising practice model on which this service approach is based. Provide particular sources that indicate what you are proposing is best-practice.

5.2 Program Measures & Evaluation

5.2.1 Service Efficacy & Desired Outcomes

10 Points

What do you hope to help your clients achieve? What are some examples of goals you will set with clients? What is your service philosophy in terms of helping your clients achieve these goals? Describe how you define “successful” completion of services. (e.g. service is complete if: client remains for entire three-hour training; client continues services until judge orders otherwise; etc.) What percentage of clients meet that criteria for success?

5.2.2 Client Empowerment & Community Impact

10 Points

Describe what meaningful difference these services make in the lives of people served. What value is added to the community? Provide examples. (e.g. client demonstrates change in attitude; client has behavior change; etc.)

5.2.3 Data Assessment & Quality Improvement

10 Points

While it doesn't have to be complicated, evaluation is more than saying “we provided this many ‘units of service.’” How will you know if your services have been effective? How does this relate to the desired outcomes for your clients? How will the information gathered be used to improve your services in the future? Be specific (for example, data collection may be through focus groups, pre-and post-tests, client satisfaction surveys, etc.), and also be specific regarding sampling size and frequency of evaluation.

5.3 Capacity & Sustainability

5.3.1 Staff Qualifications & Experience

5 Points

Provide information on the key/primary individuals that will be involved in the provision of services and demonstrate that they have the capacity to address the stated need. List each position by title and name of employee, if available. Describe the anticipated roles and responsibilities for each person as it relates to this project. Describe the experience, expertise, and capacity of each individual to address the proposed activities.

5.3.2 Partnership & Resource Leverage

5 Points

How do your programs and services support our community's comprehensive response to the identified priority area of Community Wellness & Safety? Does your organization have any formal agreements or informal working relationship with other local service programs?

What role does your governing board members, volunteers, and / or donors play in facilitating viable service delivery and program administration? Does your program have any major civic benefactors or corporate sponsors? Describe other secured funding sources and committed operational resources your organization has allocated for the proposed program.

5.3.3 Outreach & Inclusion Strategy

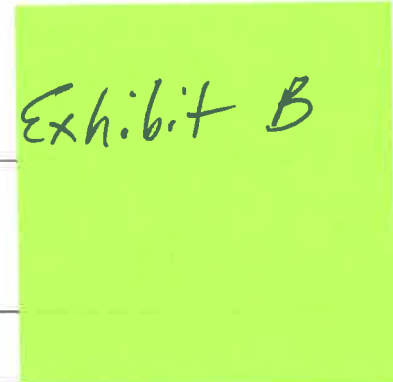
15 Points

Demonstrate how the program will ensure services are available and accessible by all potential participants, especially related to language barriers for persons with limited English proficiency; persons with physical or other disabilities; and persons impacted by poverty and economic distress.

Has your organization enacted any policies (or employs any standard operating procedures) to ensure equitable service opportunity and / or benefit program to a diverse cross-section of the greater community?

6.0 Program Budget Summary Form

Proposal Submittal shall be considered incomplete and shall be rejected without completed Budget Summary Form. (Including total amount of ESR grant request.)



PROPOSAL SUBMITTAL FORM

Agency Information

Agency Name: NAMI Lexington (KY), Inc.

Mailing Address: 498 Georgetown Street, Suite 100

Street Address: 498 Georgetown Street, Suite 100

Phone: (859) 272 - 7891

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 ESR Program funding.*

Does your agency have a Silver Seal of Transparency or higher profile on GuideStar.org? Yes No
*Note: Agencies **must** have a Silver Seal of Transparency or higher profile with GuideStar.org to be eligible for ESR funding.*

Website Address: www.namilexington.org

Agency Representative (typically the Executive Director - Name, Title, Phone, Email):
Phillip Gunning, Executive Director (859) 539-1918 pgunning@namilex.org

Person Completing Application (Name, Title, Phone, Email):
Phillip Gunning, Executive Director (859) 539-1918 pgunning@namilex.org

Program Information

Name of program for which funds are being requested: Participation Station

Total Funding Amount Requested: \$ 73,400

RFP #3-2020 PROPOSAL SUBMITTAL FORM

- Save this PDF formatted Proposal Submittal Form to your hard drive before beginning to enter responses in it to ensure your responses are saved to the form.
- LIMIT RESPONSES IN TEXT BOXES TO 250 WORDS
- REMINDER: All proposals must be written in a clear and concise manner, as there will be no follow-up or clarifications to proposer's submittal form once the evaluation process begins.

5.1 Program Proposal & Design

5.1.1 Needs Statement—Purpose of the Program Proposal / Problem Statement

15 Points

Using local data, provide a description of the problem in Fayette County. Identify the specific population your program is targeting (i.e. age, geographical region, economic status, etc.) and explain why. Discuss whether this population is under-served or at-risk. Describe your understanding of the local system of services addressing this problem, obstacles and/or opportunities your clients face, and how your agency fits within this system of services.

Individuals with Serious Mental Illness (SMI) and/or Substance Use Disorders (SUD) are among the most fragile citizens in Lexington and are primary utilizers of our community's resources. This population takes up a disproportionate share of police, court, emergency response staff and healthcare resources. Additionally, public mental health services are historically underfunded and have many barriers to care for a population ill equipped to navigate them. 2018 Block Grant Plan data from the Kentucky Department of Behavioral Health/Developmental & Intellectual Disabilities shows that only 21% of individuals diagnosed with SMI received services in the Bluegrass Region compared to a statewide penetration rate of 49%.

An estimated 70% of our homeless population suffers from SMI and co-occurring SUD. Fayette County ranked second in the state for fatal drug overdoses according to a 2017 report from the state's Office of Drug Control Policy. NAMI Lexington seeks to help stem this tide significantly through our Participation Station program. Individuals with SMI are frequently unwilling or unable to navigate the traditional mental health system due to cost/insurance, past experiences, and program requirements. They frequently choose to just forego care.

Participation Station is a peer support program sponsored by NAMI Lexington that is peer-run and peer-driven. Services are all free to participants and referrals are not required. The program is very successful in helping individuals break down barriers to access and navigate a challenging system of care. We serve all adults in Fayette County regardless of their willingness to identify with a behavioral health disorder.

5.1.2 Service Delivery Model

15 Points

What steps will you take or what activities will you provide to assist clients in achieving these goals? Describe each "unit of service" you will provide for clients and how often and how long this service will be provided (e.g. a one-time three-hour training; a weekly one-hour support group for 12 weeks; one 30-minute health exam twice a year; 1-3 hour advocacy services as needed; etc.) How will these services address the problem as identified in the Needs Statement above? Be specific.

Participation Station (PS) offers a variety of services to engage and assist people in their journey to recovery from Serious Mental Illness (SMI) and Substance Use Disorders (SUD).

1. Educational Tracks- 5 each 45-minute groups offered each day Monday -Friday. Tracks follow the Psychiatric Rehabilitation model for rehabilitation and recovery and give teachers and participants a sense of meaning and purpose as well as opportunity for building skills.
2. Evidence-based Support Groups- Emotions Anonymous, NAMI Connection and Double Trouble in Recovery for individuals with co-occurring mental health and substance abuse issues are offered weekly.
3. The Warmline- Evidence-based telephonic support offered Mon-Sat, 5-9pm provides peer support to individuals who may be isolated or fearful of leaving their home. This service is available.
4. System Navigation- System Navigators help individuals identify and address issues that are interfering with their recovery. They help people tackle needs including food, housing, education/GED, mental & physical health treatment, legal issues, and addiction supports. With LFUCG support we have retained and trained 2 System Navigators and expanded these services to 5 days / week.
5. PS provides a trusted environment for many community programs including the Fayette County Mental Health Court to meet with their clients and provide case management, therapy, and medication management.

Additionally, the inherent social components of the program provide significant structure and routine that supports individuals in their recovery. Program participation often leads to employment, self-sufficiency and even home ownership while participants become productive, involved citizens of our community.

5.1.3 Client Eligibility and Requirements

5 Points

What eligibility requirements must clients meet to qualify for services? What are the expectations of clients while receiving services? (e.g. client must pay \$30 fee for each class; client must remain sober; client is responsible for chores; nothing other than participation in services; etc.)

Individuals with SMI/SUD are slow to develop trust due to their symptoms and experiences. This typically hinders their ability and desire to participate in treatment. Participation Station leadership recognizes this and incorporates developing trust into their Peer-operated program. The philosophy of the program directs that there are no formal eligibility requirements for participating in any of our services. All services are free of charge and open to any adult in Fayette County. Participants must agree to abide by the basic rules of the program including treating others with respect, no drug or alcohol use at the program, and no threats or physical violence. This has allowed the program to be open to individuals who were perhaps too ill to function in other more traditional programs. Participants are asked to clean up after themselves. We have found that when participants are not required to participate in a particular program, and are allowed to "take their time" in becoming involved, they almost always do because of the supportive environment and their ability to determine the intensity of services that they utilize. Individuals teaching tracks at the program agree to volunteer an hour for each track for which they are paid to lead. We have found that "getting a check", albeit small, has done wonders in improving self-esteem and self-image for individuals with little or no successful work history.

5.1.4 Evidence-Based/Best Practice

10 Points

Describe the evidence-based or promising practice model on which this service approach is based. Provide particular sources that indicate what you are doing is best-practice.

A letter from the Center for Medicare/Medicaid Services states, 'Peer support services are an evidence-based mental health model of care which consists of a qualified peer support provider who assists individuals with their recovery from mental illness and substance use disorders. CMS recognizes that the experiences of peer support providers, as consumers of mental health and substance use services, can be an important component in a State's delivery of effective treatment.' SAMHSA states 'Research has shown that peer support facilitates recovery and reduces health care costs. Peers also provide assistance that promotes a sense of belonging within the community. The ability to contribute to and enjoy one's community is key to recovery and well-being. Another critical component that peers provide is the development of self-efficacy through role modeling and assisting peers with ongoing recovery through mastery of experiences and finding meaning, purpose, and social connections in their lives.'

Participation Station utilizes the SAMHSA toolkit for Consumer Operated Services to assure that the array of services offered are all evidence-based best practices. The Wellness Recovery Action Plan (WRAP) – an evidence-based practice for relapse prevention is a great example of services offered. The Fidelity Assessment Common Ingredients Tool (FACIT) is administered annually to assure fidelity with the Peer Support Evidence-Based Practice model. Additionally, the leaders at Participation Station utilize the Psychiatric Rehabilitation model from the Boston University Center of Rehabilitation and Recovery as part of their educational programming. This model is the pre-eminent source of recovery programming in the country.

5.2 Program Measures & Evaluation

5.2.1 Service Efficacy & Desired Outcomes

10 Points

What do you hope to help your clients achieve? What are some examples of goals you will set with clients? What is your service philosophy in terms of helping your clients achieve these goals? Describe how you define "successful" completion of services. (e.g. service is complete if: client remains for entire three-hour training; client continues services until judge orders otherwise; etc.) What percentage of clients meet that criteria for success?

"A process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential." This is the definition of Recovery provided by the Substance Abuse and Mental Health Services Administration (SAMHSA) and the adopted philosophy of Participation Station. Our program strives to support individuals in their recovery journey by offering information, support and lived experience. Measurement of desired outcomes is completed employing the participant's own perception of their recovery. Overall program outcomes are determined using the Peer Outcomes Protocol® which is a well-researched and reliable tool for assessing peer support outcomes. This survey is done quarterly with a 100% sample of voluntary participants attending in a randomly selected week. Attending educational or support groups, getting assistance with Social Security issues, receiving information regarding community resources, helping prepare for the GED, or calling the Warmline are each considered individual services. Participant perception surveys are collected following education and life-skills tracks, warmline calls, and system navigation services. The service is considered completed upon collection of that survey. The individual is not, however, discontinued or "graduated" from the program. Many of our participants attend regularly for a period of time, and then "check in" periodically for support or to just hang out with their friends. The philosophy of the program is that recovery is not a linear trajectory but is instead a series of experiences that help an individual live a more meaningful, fulfilling life.

5.2.2 Client Empowerment & Community Impact

10 Points

Describe what meaningful difference these services make in the lives of people served. What value is added to the community? Provide examples. (e.g. client demonstrates change in attitude; client has behavior change; etc.)

This model is education based and supports and focuses on four basic human skill areas of Living, Learning, Working/Productivity, and Socialization/Support; individuals with SMI/SUD engage with Peer Specialists in actively learning, developing and practicing vital, real-life skills to enhance their recovery. This approach provides a uniquely empowering spring-board of self-directed opportunities for individuals to return to productive, healthy and most importantly, meaningful lives and goals of their choosing. In data from our Participant Satisfaction survey, The Peer Outcomes Protocol, vast majorities (78%) believed that the goals they had in traditional treatment programs were really the goals of their therapists/physicians. They identified this as a very specific reason for many failed prior attempts at recovery. Many were never asked about what they wanted or needed in their life.

Examples of goals of our actual Participants and goals many have achieved include: maintaining sobriety, getting a job, improving their relationship with their family, getting their children back, learning parenting skills, learning how to budget, learning how to deal with stress, learning more about their diagnosis, buying a car, living independently, having healthy friendships, re-establishing a Faith Community, getting a GED, and improving their health. The most important change we see in individuals is when they acquire HOPE and BELIEF in their own power to change and manage their life around their illness or addiction. The Community benefits whenever citizens are healthy contributors and co-creators of positive initiatives. Resources are saved and lives are not lost in dismal statistics and systemic recidivism.

5.2.3 Data Assessment & Quality Improvement

10 Points

While it doesn't have to be complicated, evaluation is more than saying "we provided this many 'units of service.'" How will you know if your services have been effective? How does this relate to the desired outcomes for your clients? How will the information gathered be used to improve your services in the future? Be specific (for example, data collection may be through focus groups, pre-and post-tests, client satisfaction surveys, etc.), and also **be specific regarding sampling size and frequency of evaluation.**

Participation Station strives to assist participants in any area of their life where they may be struggling, rather than just focusing on reducing symptom load. Indicators have been developed for the desired outcomes of greater self-reliance and evidence of progress toward recovery to assure the program's accountability and effectiveness. Information gathered from our indicators is summarized monthly. Service navigation data is analyzed in terms of programmatic outcomes measured by number of services provided, while outcomes for the participants is measured through the Peer Outcomes Protocol surveys.

All data is analyzed for any trends or patterns, any significant variation, or the need to further explore the data.

Participation Station has a Leadership Team that meets weekly on Thursdays, alternating scheduling and program issues as the focus of the meeting. This meeting is where it is decided if action needs to be taken based on the data. Our data has been utilized by the Leadership team to improve the Warmline service (45% increase in warmline calls over the past 2 years), increase the number of educational groups held daily (attendance up 44% in FY19), doubled System Navigator availability, and increased outreach activities to the community (by 18%). The participant satisfaction rate continues to be above 97%.

5.3 Capacity & Sustainability

5.3.1 Staff Qualifications & Experience

5 Points

Provide information on the key/primary individuals that will be involved in the provision of services and demonstrate that they have the capacity to address the stated need. List each position by title and name of employee, if available. Describe the anticipated roles and responsibilities for each person as it relates to this project. Describe the experience, expertise, and capacity of each individual to address the proposed activities.

Experience and Expertise of Participation Station staff - Must identify as having lived experience with mental illness and/or substance use disorder; must hold current Kentucky certification as a peer support specialist in recovery for one year, demonstrating knowledge of participant initiated peer support programs; must be team-oriented, demonstrating a high degree of cultural competence working with diverse groups of participants, providers, and stakeholders of mental health / substance use services with dignity, respect, and compassion.

Administrative Coordinator

Valerie Mudd, 2009 to present

Administrative management, Community representation, Personnel supervision, and Financial oversight.

Programs / Training Coordinators

Sarah Brumfield, 2010 to present

Julie Joseph, 2014 to present

Implements, coordinates and evaluates programming; elicits feedback and input from participants, providers, and stakeholders; provides oversight of staff conduct, conflict resolution, training and continuing education.

Environmental Coordinator

Bonnie Tracy, 2012 to present

Supervises client participation in facility cleanliness and safety while providing skills training practical to maintaining their personal residence.

5.3.2 Partnership & Resource Leverage

5 Points

How do your programs and services support our community’s comprehensive response to the identified priority area of Community Wellness & Safety? Does your organization have any formal agreements or informal working relationship with other local service programs?

What role does your governing board members, volunteers, and / or donors play in facilitating viable service delivery and program administration? Does your program have any major civic benefactors or corporate sponsors? Describe other secured funding sources and committed operational resources your organization has allocated for the proposed program.

Participation Station (PS) is a hub of education, support, and social activities for individuals with serious mental illness and/or substance use disorders. Staff and volunteers provide mentoring from the perspective of their shared “lived experience”. Community agencies utilize PS to augment effectiveness in serving their clients. PS refers participants to community partners for benefits and services vital to their recovery. PS serves as a critical link for reentry into the community from hospitals, residential treatment centers, and Fayette County Detention Center. Partners include Fayette Mental Health Court, Eastern State Hospital, regional substance use treatment centers, Central Kentucky Recovery Center, New Vista, Mountain Comprehensive Care, Hope Center, Catholic Action Center, Salvation Army, Lexington Rescue Mission, and God’s Pantry. PS also provides education venues for student interns from UK, ECU, Midway, Asbury, and Morehead State. Student opportunities create better outcomes for participants and afford students the hands-on experience of understanding serious mental illness and substance use disorders. PS staff and stipend earners provide volunteer hours equivalent to the hours they are paid for. Many of the 33,000 hours of service provided by the NAMI Lexington board and volunteers directly benefit the PS program. PS funders include LFUCG ESR program, NAMI Lexington discretionary funds, KY Department of Behavioral Health, Mountain Comprehensive Care, and UK HealthCare. We are continually leveraging the investments of our partners and seek new funding sources for this indispensable program. NAMI Lexington provides significant in-kind operational resources including administration, business development, fiscal oversight, reporting, program evaluation, advocacy, and community outreach.

5.3.3 Outreach & Inclusion Strategy

15 Points

Demonstrate how the program will ensure services are available and accessible by all potential participants, especially related to language barriers for persons with limited English proficiency; persons with physical or other disabilities; and persons impacted by poverty and economic distress.

Has your organization enacted any policies (or employs any standard operating procedures) to ensure equitable service opportunity and / or benefit program to a diverse cross-section of the greater community?

Participation Station’s programming is FREE, avoiding economic burden. Participation Station does not bill so there are no insurance barriers. Services are available to any adult in Fayette County. The program design serves individuals with mental illness/substance use disorders but disclosure is not required to participate in the program. The initial paramount goals are engagement, inclusion, safety and building trusting relationships. We reverently embrace our Non-discrimination Policy, “NAMI Lexington shall actively recruit, engage and serve members from every race, culture, ethnicity, age, religion, socio-economic status, sexual orientation, gender, and disability and shall not discriminate against any person or group in the requirements for inclusion, provision of service or support, or in its policies or actions.” NAMI Lexington is compelled to embrace the broadest possible definition of inclusion and nondiscrimination. Participation Station offers the epitome in cultural competence due to its very nature; providing recovery services to people with serious mental illness (SMI) and substance use disorder (SUD) from individuals (Peer support specialists) who also have SMI and/or co-occurring SUD. We strive for interpreter services when no bilingual peer is available and are handicap accessible. Participation Station is located in proximity to bus routes and Downtown Lexington, hospitals and service providers, including Wheels. Programming occurs 7 days per week, published in a well circulated weekly schedule. Programs and social opportunities occur, even on holidays, when people would otherwise be alone and isolated in the Community. Needs can certainly happen outside of regular business hours and the WARMLINE is available for those times.

6.0 Program Budget Summary Form Instructions

Proposal Submittal shall be considered incomplete and shall be rejected without completed Budget Summary Form. (Including total amount of ESR grant request.) The Program Budget will be the same for both FY21 and FY22; there will be no increases in award for Year 2 of the grant.

For organizations requesting funding for more than one program in this RFP, combine into a single Program Budget narrative for the proposal.

Please note that the Program Budget will be part of the grantee agreement with LFUCG and regular tracking and expenditure reporting will be required.

To ensure readability and uniformity, please use the Program Budget form included. Provide brief line-item detail as specified in each section below and verify all calculations.

This section provides a summary of the total proposed Program Budget for FY 2021. It requests the allocation of all projected funding amounts (City and non-City sources) for anticipated FY 2021 program expenditures.

Total Program Budget

Column A should reflect projected expenditures for the entire program (not just the proposed LFUCG ESR grant funding request portion). When the chart is completed this column should equal ESR Grant Funding Request plus other/non-ESR program funding. (A=B+C)

ESR Grant Funding Request

Column B is the grant amount being requested from this RFP to support this program's services to eligible Fayette County Participants.

Non-LFUCG Program Funding

Column C is the non-LFUCG ESR funding that is allocated to the Total Program Budget (A-B = C).

This form is for the budget for the PROGRAM applying for ESR funds, not the total agency budget.

For each category identify the amount requested and the amount to be leveraged through other programs or organizations (if applicable).

Staff Salaries – Identify the number of Full-time position salaries allocated to the program, and part-time positions allocated to the program, and the amounts of each allocated to Columns A, B, & C.

Consultant Services – In the "List Details" box, **briefly** describe any expenses associated with providing expanded supportive services or other services for which the organization intends to contract with another entity. Any of these expenses to be provided by the proposing organization should be included in other line items.

Space/Facilities – In the "List Details" box, **briefly** list the basis of the allocation of rental costs, utilities, janitorial costs, and any other facility costs for the Program. Identify any office or program space in an LFUCG owned building, and any other costs (rent, monthly utilities, etc.) reimbursed to LFUCG.

Scholarships/Stipends – In the "List Details" box, **briefly** list the type of scholarships or stipends, and include the number of people or organizations to receive funds.

Operating Expenses – In the "List Details" box, **briefly** list the costs associated with expenses, supplies, utilities, and any other expense associated directly with the operation of the project.

Other – In the "List Details" box, **briefly** list any other costs for the Program not covered above.

PROGRAM BUDGET SUMMARY

Agency Name **NAMI Lexington (KY), Inc.**

Program Name **Participation Station**

FY 2021 (July 1, 2020--June 30, 2021) Total Program Budget

	Column A Total Program Budget [= B+C]	Column B ESR Grant Funding Request	Column C Non-ESR Program Funding [A-B]
1. Staff Salaries for Program			
	# of Employees:		
Full-Time (FTE)	0		
Part-Time	14	43,400	38,200
Total Salaries	81,600	43,400	38,200
3. Consultant Services	\$ 2,350	590	1,760
<i>list details</i>	Accounting, payroll and payroll liabilities, tax returns, external audit, legal Services, state filing fees, document review, *ESR request is 25% of total rounded to nearest \$10		
4. Space/Facilities	\$ 51,790	12,950	38,840
<i>list details</i>	865 and 869 Sparta Ct. Rent, Utilities, Janitorial service / cleaning supplies, Lawn care / Parking lot, sidewalk snow removal, Building maintenance /repairs *ESR request is 25% of total rounded to nearest \$10		
5. Operating Expenses	\$ 24,510	6,130	18,380
<i>list details</i>	Office supplies, Telephone / internet, postage, printing and copying, books, subscription, reference, org. dues Travel - jail visits, participant transport to appointments / services. Staff development - Conferences, trainings, Business and D&O insurance, external software services *ESR request is 25% of total rounded to nearest \$10		
6. Scholarships / Stipends	\$ 41,320	10,330	30,990
<i>list details - numbers & amounts</i>	Stipends - In Our Own Voice - 45 presentations annually / Peer to peer workshops 1,500 workshops annually / Support Group facilitators 500 groups annually Scholarships - Adult Peer Support Specialist training and certification - 5 Scholarships / year *ESR request is 25% of total rounded to nearest \$10		
7. Other	\$ 0		
<i>list details</i>	ESR funding request is to support System Navigators and Warmline Peer Supporters personnel and 25% of other program expenses.		
8. TOTAL FY21 PROGRAM BUDGET	\$ 201,570	73,400	128,170
<i>(Program budget will be the same for FY22; no increase in award for Year 2 of the grant)</i>			
Cost per Program Participant:	\$ <u>336</u>		

I understand that this document in its entirety is incorporated into my grant Agreement with the Lexington-Fayette Urban County Government.

Authorized Representative (typed name): Phillip Gunning

Title: Executive Director

Date: 4/3/2020

**NAMI Lexington's Participation Station
Response to the COVID19 Pandemic**

Exhibit C

1. Is your proposal still viable for implementation as originally submitted?
Yes
2. Please detail any modifications you will be making to the original submission in order to comply with the new service delivery requirements in the COVID19 environment? (i.e. social distancing, capacity requirements, group event restrictions, etc.)

On March 15th, 2020, Participation Station closed its doors to on-site participants. Realizing that our program was set up for some of the most vulnerable citizens of our community we immediately began looking for ways to reach out in any way possible to our participants. The following changes were made.

- A. Prior to closing our participants voluntarily provided up to date contact information so that we could do outreach.
- B. We utilized volunteers to make sanitized "Wellness Bags" which had items such as puzzles, pill minders, some toiletries and journaling notebook which were distributed to our most at risk participant, while maintaining social distancing. Front porch drop-offs with in-yard conversations.
- C. We purchased an upgraded Zoom Account and explored Participation Station's most popular groups and moved them to the Zoom Platform. We made sure the Zoom groups were set up in a way that the participant only had to click or tap a link and they would be automatically allowed into the room as most of our population is technologically challenged. During the months of April, May, and June 2020, we averaged 37 people a day which accounted for over 3000 attendances and 3186 hours of direct contact time. (Zoom gives us great access to data!)
- D. We expanded our Warmline hours by 4 hours/day to allow folks a number they can call when they just need someone to talk to, or to hear another live human voice. We have seen a pattern of callers that have been outside our regular callers to the service.
- E. Our System Navigators make regular outreach calls to participants including our most vulnerable and have been providing navigation services to help them problem solve issues that have popped up during the pandemic. Assistance has included handling stimulus check problems, arranging absentee voting concerns, dealing with the usual crisis situations that pop up, assisting with virtual appointments with their therapists and prescribers, and setting up transportation through Wheels, etc.
- F. We regularly host Double Trouble in Recovery Support groups online via both Zoom and Facebook Live for our folks with co-occurring Mental Health/Substance Use disorders. This is in addition to our other regular support groups that remain in place on Zoom.
- G. Our Peer Specialist gave an outreach "in Our Own Voice" Zoom talk to approximately 300 UK Medical students from different sites across the state.
- H. All services to Fayette Mental Health Court program participants continue to be provided.
- I. We changed our statewide Consumer Conference and Peer Excellence Awards Ceremony from in person at the Clarion Hotel on Newtown Pike to a Spring Series of eight Zoom Webinars which were attended by 478 people.

- J. We are watching news for re-opening of the Senior Citizen's Center as our cue to begin re-opening Participation Station and anticipate serving in-person participants at a reduced Capacity and following all guidelines related to PPE, Social Distancing, etc. We plan to continue providing virtual programming when we resume in-person services to offset the reduction in capacity and reduced in-person hours.
3. Will these new modifications increase or decrease your proposed budget? Please detail any increases or decreases to your proposed budget including additional costs and/or other secured funding.

No – we will re-allocate funds as needed but believe we can offset additional expenses for technology, PPE, cleaning supplies and services with savings related to reduced capacity.

We remain very concerned about our folks who not only remain vulnerable from their serious behavioral health issues (both mental health and substance use) but also have serious health issues including a large number with diabetes from their medications. Many of our folks need supports to take care of their physical health issues and struggle with accessing much of the technology that is available to them. For these reasons it is critical for us to maintain this current level of services and provide these much-needed supports.

Best regards,

Phill Gunning

Phill Gunning, Executive Director
NAMI Lexington
pgunning@namilex.org
859-539-1918

MAYOR LINDA GORTON



LEXINGTON

MONICA CONRAD
ACTING COMMISSIONER
GENERAL SERVICES

TO: Mayor Linda Gorton
Urban County Council

FROM: 
Monica Conrad, Acting Commissioner, General Services

CC: Jamshid Baradaran, Director, Facilities and Fleet Management
Chris Litton, Project Program Manager, General Services
Teresa Grider, Administrative Officer, General Services

DATE: October 5, 2020

SUBJECT: Request a Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute the First Addendum to the Memorandum of Understanding between the Lexington Fayette Urban County Government, and the Administrative Office of the Courts (AOC), for Appellate Renovations at the Fayette County Court House. The Addendum will revise the construction cost cap that LFUCG will pay for construction services from \$800,000 to \$396,700. The \$396,700 reflects the construction bid price per contract #18-2020 (R-164-2020). The AOC will reimburse LFUCG for the full amount of construction services not exceeding \$396,700 in monthly payments. The Addendum will revise the date June 30, 2020, to June 30, 2021 as the date in which AOC funds appropriations end.

Request

Authorization to: Execute First Addendum to Memorandum of Understanding between the Lexington Fayette Urban County Government, and the Administrative Office of the Courts (AOC), for Appellate Renovations at the Fayette County Court House. The Addendum will revise the construction cost cap that LFUCG will pay for construction services from \$800,000 to \$396,700. The \$396,700 reflects the construction bid price per contract #18-2020 (R-164-2020). The AOC will reimburse LFUCG for the full amount of construction services not exceeding \$396,700 in monthly payments. The Addendum will revise the date June 30, 2020, to June 30, 2021 as the date in which AOC funds appropriations end. Original Memo of Understanding: R-083-2020.

Why are you requesting? To change the construction cost to reflect the actual bid cost, and to update MOU dates per the current fiscal year for AOC funds appropriations.

Department needs this action completed: To update the agreement between LFUCG and the AOC in order to proceed with issuing a Notice to Proceed to Omni Commercial (Contract#164-2020). This project was put on hold due to Covid-19.

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

The cost for this FY is: Not to exceed \$396,700.00

The funds are budgeted or a budget amendment is in process:

The cost for future FY is: N/A
Budgeted



Account number:

FUND	DEPT ID	SECTION	ACCOUNT	BUDGET REF	AMOUNT
4022	707501	7044	76101		\$396,700.00

File Number: 0986-20

Commissioner/ Director:

Monica Conrad, Acting Commissioner, General Services
Jamshid Baradaran, Director, Facilities and Fleet Management



**First Addendum to
Memorandum of Understanding
(MOU) 2019-195**

This First Addendum to MOU 2019-195 is entered into this 15th day of September, 2020 between the Administrative Office of the Courts (AOC) and the Lexington-Fayette Urban County Government (LFUCG).

WHEREAS, the LFUCG and the AOC entered into MOU 2019-195 on January 1, 2020;

WHEREAS, MOU 2019-195 was entered into by the LFUCG and the AOC in order to renovate the law library and Kentucky Court of Appeals office space in the Fayette County Circuit Court Facility (Project);

WHEREAS, under the terms of MOU 2019-195, LFUCG agreed to obtain construction services for the Project, not to exceed \$800,000;

WHEREAS, since entering into MOU 2019-195 on January 1, 2020, LFUCG put the Project up for public bid;

WHEREAS, on March 4, 2020 OMNI Commercial LLC (OMNI) bid for the Project in an amount of \$396,700.00;

WHEREAS, LFUCG selected OMNI's bid for construction services for the Project based on its March 4, 2020 bid;

NOW, THEREFORE, the following provisions are agreed to by the parties as witnessed by the signatures to this Addendum. These provisions amend the terms and conditions of MOU 2019-195. All other terms and conditions of MOU 2019-195 remain the same. In the event the provisions of this Addendum conflict with those of MOU 2019-195, the provisions of this Addendum shall control.

I. SCOPE OF SERVICES

1. The Scope of Services is hereby amended to reflect the bid of OMNI.
2. Section 1(A)(6) is hereby amended as follows:

“The AOC agrees to make monthly reimbursement payments to the LFUCG for construction services for the Project, not to exceed \$396,700.00 plus a 10% contingency value of \$39,670.00. Once the contract price is established, the AOC will not reimburse the LFUCG for any increases in the contract price unless a change order is reviewed and approved by AOC prior to execution as required by Section I.B.6 of this MOU. To receive reimbursement, the LFUCG shall submit to Danny Rhoades all paid invoices / pay applications for the month along with a copy of the LFUCG's cancelled check showing the payments(s) made by the

LFUCG to the construction services provider. The total amount of AOC reimbursement for this Project, including approved change orders, shall not exceed \$436,370.00.”

3. Section I(A)(7) is hereby amended as follows:

“The obligations of the AOC are subject to biennial appropriations by the General Assembly, which funds have been appropriated for this project in this fiscal year which ends June 30, 2021.”

4. Section 1(B)(8) is hereby amended as follows:

“The LFUCG understands and agrees that the total amount of AOC reimbursement for this Project, including approved change orders shall not exceed \$436,370.00.”

II. AMENDMENTS

The parties may make amendments to this MOU as may be necessary. Any such amendment shall be made in writing and agreed to by each party.

WITNESS THE AGREEMENT of the Parties as attested by their signatures affixed hereon.



Authorized Signature Authority
Lexington-Fayette Urban County Government

11/13/2020
Date

Laurie K. Dudgeon, Director
Administrative Office of the Courts

Date

Approved by:

Reviewed by:

Carole Henderson, Budget Director
Administrative Office of the Courts

Ryan Becker, Legal Counsel
Administrative Office of the Courts

Recommended by:

Danny Rhoades, Executive Officer
AOC Department of Court Facilities

R-083-2020

C-037-2020

MEMORANDUM OF UNDERSTANDING

Between the

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

and the

ADMINISTRATIVE OFFICE OF THE COURTS

WHEREAS, KRS 26A.090 to 26A.168 governs the provision, development, and operation of facilities for the use of the Kentucky Court of Justice ("KCOJ");

WHEREAS, pursuant to KRS 26A.100, a local unit of government is charged with the responsibility of providing facilities for the use of the KCOJ ("court facilities") in each county of the Commonwealth of Kentucky;

WHEREAS, the Administrative Office of the Courts ("AOC") is the operational arm of the KCOJ;

WHEREAS, the Lexington-Fayette Urban County Government ("LFUCG") is a local unit of government as contemplated by KRS 26A.100 which currently provides court facilities for the use of the KCOJ in the Fayette County Circuit Court facility located at 120 N. Limestone, Lexington, Kentucky, 40507;

WHEREAS, the LFUCG is responsible for operating and maintaining the Fayette County Circuit Court facility;

WHEREAS, the AOC reimburses the LFUCG for operating costs and maintenance expenses associated with the space ("operating costs") in accordance with KRS 26A.090 and KRS 26A.115 and as determined on an annual basis per the Court Facilities Local Government Reimbursement Form;

WHEREAS, AOC has identified a need to renovate the law library and Kentucky Court of Appeals office space in the Fayette County Circuit Court facility ("Project");

WHEREAS, AOC will retain an architect ("Architect") to perform design services for the Project;

WHEREAS, LFUCG will contract a construction services provider ("Constructor") to perform construction services for the Project; and

WHEREAS, the Parties enter into this Memorandum of Understanding ("MOU") to set forth their rights and obligations throughout the duration of the Project.

NOW, THEREFORE, the AOC and the LFUCG mutually agree as follows:

I. SCOPE OF SERVICES:

A. Obligations of the AOC:

1. The AOC agrees to provide a project manager to be the AOC contact to facilitate the Project with the LFUCG, the Architect, and the Constructor.
2. AOC will use its vendor for relocation of mobile file systems and will be responsible for associated expenses.
3. AOC will retain an Architect to provide design services for the Project.
4. AOC will pay the Architect for those services and any resulting purchase orders.
5. Whenever the terms of this MOU provide for approval by the AOC, the approval shall not be unreasonably withheld. Any request for approval shall be considered and acted upon by the AOC in a timely fashion.
6. The AOC agrees to make monthly reimbursement payments to the LFUCG for construction services for the Project, not to exceed \$800,000.00. Once the contract price is established, the AOC will not reimburse the LFUCG for any increases in the contract price unless a change order is reviewed and approved by AOC prior to execution as required by Section I.B.6 of this MOU. To receive reimbursement, the LFUCG shall submit to Danny Rhoades all paid invoices / pay applications for the month along with a copy of the LFUCG's cancelled check showing the payment(s) made by the LFUCG to the construction services provider and the Architect. The total amount of AOC reimbursement for this Project, including approved change orders, shall not exceed \$800,000.00.
7. The obligations of the AOC are subject to biennial appropriations by the General Assembly, which funds have been appropriated for this project in this biennium which ends June 30, 2020.

B. Obligations of the LFUCG:

1. The LFUCG agrees to retain a Constructor to provide construction services for the Project.
2. The LFUCG will pay the Constructor via LFUCG's payment arrangement with the Constructor.
3. The LFUCG agrees to provide a LFUCG maintenance employee to be the local contact to manage the Project with the AOC and the Constructor.
4. The LFUCG agrees to use the construction documents prepared by the Architect, and approved by AOC, as the scope of the Project.
5. The LFUCG agrees to transmit to the AOC for its approval any contract or contract

modification related to the Project. The LFUCG understands and agrees that the AOC will not reimburse the LFUCG for any costs pursuant to any contract or contract modification related to the Project unless the contract or contract modification has first been reviewed and approved by the AOC.

6. The LFUCG agrees that it will submit each change order relating to the Project to the AOC for review and approval prior to execution thereof. The LFUCG understands and agrees that the AOC will not reimburse any costs associated with a change order if the LFUCG fails to comply with this provision.

8. THE LFUCG understands and agrees that the total amount of AOC reimbursement for this Project, including approved change orders, shall not exceed \$800,000.00.

9. The LFUCG agrees to make timely payment to the Constructor and any other contractor(s) the LFUCG may engage to facilitate the completion of the Project.

10. The LFUCG agrees that the AOC will control and approve all assignments of space in the completed Project.

11. The LFUCG shall keep all insurable improvements presently existing, and all insurable improvements to be constructed and located on the completed facility site insured to the full insurable value thereof against fire, flood, tornado, windstorm, and other casualties in good and solvent insurance companies, and the LFUCG shall make said policies available to and payable to the LFUCG and the AOC as their respective interests may appear, or cause said policies to be endorsed in an appropriate manner so that in the event of loss the proceeds thereof will be payable to the LFUCG and the AOC as their interests may appear. In the event that the Project is damaged or destroyed by any casualty, the LFUCG will provide the AOC with proof of the amount of any proceeds received by the LFUCG from any insurer. Such proceeds will first be applied to any bond indebtedness that may remain on the facility, and the LFUCG will relinquish to the AOC its pro rata portion of any remaining proceeds, based on the percentage of the Project that is or is to be occupied by the KCOJ.

II. Length of Contract:

This MOU is effective January 1, 2020 and will expire at the completion of the project.

III. Breach of Contract:

The parties shall bear their own costs associated with disputes as to the rights and responsibilities of the parties under this MOU.

IV. Choice of Law and Forum Provision:

The laws of the Commonwealth of Kentucky will govern all questions as to the execution, validity, interpretation, construction and performance of this MOU. Furthermore, the LFUCG and

the AOC agree that any legal action, which is brought on the basis of this MOU, will be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

V. Amendment Clause:

This MOU may be amended by the AOC and the LFUCG as may be necessary. Any such amendment must be made in writing and agreed to by authorized representatives of each party.

WITNESS THE AGREEMENT of the Parties as attested by their signatures affixed hereon.

Linda Gordon
Authorized Signature Authority
Lexington-Fayette Urban County Government

3/3/2020
Date

Laurie K. Dudgeon
Laurie K. Dudgeon, Director
Administrative Office of the Courts

3/13/2020
Date

Approved by:

Carole Henderson
Carole Henderson, Budget Director
Administrative Office of the Courts

Recommended by:

Danny Rhoades
Danny Rhoades, Executive Officer of Court Facilities
Administrative Office of the Courts

Examined as to form and legality by:

Bethany Atkins Rice
Bethany Atkins Rice, Legal Counsel
Administrative Office of the Courts

Larry Roberts
Larry Roberts
Fayette County Attorney



Administrative Office of the Courts

1001 Vandalay Drive
Frankfort, Kentucky 40601
502-573-2350 or 800-928-2350
www.courts.ky.gov

John D. Minton, Jr.
Chief Justice of Kentucky

Laurie K. Dudgeon
Director

September 11, 2020

Chris Litton
Program Project Manager
Department of General Services
200 E. Main Street
Lexington, Kentucky 40507

Sent via email to: clitton@lexingtonky.gov

RE: Addendum to MOU 2019-195

Mr. Litton:

In response to your August 26, 2020 email, the AOC has been appropriated funds sufficient to reimburse LFUCG in FY 2021 as required by MOU 2019-195. To receive reimbursement, the project must be completed and invoices presented to the AOC before June 30, 2021.

Thank you,

A handwritten signature in black ink, appearing to read "Jenny Lafferty".

Jenny Lafferty
Director of Finance and Administration, AOC

dmc

cc:
Jamshid Baradaran
Todd Slatin
Teresa Grider
Sondra Stone
Carole Henderson
Danny Rhoades

LEASE AGREEMENT

THIS LEASE, made and entered into this ____ day of _____, 2021 by and between **WINMAR CORPORATION**, Suite 208 - Bakhaus Building, 1500 West Main Street, Lexington, Kentucky 40511, party of the first part, hereinafter referred to as **Landlord**, and the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507, party of the second part, hereinafter referred to as **Tenant**.

WITNESSETH:

Landlord and **Tenant** desire to enter into this Lease, pursuant to which **Tenant** shall lease from **Landlord**, and **Landlord** shall lease to **Tenant**, certain real property and improvements, upon the terms and conditions set forth herein. **NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the parties hereby agree as follows:

1. **LEASED PREMISES:**

Landlord hereby leases to **Tenant**, and **Tenant** hereby leases from **Landlord**, for the term, at the rental and upon all of the conditions set forth herein, the following premises (and as illustrated on the Exhibit A floor plan):

2. **TERM:**

The term of this Lease shall be for a period of five years, commencing on the 1st day of February 2021 ("Commencement Date"), and ending on the 31st day of January, 2026, unless sooner terminated; provided, however, that in the event the Urban County Council does not appropriate funds for the continuation of this Lease for any fiscal year (July 1 to June 30), this Lease shall be terminated at the end of the then current fiscal year. In the event of such termination, the Lessee shall not be obligated to pay any amounts due for rent or maintenance beyond the end of the then current Fiscal Year. Such termination shall not constitute a default under this Lease. **Tenant** may renew this Lease for five (5) additional terms of one (1) year each ending January 31, 2027 thru 2031 respectively by providing written notice to **Landlord** sixty (60) days prior to the expiration of each term.

3. **RENT:**

Commencing on the Commencement Date, **Tenant** shall pay rent to **Landlord** during the first 36 months of the lease term the sum of Fifteen dollars and ninety-five cents (\$15.95) per square foot of Leased Premises, which shall be payable each month in advance, on or before the first day of each month. Monthly rent will increase after the first 36 months of the lease term and or any future lease renewals provided under this agreement will be in accordance with Exhibit B. The occupied space will total 25,449 on the commencement date and be reduced to 24,168 square feet effective April 1, 2021. Between the commencement date and April 1, 2021, the **Landlord** will complete all renovations as illustrated in Exhibit C. No later than April 1, 2021, the **Tenant** will fully occupy the renovated space. **Tenant** agrees that should they elect to exercise their right to renew the lease after the initial five-year period, under terms of this agreement as outlined in Section 2 that the rental rate will increase in accordance with Exhibit B. Furthermore, **Landlord** shall give the

Tenant the right of first refusal for any additional space as it becomes available during the Lease at the rate in place at that time.

4. **OCCUPANCY:**

Tenant shall use and occupy the demised premises for the following purposes and no others:

General Office Operations.

5. **ALTERATIONS. ETC.:**

Tenant shall make no alterations to the leased premises without the prior written consent of the **Landlord**. All alterations, decorations, installations, additions or improvements upon the demised made by either party, including, but not limited to, paneling, partitions, railings and the like, shall, unless **Landlord** elects otherwise, become the property of the **Landlord** and remain upon the demised premises as a part thereof at the end of the term or any extension thereof. In the event the **Landlord** shall elect otherwise such alterations, additions or improvements as the **Tenant** may have made shall, to the extent directed by the **Landlord**, be removed by the **Tenant** and the **Tenant** shall restore the premises to the original conditions prior to the expiration of the term and at the cost of the **Tenant**. Prior to **Tenant** occupation of the Leased Premises, **Landlord** shall complete, at **Landlord**'s expense, any fit-up costs required for paint, carpet, and reconfiguration of space as agreed upon by **Landlord** and **Tenant**. **Tenant** shall be responsible for installation of fiber optic/computer line drops within the leased premises.

6. **REPAIRS:**

Tenant shall take good care of the demised premises. All damages or injury thereto caused by the **Tenant** or agents, servants, employees, invitees or licensees of the **Tenant**, shall be restored promptly by the **Tenant** at the cost of the **Tenant** and to the satisfaction of the **Landlord**. If the **Tenant** shall fail to make such repair and restoration, within thirty (30) days after written notice provided by **Landlord**, the same may be made by the **Landlord** at the expense of the **Tenant** and collectible as additional rent within fifteen (15) days after rendering of a bill or statement therefore.

7. **REQUIREMENT BY LAW. FIRE INSURANCE:**

Landlord shall provide, at its cost throughout the term of this lease and annually for any extensions thereof, fire and casualty insurance on the building. **Landlord** shall maintain liability limits in an amount not less than \$1,000,000.00 per occurrence with an aggregate of not less than \$2,000,000.00 for all common areas as depicted in **Landlord's** current policy coverage (Exhibit E). **Tenant** shall provide Commercial General Liability Insurance, including Premise and Operations Liability, Fire Insurance for its own contents, improvements and betterments, Workers Compensation Insurance, and will comply with all laws and regulations which shall be applicable to the demised premises for the use thereof and the **Tenant** or **Landlord** shall not do or permit to be done any act or thing on the premises which would invalidate insurance policies covering the building or occupancy containing the demised premises or increased the insurance rates upon said building or occupancy. If the event insurance rates on said building or occupancy shall be increased on account of anything done by the **Tenant** or **Landlord**, the **Tenant** or **Landlord** shall pay to the applicable party (whichever applies to **Tenant** or **Landlord**) the amount of such increases within fifteen (15) days of notice of such increase. Such payment, however, and acceptance of

such payment shall not be deemed a waiver of any other rights granted the **Tenant** or **Landlord** there under, including the right to terminate the lease. The **Tenant** shall not allow on the leased premises any objectionable odors in the demised premises.

8. PROPERTY LOSS-DAMAGE-REIMBURSEMENT:

The **Landlord** shall not be liable for any damage to property of the **Tenant** or other **Tenants** which is entrusted to employees of the building containing the demised premises, nor for loss or damage to such property by theft or otherwise. The **Landlord** shall not be liable for injuries or damage to person or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, snow or leaks from any part of the building containing the demised premises or any other cause whatsoever unless due to the negligence of the **Landlord**; nor shall the **Landlord** be liable for any such damage caused by either of its **Tenants** or other persons in its building nor shall the **Landlord** be liable for any latent defect in the demised premises or in the building of which they form a part.

9. DESTRUCTION-FIRE OR OTHER CAUSE:

If the demised premises or the building containing the demised premises shall be damaged by fire or other casualty, within thirty (30) days of such damage, the **Landlord** or **Tenant** may elect to terminate this lease as of such damage and have no further liability to the other by giving notice in writing of such termination. In the event of such damage if the **Landlord** or **Tenant** does not terminate the lease, **Landlord** shall restore the demised premises or so much of the building containing said premises as may be necessary for the use of the demised premises within a reasonable period of time. In the event of restoration as provided above, it shall be at the cost of

the **Landlord**, and the rent or a just and proportionate part thereof shall be abated until such restoration is complete unless said damage was caused by the acts or neglect of the **Tenant** or servants, agents, employees, licensees or invitees of the **Tenant**, in which later event there shall be no abatement of rent and the **Landlord** shall be fully reimbursed by the **Tenant** for such restoration.

10. EMINENT DOMAIN:

If the whole or part of the demised premises, or so much of the building containing the demised premises as to make the demised premises unusable shall be taken by eminent domain, the terms of the lease shall cease and terminate as of such taking and the **Tenant** shall have no claim against the **Landlord** for the value of any unexpired term of the lease nor any claim to any sums awarded for such taking.

11. ASSIGNMENT

The **Tenant** shall not assign or sublet the demised premises in whole or in part without the consent in writing of the **Landlord**, which consent shall not unreasonably be withheld.

12. ACCESS:

The **Landlord** shall have the right to enter the demised premises at any and all reasonable times for the purpose of inspecting the same and making such repairs and alterations as it may deem necessary or appropriate.

13. BANKRUPTCY:

If the **Tenant** should be adjudged as bankrupt or be the subject of any type of insolvency proceedings, which are not dismissed within fifteen (15) days of the commencement thereof, at the option of the **Landlord** this lease shall terminate as of the commencement of such proceedings.

14. DEFAULT:

If the **Tenant** shall be in default in the payment of any installment of rent or a period of twenty (20) days; or if the **Tenant** shall remain in default in the performance of any other condition of the lease for ten (10) days after the **Landlord** gives notice to correct the same, then on the happening of either of said events the **Landlord** may terminate this lease and retake the demised premises without further notice. Likewise, if the **Landlord** defaults in the performance of any condition of this lease for which the **Landlord** is responsible for thirty (30) days after the **Tenant** gives written notice to correct the same, then the **Tenant** may terminate this lease without further notice.

15. END OF TERM:

Landlord requires notification 90 days prior to end of lease term, if **Tenant** wishes to renew lease.

16. QUIET ENJOYMENT:

The **Tenant** upon observing all conditions of the lease may peaceably and quietly enjoy the demised premises.

17. WAIVER:

No provision of this lease shall be deemed waived unless such waiver is in writing and signed by the **Landlord**. No acceptance of rent or other payment by the **Landlord** shall be deemed a waiver of any condition of this lease or a waiver of any right of the **Landlord** to repossess the demised premises.

18. NOTICES:

A notice shall be deemed to have been given to the **Landlord** when delivered to it at the address first above written or such other location as the **Landlord** may direct. A notice shall be deemed given to the **Tenant** when delivered to the demised premises or mailed postage prepaid to the last address of the **Tenant**.

19. ELEVATORS, HEAT, CLEANING:

The **Landlord** shall at its expense (a) provide necessary elevator facilities; (b) furnish heat to the demised premises and air conditioning in the appropriate season; (c) furnish water and electric current; (d) at **Landlord's** expense furnish all janitorial service necessary to keep the demised premises clean and orderly, including all common area maintenance. All stains shall be reported to the **Landlord** immediately, so that proper cleaning might be accomplished. All boxes, large books, etc., shall be removed from the offices by **Tenant**. Janitorial service will remove all general office trash from trash receptacles daily, but will not remove accumulated heavy trash. Dumpsters are available on the premises of the parking lots. The **Landlord** reserves the right to stop service of the heating, air conditioning, elevator, plumbing, and electrical systems when necessary, by reason of accident, or emergency, or for repairs, alterations, replacement or improvements in the

judgment of the **Landlord** until said repairs, alteration, replacements or improvement, shall have been completed. **Landlord** shall have no responsibility, or liability for failure to supply heat, air conditioning, elevator, plumbing and electrical service, when prevented from doing so by strike, accidents or by any cause beyond **Landlord's** control.

20. CAPTIONS:

Captions are inserted only for convenience and in no way define, limit or describe the scope of this lease or any provision thereof.

21. SUCCESSORS:

This lease shall be binding upon each of the parties and its successors, assigns, heirs, next of kin and personal representatives.

22. RULES AND REGULATIONS:

The **Tenant** at all times shall observe and comply with all regulations of the **Landlord** pertaining to the building.

23. PARKING:

Landlord shall allocate **Tenant** parking space at the facility as shown in Exhibit D including the three (3) reserved 30 minute spaces for Pharmacy pickup, one reserved space for the Court of Appeals, and two reserved spaces for the **Tenant**. The Landlord shall allocate the remaining parking spaces so that the intent of Exhibit D is met. All reserved parking sign installation is the responsibility if the **Landlord**.

24. OTHER CONDITIONS:

The Lease Agreement, which includes the **Landlord's** offer in response to **Tenant's** request for bids as attached, constitutes the entire agreement between the parties. It supersedes all previous understandings and agreements between the parties, and no oral or implied representation or understandings shall vary its terms. It may not be amended except by a written instrument executed by both parties.

IN WITNESS WHEREOF, **Landlord** and **Tenant** have executed this writing, in duplicate, on this day and year first written, each copy to have the force and effect of the original.

WITNESS FOR THE LANDLORD

WINMAR CORPORATION





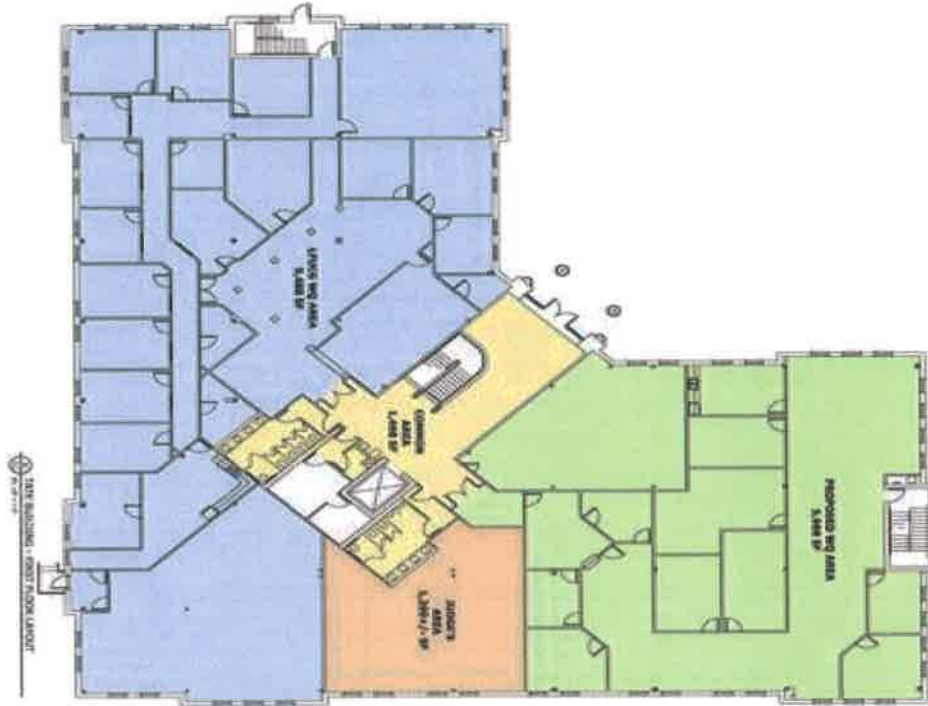
WITNESS FOR THE TENANT

LFUCG





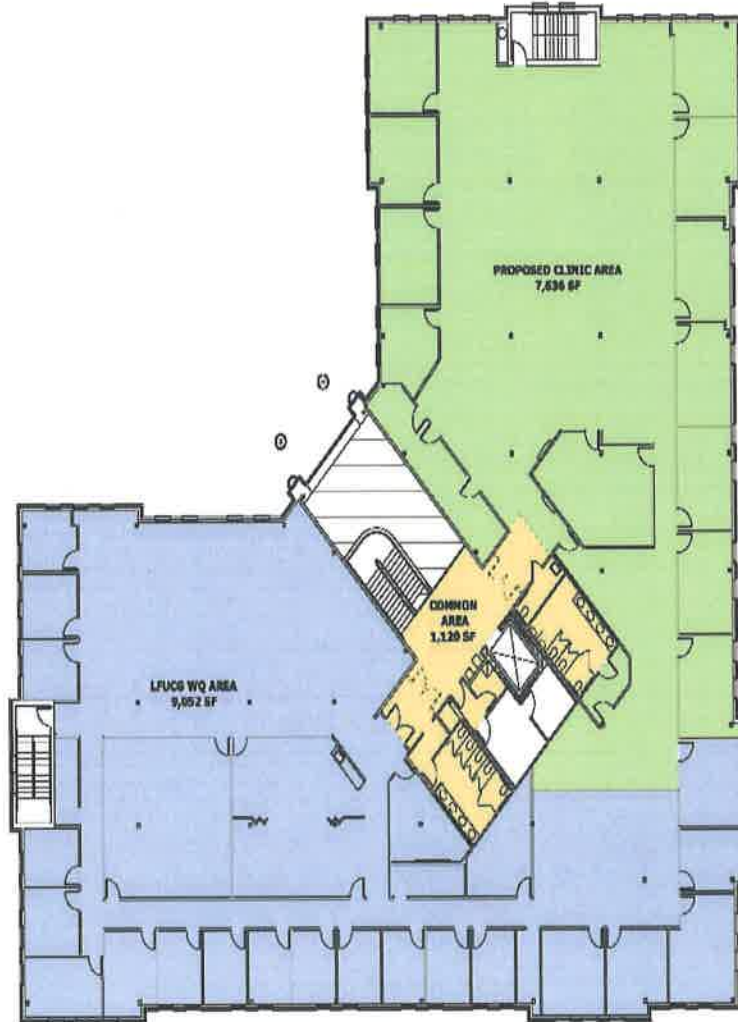
EXHIBIT A



A.1	Revisions To:	LEXINGTON LEASING AND FACILITIES DEPARTMENT 125 LISLE INDUSTRIAL AVE., LEXINGTON, KY 40511 LEASE DOCUMENT
	TATE BUILDING 1ST & 2ND FLOOR RENOVATIONS 125 LISLE INDUSTRIAL AVE. - LEXINGTON, KY 40511 FIRST FLOOR PLAN - LAYOUT	

**Tate Building – First Floor
125 Lisle Industrial Ave.
Lexington, KY 40511**

EXHIBIT A



TATE BUILDING - SECOND FLOOR LAYOUT

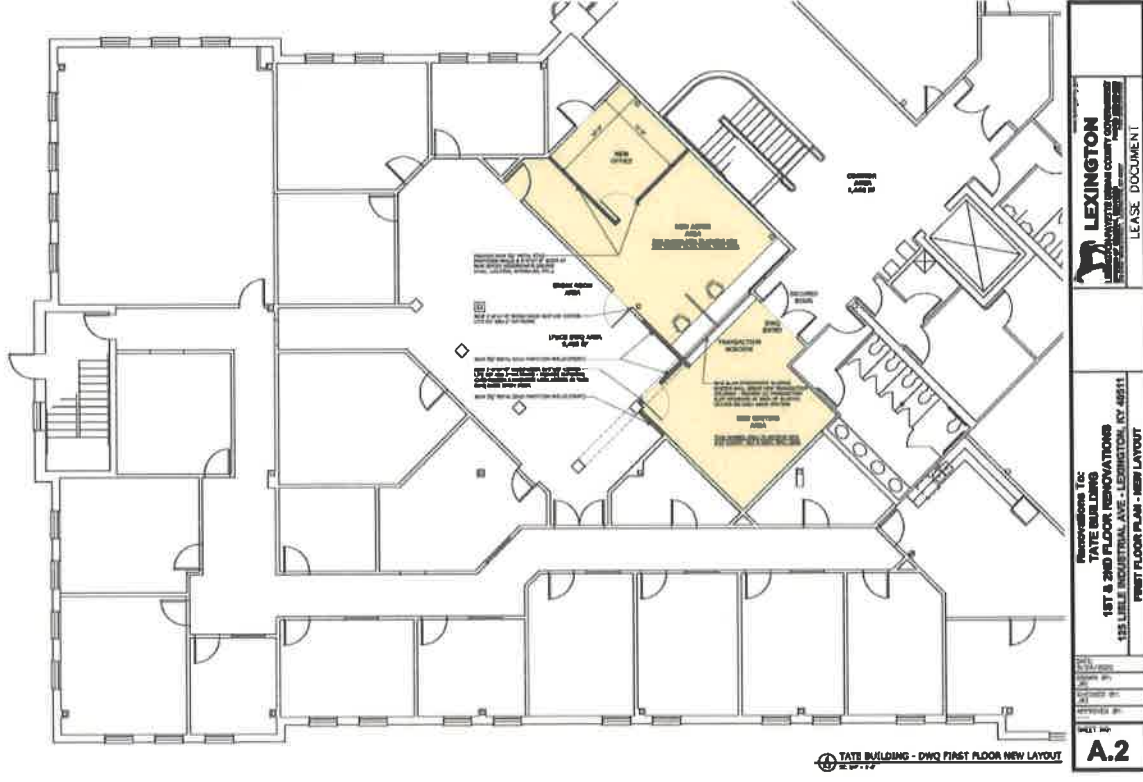
Tate Building – 2nd Floor
125 Lisle Industrial Ave.,
Lexington, KY 40511

 LEXINGTON <small>ARCHITECTS & ENGINEERS</small> <small>100 EAST MAIN STREET, SUITE 200</small> <small>LEXINGTON, KY 40501</small>	<small>DATE: 10/15/11</small> <small>BY: JLD</small> <small>SCALE: AS SHOWN</small> <small>PROJECT: TATE BUILDING RENOVATIONS</small> <small>125 LISLE INDUSTRIAL AVE - LEXINGTON, KY 40511</small> <small>SECOND FLOOR PLAN - LAYOUT</small>
<small>PLEASE DO NOT SCALE</small>	
A.2	

EXHIBIT B
MONTHLY / ANNUAL LEASE PAYMENT SCHEDULE

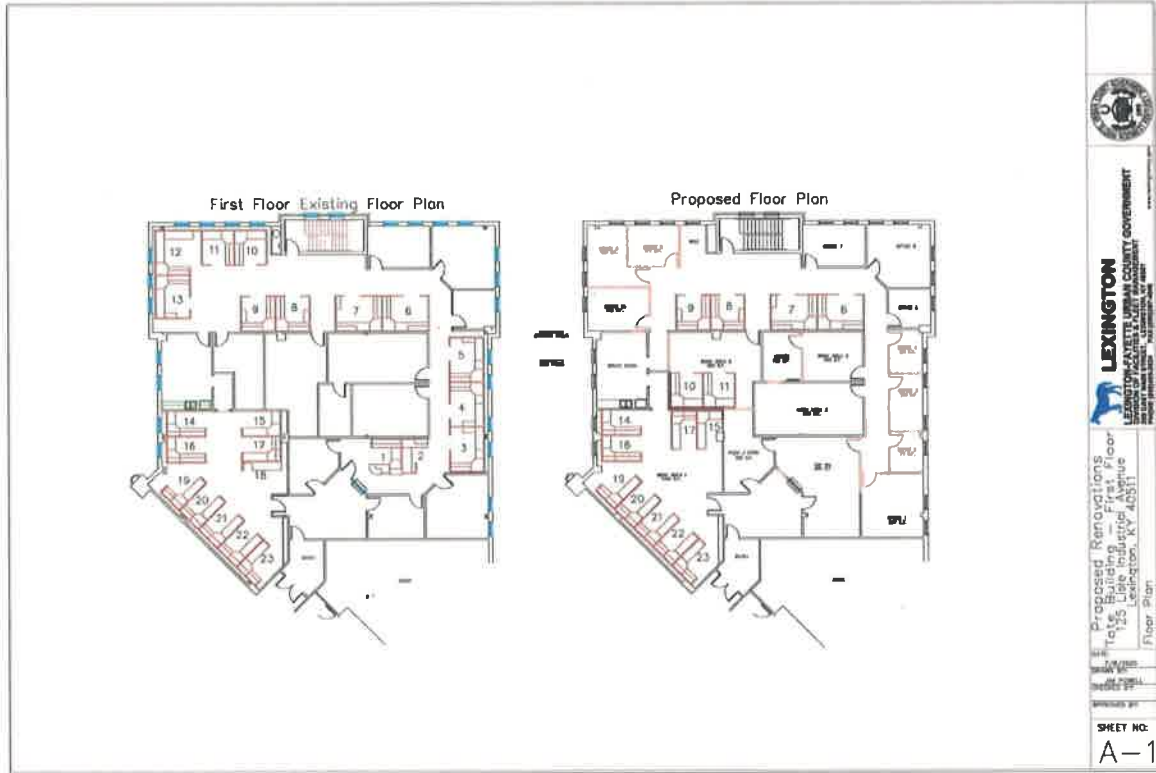
YEAR	DATE	RATE (\$/Yr./SF)	MONTHLY COST	ANNUAL COST
1	2/1/2021	\$15.95	^	^
2	2/1/2022	\$15.95	\$32,123.30	\$385,479.60
3	2/1/2023	\$15.95	\$32,123.30	\$385,479.60
4	2/1/2024	\$16.27	\$32,767.78	\$393,213.36
5	2/1/2025	\$16.59	\$33,412.26	\$400,947.12
6	2/1/2026	\$16.93	\$34,097.02	\$409,164.24
7	2/1/2027	\$17.26	\$34,761.64	\$417,139.68
8	2/1/2028	\$17.61	\$35,466.54	\$425,598.48
9	2/1/2029	\$17.96	\$36,171.44	\$434,057.28
10	2/1/1930	\$18.32	\$36,896.48	\$442,757.76

**EXHIBIT C
FIRST FLOOR - NORTH WING**



EXISTING DWQ RECEPTION AREA RENOVATIONS

EXHIBIT C
FIRST FLOOR – SOUTH WING



NEW DWQ OFFICE AREA

EXHIBIT D
TENANT PARKING



EXHIBIT E

CURRENT LANDLORD INSURANCE POLICY