

ADDENDUM No. 4

**GRANT AGREEMENT UNDER THE
CONSOLIDATED APPROPRIATIONS ACT, 2016
(PUB. L. 114-113, DECEMBER 18, 2015)
FOR THE NATIONAL INFRASTRUCTURE INVESTMENTS
DISCRETIONARY GRANT PROGRAM
(FY 2016 TIGER DISCRETIONARY GRANTS)**

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

TOWN BRANCH COMMONS CORRIDOR

FHWA FY 2016 TIGER Grant No. 7

SECTION 1. PURPOSE OF ADDENDUM

- a) The purpose of this addendum, Addendum No. 4 (the “Addendum”) to FHWA FY 2016 TIGER Grant No. 7 (“Grant Agreement”), is to recognize and accept modifications to the schedule and budget for the “Town Branch Commons Corridor Project” (“Project”).
- b) This Addendum will constitute a formal amendment to the Grant Agreement which was executed by the U.S. Department of Transportation, the Federal Highway Administration (the “Government” or “FHWA”) and the Lexington-Fayette Urban County Government (the “Recipient”) (collectively the “Parties”). Except as modified, changed and supplemented by this Addendum, all terms and conditions of the original Grant Agreement shall continue in full force and effect.
- c) The following sets out the amendments to the referenced sections of the Grant Agreement:

SECTION 2. AMENDED ARTICLE 1 OF THE GRANT AGREEMENT

a) Section 1.7 of the Grant Agreement is amended and restated in its entirety and will read as follows:

1.7 Fund Obligation.

- (a) As described in Attachment A, this project consists of a Base Phase for Right of Way Acquisition and Utility Relocation in all Zones, and an Option Phase 1 for all Zones 3, 4, 6, and 7) for eligible construction costs.
- (b) This agreement obligates the Base Phase amount of **Two Million Five Hundred Ninety-Four Thousand Three Hundred Thirty-Eight Dollars and Fifty-Eight Cents (\$2,594,338.58)** for eligible costs in the Base Phase.
- (c) This agreement does not obligate funds for Option Phase 1. The parties may, by amendment under article 6, obligate the Option Phase 1 amount of **Eleven Million**

Five Hundred One Thousand Five Hundred Forty-Eight Dollars and Forty-Two Cents (\$11,501,548.42) for eligible costs in Option Phase 1 if the FHWA Kentucky Division Office approves the PS&E for Zones 3, 4, 6, and 7 and the Recipient has met all applicable Federal, State, and local requirements. Further, the approval for the Option Phase 1 is subject to availability of funds.

SECTION 3. AMENDMENT ARTICLE 2 OF THE GRANT AGREEMENT

a) Section 2.2 of the Grant Agreement is amended and restated in its entirety and will read as follows:

2.2 Summary of Project’s Estimated Schedule. (See Attachment B for additional details).

| | |
|---|--------------------|
| Actual Completion of NEPA (Zone 6): | September 15, 2017 |
| Actual Completion of NEPA (Zones 3, 4, and 7): | November 1, 2017 |
| Actual Start ROW Acquisition (All Zones): | February 15, 2018 |
| Actual End ROW Acquisition (All Zones): | July 31, 2019 |
| Actual Start Utility Relocation (All Zones): | April 15, 2018 |
| Actual End Utility Relocation (All Zones): | July 31, 2019 |
| Actual Completion of Final Design (All Zones): | August 15, 2019 |
| Actual PS&E Approval (All Zones) | September 18, 2019 |
| Actual Construction Start Date (All Zones): | February 20, 2020 |
| Planned Construction Substantial Completion and Open to Traffic Date | January 1, 2024 |
| Budget Period End Date: | April 1, 2024 |

b) Section 2.8 of the Grant Agreement is amended and restated in its entirety and will read as follows:

2.8 Recipient Contacts.

Doug Burton, PE
Director of Engineering
101 E. Vine Street, 4th Floor
Lexington, Kentucky 40507
(859) 258-3410
wdburton@lexingtonky.gov

and

Brandi Peacher
Director of Project Management
200 East Main Street
Lexington, Kentucky 40507
(859) 258-3150
bpeacher@lexingtonky.gov

and

Theresa Reynolds
Director of Grants and Special Programs
200 E. Main Street
Lexington, KY 40507
(859) 258-3079
teresar2@lexingtonky.gov

SECTION 4. AMENDMENT ARTICLE 8 OF THE GRANT AGREEMENT

a) Section 8.1 of the Grant Agreement is amended and restated in its entirety and will read as follows:

- 8.1 **USDOT Termination.** The USDOT may, in its sole discretion, terminate this agreement and all of its obligations under this agreement if any of the following occurs:
- (a) The Recipient fails to obtain or provide any non-TIGER Discretionary Grant contribution or alternatives approved by the USDOT as provided in this agreement and consistent with sections 2.2 and 2.3;
 - (b) The Recipient fails to begin right of way acquisition and utility relocation activities in all zones before **June 15, 2018**;
 - (c) The Recipient fails to begin expenditure of award funds by **May 30, 2018**;
 - (d) The Recipient fails to finish construction (substantial completion) by **April 1, 2024**;
 - (e) The Recipient fails to meet the conditions and obligations specified under this agreement, including a material failure to comply with the schedule in section 2.2 even if it is beyond the reasonable control of the Recipient; or,
 - (f) The USDOT, in its sole discretion, determines that termination of this agreement is in the public interest.

SECTION 5. AMENDED ATTACHMENT A OF THE GRANT AGREEMENT

Attachment A of the Grant Agreement is amended and restated in its entirety and will read as follows:

The project will construct a multimodal greenway through downtown Lexington, including a mixed-use trail, enhanced streetscaping, ADA enhancements to sidewalks and intersections, and safety enhancements, such as upgraded pedestrian signals, access control and mid-block crossing improvements.

The Project will consist of:

- i. a **Base Phase** for right-of-way (ROW) acquisition and utility relocation for all Zones for eligible costs reimbursable under Title 23 of the United States Code, and
- ii. an **Option Phase 1** for all Zones (3, 4, 6, 7) for eligible construction costs reimbursable under Title 23 of the United States Code.

The following activities will be completed as part of this project:

Zone 6 activities:

Zone 6 includes right-of-way acquisition, utility relocation, and the construction of a multi-use asphalt trail, and on-street bike and pedestrian facilities. Other project elements include improved bike and pedestrian crossings, a bridge over Town Branch Creek, and reconstruction of a Town Branch Creek structure.

Design – Professional services for design and engineering of improvements.

Right-of-way Acquisition – Includes total take acquisition of ten parcels and minor easement acquisition for trail.

Utility – Includes the relocation of overhead utilities, including electric distribution and telecommunication facilities along KY 1681 to proposed right-of-way. It also includes the relocation of underground utilities for Town Branch Creek Structure Replacement, including sanitary sewer, gas distribution, water main, and telecommunications duct bank.

Paving – This encompasses all the work associated with the construction of the pavement including asphalt surface, asphalt base, leveling and wedging, milling and texturing, dense graded aggregate (DGA) and crushed stone base (CSB).

Roadway - This encompasses all the work associated with the construction of the roadway components including curb and gutter, pavement/sidewalk removal, earthwork, new sidewalks, bike paths, Maintenance of Traffic (MOT), erosion control, staking and pavers.

Drainage - This encompasses all the work associated with the construction of the pavement including asphalt surface, asphalt base, leveling and wedging, milling and texturing, DGA and CSB.

Bridge - This encompasses all the work associated with the construction of new structures including bridges and retaining walls.

Sewer - This encompasses all the work associated with the construction of the bio swales, rain gardens and sanitary sewer.

Signage - This encompasses all the work associated with the construction of the project roadway and wayfinding signage.

Signalization - This encompasses all the work associated with the construction of the new traffic and pedestrian signals on the project.

Lighting - This encompasses all the work associated with the construction of the roadway lighting items.

Landscaping - This encompasses all the work associated with the construction of the landscaping plans such as trees, plantings, planters, etc.

Miscellaneous - This encompasses all the work associated with miscellaneous items such as streetscape furniture, trash receptacles, benches, building removal, etc.

Mobilization/Demobilization - This encompasses all the work associated with the mobilization (activation of contractor's resources to the project site) and demobilization (removal of equipment and deactivation of resources) of the contractor on the project site.

Construction Management and Inspection – This encompasses all services required to provide construction oversight, inspection, monitoring and testing.

Contingency - This encompasses all the work associated with contingency items which will cover bid units not currently known. The funds will be used for safety alterations that are necessary following as-built assessment, wayfinding signage, amenities and landscaping improvements.

Zones 3, 4, and 7 activities:

Zones 3 and 4 include construction of an urban streetscape providing separated and protected bike and pedestrian facilities. Project elements include improved bike and pedestrian crossings, new traffic signal locations, pedestrian activated traffic signals, green stormwater infrastructure, lighting, and landscaping.

Zone 7 includes the construction of a multi-use asphalt trail. Project elements include improved bike and pedestrian crossings, and improved rail signals.

Design – Professional services for design and engineering of improvements.

Right-of-way Acquisition – Includes minor easement, scope of acquisition dependent on alternative analysis in design phase.

Utility – Will involve valve adjustments and/or minor relocations to the following:

Zone 3 and 4:

- 16” Water line (Kentucky American Water)
- 24” Sanitary Sewer (LFUCG)
- Gas distribution line (Columbia Gas)
- Buried Electric Distribution (Kentucky Utilities)
- Buried Telephone (Windstream)
- Overhead Telephone (AT&T)
- Overhead Electric Distribution (Kentucky Utilities)
- Overhead Telecommunications (KDL)
- Overhead Electric Transmission (Kentucky Utilities)

Zone 7: Will involve valve adjustments and/or minor relocations to the following:

- 12” Water line (Kentucky American Water)
- Sanitary Sewer (LFUCG)
- Gas distribution line (Columbia Gas)
- Overhead Electric Distribution (Kentucky Utilities)
- Buried Telephone (Windstream)

Paving – This encompasses all the work associated with the construction of the pavement including asphalt surface, asphalt base, leveling and wedging, milling and texturing, DGA and CSB

Roadway - This encompasses all the work associated with the construction of the roadway components including curb and gutter, pavement/sidewalk removal, earthwork, new sidewalks, bike paths, MOT, erosion control, staking and pavers.

Drainage - This encompasses all the work associated with the construction of the pavement including asphalt surface, asphalt base, leveling and wedging, milling and texturing, DGA and CSB.

Sewer - This encompasses all the work associated with the construction of the bio swales, rain gardens and sanitary sewer.

Signage - This encompasses all the work associated with the construction of the project roadway and wayfinding signage.

Signalization - This encompasses all the work associated with the construction of the new traffic and pedestrian signals on the project.

Lighting - This encompasses all the work associated with the construction of the roadway lighting items.

Landscaping - This encompasses all the work associated with the construction of the landscaping plans such as trees, plantings, planters, etc.

Miscellaneous - This encompasses all the work associated with miscellaneous items such as streetscape furniture, trash receptacles, benches, building removal, etc.

Mobilization/Demobilization - This encompasses all the work associated with the mobilization (activation of contractor’s resources to the project site) and demobilization (removal of equipment and deactivation of resources) of the contractor on the project site.

Construction Management and Inspection – This encompasses all services required to provide construction oversight, inspection, monitoring and testing.

Contingency - This encompasses all the work associated with contingency items which will cover bid units not currently known. It will be modified as the plans become more detailed. The funds will be used for safety alterations that are necessary following as-built assessment, wayfinding signage, amenities and landscaping improvements.

SECTION 6. AMENDED ATTACHMENT B OF THE GRANT AGREEMENT

Attachment B of the Grant Agreement is amended and restated in its entirety and will read as follows:

All Zones (3, 4, 6, 7)

| Major Project Activity | Planned/Actual Start Date | Planned/Actual Completion Date |
|--|----------------------------------|---------------------------------------|
| Preliminary Engineering | N/A | N/A |
| NEPA | | |
| Zone 6 | N/A | September 15, 2017 |
| Zones 3, 4, 7 | N/A | November 1, 2017 |
| Final Design (Phase I) | | |
| Zone 6 | N/A | N/A |
| Zones 3, 4, 7 | December 9, 2016 | August 16, 2017 |
| Final Design (Phase 2): | | |
| Zone 6 | September 15, 2017 | August 15, 2019 |
| Zones 3, 4, 7 | November 6, 2017 | July 31, 2019 |
| Base Phase: Right-of-Way (ROW) Acquisition & Utility Relocation | | |
| ROW Acquisition | February 15, 2018 | July 31, 2019 |
| Utility Relocation | April 15, 2018 | July 31, 2019 |
| Option Phase 1: Construction | | |

| | | |
|---|-------------------|--------------------|
| Actual PS&E Approval | | |
| Zone 6 | N/A | September 18, 2019 |
| Zones 3, 4, 7 | N/A | September 18, 2019 |
| Actual Construction Contract Letting Date | | |
| Zone 6 | N/A | November 20 , 2019 |
| Zones 3, 4, 7 | N/A | November 21 , 2019 |
| Construction Start Date: All Zones | | February 20, 2020 |
| Paving | August 1, 2020 | January 1, 2024 |
| Roadway | February 20, 2020 | January 1, 2024 |
| Drainage | February 20, 2020 | January 1, 2024 |
| Bridge | July 15, 2020 | March 1, 2022 |
| Sewer | February 20, 2020 | March 1, 2022 |
| Signage | February 20, 2020 | January 1, 2024 |
| Signalization | December 15, 2021 | January 1, 2024 |
| Lighting | December 15, 2021 | January 1, 2024 |
| Landscaping | January 1, 2022 | January 1, 2024 |
| Miscellaneous | July 15, 2020 | January 1, 2024 |
| Mobilization/Demobilization | February 20, 2020 | January 1, 2024 |
| Contingency | October 1, 2021 | January 1, 2024 |

Planned Construction Substantial Completion
and Open to Traffic Date

January 1, 2024

Budget Period End Date:

April 1, 2024

SECTION 7. AMENDED ATTACHMENT C OF THE GRANT AGREEMENT

Attachment C of the Grant Agreement is amended and restated in its entirety and will read as follows:

ALL ZONES (3, 4, 6, 7)

| ESTIMATED Project Budget: ALL ZONES Activity | FY16 TIGER Funds | Match to TIGER Funds¹ | Other Federal Funds² | Match to Other Federal Funds | Other Local Funds | Total Project Cost |
|---|-------------------------|---|--|-------------------------------------|--------------------------|---------------------------|
| Design | \$0 | \$0 | \$1,060,000 | \$154,000 | \$900,000 | \$2,114,000 |
| ROW | | | | | | |
| Zone 6 | \$2,516,870.90 | \$629,217.73 | \$0 | \$0 | \$0 | \$3,146,088.63 |
| Zones 3,4,7 | \$77,467.68 | \$19,366.92 | \$0 | \$0 | \$0 | \$96,834.60 |
| Utility | \$350,553.80 | \$87,638.45 | \$0 | \$0 | \$0 | \$438,192.25 |
| Paving | \$1,446,843.53 | \$361,710.88 | \$0 | \$0 | \$0 | \$1,808,554.41 |
| Roadway | \$3,497,407.21 | \$874,351.80 | \$0 | \$0 | \$0 | \$4,371,759.01 |
| Drainage | \$799,887.09 | \$199,971.77 | \$0 | \$0 | \$0 | \$999,858.86 |
| Bridge | \$161,700.00 | \$40,425.00 | \$0 | \$0 | \$0 | \$202,125 |
| Sewer | \$26,648.00 | \$6,662.00 | \$0 | \$0 | \$0 | \$33,310 |
| Signage | \$259,198.66 | \$64,799.66 | \$0 | \$0 | \$0 | \$323,998.32 |
| Signalization | \$214,841.69 | \$53,710.42 | \$0 | \$0 | \$640,000 | \$908,552.11 |
| Lighting | \$664,025.48 | \$166,006.37 | \$0 | \$0 | \$0 | \$830,031.85 |
| Landscaping | \$501,028.40 | \$125,257.10 | \$0 | \$0 | \$0 | \$626,285.50 |
| Miscellaneous | \$501,010.20 | \$125,252.80 | \$0 | \$0 | \$0 | \$626,263 |
| Mobilization and Demobilization. | \$525,778.40 | \$131,444.60 | \$0 | \$0 | \$0 | \$657,223 |
| Construction Management & Inspection Services | \$631,933.76 | \$157,983.44 | \$0 | \$0 | \$0 | \$789,917.20 |
| <i>Previously Incurred Cost for Construction Management &</i> | <i>\$56,446.24</i> | <i>\$14,111.56</i> | <i>\$0</i> | <i>\$0</i> | <i>\$0</i> | <i>\$70,557.80</i> |

¹ Lexington Fayette Urban County Government (LFUCG)

² Congestion Mitigation Air Quality Program (CMAQ) funding and Transportation Alternatives Program (TAP) funding

| ESTIMATED Project Budget: ALL ZONES Activity | FY16 TIGER Funds | Match to TIGER Funds¹ | Other Federal Funds² | Match to Other Federal Funds | Other Local Funds | Total Project Cost |
|---|-----------------------------|---|--|---|----------------------------------|-------------------------------|
| <i>Inspection Services</i> | | | | | | |
| Contingency | \$1,864,245.96 | \$466,061.50 | \$0 | \$0 | \$1,777,434 | \$4,107,741.46 |
| Total: | \$14,095,887 | \$3,523,972 | \$1,060,000 | \$154,000 | \$3,317,434 | \$22,151,293 |

SECTION 8. AMENDED ATTACHMENT D OF THE GRANT AGREEMENT

Attachment D of the Grant Agreement is amended and restated in its entirety and will read as follows:

**ATTACHMENT D
PERFORMANCE MEASUREMENT TABLE**

Study Area: Study area includes roadway and directly adjacent parcels of land on Midland Avenue from its intersection with East Third Street to East Main St, on East and West Vine St from its intersection with East Main Street to its intersection with West Main Street, on West Main Street from its intersection with West Vine Street to its intersection with Tucker Street, and Manchester Street from its intersection with Oliver Lewis Way to its intersection with South Forbes Rd.

Pre-project Measurement Date: October 1, 2018.

Pre-project Report Date: March 15, 2020.

Project Outcomes Report Date: January 1, 2028.

Table 1: Performance Measurement Table

| Measure | Description and Category of Measure | Measurement Period | Reporting Period |
|-------------------------|---|--|---|
| Crash Rates by Severity | Safety Crash rates will be measured and reported as crashes per 100 million Vehicle Miles Traveled (VMT) and identified by the following severity categories: fatal, injury, and property-damage-only (PDO) crashes. | Baseline Measurement: Annual average, accurate as of the Pre-project Measurement Date Interim Performance Measures: Accurate as of January 1, 2025 | Baseline Measurement: Pre-project Report Date Interim Performance Measures: For a period of 3 years, beginning March 1, 2025 , annually |
| Property Value Increase | Economic Competitiveness | Baseline Measurement: Annual average, accurate as of the Pre- | Baseline Measurement: Pre-project Report Date |

| Measure | Description and Category of Measure | Measurement Period | Reporting Period |
|----------------------------------|--|--|---|
| of Private Property | Increase in dollars of assessed fair cash value of privately-owned parcels of land within the project area. | project Measurement Date Interim Performance Measures: Accurate as of January 1, 2025 | Interim Performance Measures: For a period of 3 years, beginning March 1, 2025 , annually |
| Bike and Pedestrian Counts/Trips | Economic Competitiveness Average daily bicycle and pedestrian counts using National Bicycle & Pedestrian Documentation Project methodology by conducting hourly counts at key locations in the study area. Counts will be collected on a typical weekday, Saturday and Sunday and should be conducted monthly to produce a quarterly average. | Baseline Measurement: Annual average, accurate as of the Pre-project Measurement Date Interim Performance Measures: Accurate as of January 1, 2025 | Baseline Measurement: Pre-project Report Date Interim Performance Measures: For a period of 3 years, beginning March 1, 2025 , annually |

SECTION 9. EXECUTION OF ADDENDUM

This Addendum may be executed in counterparts, which constitute one document. The parties shall execute this Addendum in triplicate and intend each countersigned original to have identical legal effect. When signed and dated by the authorized official of the Government, this instrument will constitute a formal amendment to the Grant Agreement. Except as modified, changed, and supplemented by this Addendum, all terms of the original Grant Agreement shall continue in full force and effect. Upon full execution of this Addendum by the Parties, the effective date will be the date the Government executes this Addendum as set forth below.

EXECUTION BY THE USDOT

Executed this _____ day of _____, 2023.

Todd Jeter
FHWA Kentucky Division Administrator

EXECUTION BY LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By signature below, the Recipient acknowledges that it accepts and agrees to be bound by this agreement.

Executed this 6th day of March, 2023.

Linda Gorton

Linda Gorton
Mayor, City of Lexington

EXECUTION BY KENTUCKY TRANSPORTATION CABINET

By signature below, the Kentucky Transportation Cabinet (KYTC) acknowledges that it agrees to act as a limited agent for the Recipient to assist in the receipt and disbursement of the FY 2016 TIGER Discretionary Grant obligated by this agreement and to perform such other administrative and oversight duties with respect to the award and the project as the Recipient and the KYTC shall agree upon between themselves. The KYTC acknowledges the fiduciary duty owed to the parties to this agreement and will promptly disburse the award to the Recipient at Recipient's direction and instructions. Further, the KYTC will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the duties it assumes under this agreement in compliance with the agreement's terms and conditions.

Executed this _____ day of _____, 2023.

Jim Gray
Secretary, Kentucky Transportation Cabinet

COMMUNITY PROJECT AGREEMENT

THIS COMMUNITY PROJECT AGREEMENT (“Agreement”), is made and entered into on the 7th day of March 2023, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A (“LFUCG”), 200 East Main Street, Lexington, Kentucky 40507, and **HOPE CENTER, INC.**, a Kentucky nonprofit corporation, (“Organization”) with offices located at 298 West Loudon Avenue, Lexington, Kentucky 40508.

WITNESSETH

WHEREAS, the Organization is a 501(c)(3) nonprofit organization, as defined by the Internal Revenue Code, that has a long-term lease on the property located at 360 West Loudon Avenue, Lexington, Kentucky (“Property” or “Properties);

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

WHEREAS, LFUCG issued Request for Proposal (RFP) No. 24-2022 for its “Nonprofit Capital Grants Program,” which offers grant awards to Fayette County 501(c)(3) nonprofit organizations in recognition of the negative economic impacts of COVID-19 upon the local network of community agency partners;

WHEREAS, the Organization submitted a response to RFP No. 24-2022 seeking funding from LFUCG for operational investment projects and/or capital improvement projects so that it can budget appropriate funds to continue providing needed services to Fayette County residents;

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

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

1. **EFFECTIVE DATE; TERM.** This Agreement shall commence on March 1, 2023 and shall last until September 30, 2024, unless terminated by LFUCG at an earlier time.
2. **RELATED DOCUMENTS.** This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as **exhibits** and incorporated herein by reference as if fully stated:
 - A. **Exhibit A** – Request for Proposal, Risk Management Provisions, and Scope of Project
 - B. **Exhibit B** – Response to Request for Proposal

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

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

4. **PAYMENT.** LFUCG shall pay Organization a total amount not to exceed **ONE HUNDRED SIXTY-TWO THOUSAND, THREE HUNDRED EIGHTEEN DOLLARS (\$162,318)** (“Funds”) for the completion of all of the Project(s):

| PROJECT | SUM | OPERATIONAL/CAPITAL |
|--|---------------------|-----------------------|
| <p>1) Operational Investment Project for the Hope Center Emergency Shelter for Men and Transitional Housing Addition</p> <ul style="list-style-type: none"> • Security cameras <ul style="list-style-type: none"> ○ NVR (network video recorder) ○ Operator stations ○ Installation equipment ○ Installation and testing • Entry access control <ul style="list-style-type: none"> ○ Door controller and software ○ Installation equipment ○ Installation and testing | <p>1) \$162,318</p> | <p>1) Operational</p> |

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

a. LFUCG shall make payment under this Agreement upon timely submission of an invoice(s) from Organization specifying that nature of work performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for work completed to date. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the

invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that any of the work performed on the Projects is inadequate or defective.

b. LFUCG also reserves the right to reject any invoice submitted for services more than sixty (60) days after the services were rendered.

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

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

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

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

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

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

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

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

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

8. **REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN.** Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

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

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

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

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

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

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

13. **EQUAL OPPORTUNITY; FAIRNESS ORDINANCE.** Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender

identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any **Exhibit** attached to this Agreement and incorporated herein by reference.

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

15. **DISPOSITION OF PROPERTY.** Organization agrees that it shall not sell or otherwise dispose of any goods, property, or equipment acquired and/or improved with any portion of the Funds without first obtaining the consent of LFUCG. Organization agrees that this provision shall survive termination of the Agreement, if this Agreement terminates prior to December 31, 2026. If Organization breaches this provision, Organization may be liable to LFUCG for that breach in an amount that shall not exceed the fair market value of the goods, property and/or equipment that it sold or otherwise transferred. LFUCG further reserves the right to enforce this provision through any remedy available at law, equity, or in bankruptcy.

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

17. **KYHMIS.** Organization agrees that it shall ensure that data on all persons served and/or all activities assisted with using any amount of Funds provided under this Agreement shall be entered into the applicable Kentucky Homeless Management Information System (KYHMIS) in accordance with standards of the U.S. Department of Housing and Urban Development and the Continuum of Care. The Organization further agrees that this provision shall survive termination of this Agreement.

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

19. **NO THIRD PARTY RIGHTS.** This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

20. **KENTUCKY LAW AND VENUE.** This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

21. **AMENDMENTS.** By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

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

For Organization:

Rufus Friday, Executive Director
Hope Center, Inc.
298 West Loudon Avenue
Lexington, Kentucky 40508

For Government:

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

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

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

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

SIGNATURE PAGE TO FOLLOW

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: Linda Gorton
Linda Gorton, Mayor

ATTEST:

[Signature]
Clerk of the Urban County Council

HOPE CENTER, INC.
BY: Rufus Friday
Rufus Friday, Executive Director

COMMONWEALTH OF KENTUCKY)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this the 27 day of February, 2023, by Rufus Friday, Executive Director of Hope Center, Inc., a Kentucky nonprofit organization.



Jennifer Hartweck
Notary Public, State At Large, Kentucky
My Commission Expires: January 14, 2026
Commission Number: KYNP43128

EXHIBIT "A"

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LEXINGTON

Lexington-Fayette Urban County Government

Request for Proposal

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

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

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

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

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

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

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

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

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

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

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

Laws and Regulations

All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

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

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

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

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

SELECTION CRITERIA:

See Scope of Work for scoring criteria.

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

Questions shall be addressed to:

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

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

AFFIDAVIT

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

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

Continued on next page

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

Further, Affiant sayeth naught.

[Signature]
STATE OF Kentucky
COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Jeff Crook on this the 9th day of June, 2022

My Commission expires: January 14, 2026

Jennifer Hertweck
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:

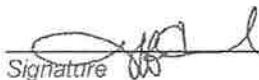
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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: Hope Center, Inc.

| Categories | Total | White (Not Hispanic or Latino) | | Hispanic or Latino | | Black or African-American (Not Hispanic or Latino) | | Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino) | | Asian (Not Hispanic or Latino) | | American Indian or Alaskan Native (not Hispanic or Latino) | | Two or more races (Not Hispanic or Latino) | | Total | |
|---------------------|-----------|--------------------------------|-----------|--------------------|---|--|----------|---|---|--------------------------------|---|--|---|--|---|-------|---|
| | | M | F | M | F | M | F | M | F | M | F | M | F | M | F | M | F |
| Administrators | 8 | 1 | 6 | | | | 1 | | | | | | | | | | |
| Professionals | 6 | | 5 | | | 1 | | | | | | | | | | | |
| Superintendents | | | | | | | | | | | | | | | | | |
| Supervisors | 12 | 4 | 4 | | | 2 | 2 | | | | | | | | | | |
| Foremen | | | | | | | | | | | | | | | | | |
| Technicians | | | | | | | | | | | | | | | | | |
| Protective Service | | | | | | | | | | | | | | | | | |
| Para-Professionals | 49 | 22 | 13 | | | 9 | 5 | | | | | | | | | | |
| Office/Clerical | | | | | | | | | | | | | | | | | |
| Skilled Craft | 11 | 5 | 1 | | | 3 | 1 | | | 1 | | | | | | | |
| Service/Maintenance | 5 | 5 | | | | | | | | | | | | | | | |
| Total: | 91 | 37 | 29 | | | 15 | 9 | | | 1 | | | | | | | |

Prepared by: Allie Mills / HR & Accounting Assistant Date: 06, 13, 22
(Name and Title) Revised 2015-Dec-15

GENERAL PROVISIONS

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

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.
2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted

to bribe an officer or employee of the LFUCG.

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

A. Termination for Cause

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

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

B. At Will Termination


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

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

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

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

20. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Signature  _____

Date 6/15/2022 _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

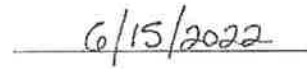
15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies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

disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

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



Signature



Date

Firm Submitting Proposal: Hope Center, Inc.

Complete Address: 360 W. Loudon Ave. Lexington, KY 40508
Street City Zip

Contact Name: Jeff Crook Title: Chief Operating Officer

Telephone Number: (859) 619-4821 Fax Number: (859) 255-0749

Email address: jcrook@hopectr.org

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

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

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

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

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement and a Products Liability endorsement unless they are deemed not to apply by LFUCG.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.
- e. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.
- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-

insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of CONSULTANT's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If CONSULTANT satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONSULTANT agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

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

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

CONSULTANT understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG

may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging CONSULTANT for any such insurance premiums purchased, or suspending or terminating the work.

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LEXINGTON

Lexington-Fayette Urban County Government
Request for Proposals

**Nonprofit Capital Grant Program
Scope of Work**

Description: The Nonprofit Capital Project Grants Program is a new initiative designed to better position local government in recognizing the strains upon infrastructure within our local network of community agency partners which are affecting their service delivery to residents. These grants are funded by federal American Rescue Plan Act (ARPA) dollars and are subject to federal reporting and spending requirements.

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

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

Instructions

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

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

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

For More Information:

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

1.0 GENERAL PROVISIONS

1.1 Funding

The funding is a **ONE TIME** grant. LFUCG will conduct ongoing evaluation of the project to determine effectiveness. Funds must be expended **April 30, 2024**.

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

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

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

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

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

If it becomes apparent to the Subrecipient that it will be unable to complete the Project either in the manner or for the amount described in this Agreement, then the Subrecipient must immediately provide written notice to the LFUCG with a complete and detailed explanation of its inability to comply with the terms of the Agreement, any proposed changes, and the reasons for those changes. If the Subrecipient fails to use any amount of funds provided under the Agreement within the time of performance (by April 30, 2024), Subrecipient forfeits those funds.

1.2 Proposal Submission

In order to be considered, proposals must be received by **June 21, 2022 at 2 PM**. The proposal must contain the required documents and respond to each of the required narrative/application questions to be complete.

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

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

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

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

1.3 Acceptance/Rejection of Applications

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

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

Inquiries/Questions

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

Todd Slatin, Director
Division of Central Purchasing 200 E. Main Street, Lexington, KY 40507
E-mail: tslatin@lexingtonky.gov Phone: (859) 258-3320
Deadline for questions is JUNE 3, 2022 at 2:00 PM EST

1.4 Requests for Clarification

The LFUCG reserves the right to request clarification of information submitted and to request additional information (to clarify the information submitted) of the applicant either orally or in writing. This may include negotiation of funding amounts, outcomes, and other adjustments prior to the execution of a funding award.

1.5 Timeline

This Request for Proposals is being released on Monday, May 16, 2022, and is made available to the public and all potentially eligible applicants. **An informational and question and answer meeting will be held on Zoom on Wednesday, June 1, 2022 at 2 PM EST**

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

Webinar ID: 852 2355 9169

Passcode: 435922

This meeting will be open to the public and any potentially eligible applicants are invited to attend and ask questions or seek clarification regarding the RFP. Attendance is NOT required in order to submit a proposal and will not affect scoring during the evaluation process.

Completed proposals are due no later than 2 p.m. on Tuesday, June 21, 2022. Late or incomplete proposals will not be accepted or evaluated.

The LFUCG intends to conduct proposal evaluation immediately following the proposal due date and intends to make funding announcements no later than August 15, 2022. This timeline is subject to change without notice.

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

1.6 Evaluation

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

Scoring criteria are outlined in Section 4.0 Evaluation.

1.7 Selection

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

1.8 Reporting

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

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

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

2.0 PROPOSAL FORMAT

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

A complete proposal contains each of the following components:

- Fully completed application submittal cover sheet (PDF form attached)
- Attached project(s) and agency budgets
- Copy of lease if requesting Facility Improvements on a leased property, and highlighting the section to allowing the ability for leaseholder improvements.
- Other Attachments

- **Project Narrative for each requested capital project being requested (separate Project Narratives for each request if bundling capital project requests)**, responding to each of the five evaluation criteria described in Section 4.0 and utilizing format described below
 - Double spaced
 - Single sided
 - Arial 12-point font with 1-inch margins
 - Sections clearly marked
 - Page numbers in bottom right corner of complete submission

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

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

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

Section 2: Demonstrated Need

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

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

Section 3: Applicant Capacity for Project and Meeting ARPA Requirements

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

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

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

Section 4: Operational Feasibility

The application must include:

1. Clear and complete plans and timeline for implementing and completing the project
2. An adequate strategy for securing additional support and commitment if needed. If applicable, include letters of commitment for other funding that will be used to implement the project
3. Adequate number of qualified staff to carry out the proposed project
4. Indicators that demonstrate that the project can be completed by April 30, 2024

Section 5: Cost Analysis – and attachments

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

3.0 SCOPE

Agencies may apply for a grant to assist with a capital project of a **minimum of \$100,000 of Facility Improvements and/or \$50,000 in Operational Investments** (*Agencies may bundle projects to meet the minimums*).

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

Who is Eligible?

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

- Grant funds must be invested in facilities located in and serving residents of Lexington-Fayette County.
- Agencies must be recognized by Internal Revenue Service as a 501(c)(3) nonprofit organization.
- Agencies must either own the facility or have a current long-term lease (*with at least 3 years remaining on the terms of the lease*) with a private landlord for which improvements are being requested.
- **All funds awarded must be spent by grantees before April 30, 2024.**

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

Facility Improvements

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

Operational Investments

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

Grant Award Allocation

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

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

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

4.0 EVALUATION & CRITERIA

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

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

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

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

4.2 Demonstrated Need

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

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

4.3 Applicant Capacity for Project and Meeting ARPA Requirements

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

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

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

4.4 Operational Feasibility

The application must include:

5. Clear and complete plans and timeline for implementing and completing the project
6. An adequate strategy for securing additional support and commitment if needed. If applicable, include letters of commitment for other funding that will be used to implement the project
7. Adequate number of qualified staff to carry out the proposed project
8. Indicators that demonstrate that the project can be completed by April 30, 2024

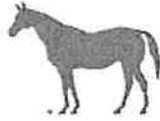
4.5 Cost Analysis – and attachments

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

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

LFUCG reserves the right to adjust funding amounts.

EXHIBIT "B"



LEXINGTON

RFP-24-2022
Hope Center, Inc.
Supplier Response

Event Information

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

Contact Information

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

Hope Center, Inc. Information

Address: PO Box 6
Lexington, KY 40588
Phone: (859) 252-2002 x223
Web Address: www.hopectr.org

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

Jeff Crook

Signature

Submitted at 6/17/2022 2:41:50 PM

jcrook@hopectr.org

Email

Response Attachments

Hope Center Inc. LFUCG ARPA Nonprofit Capital Pool Application Final.pdf

Hope Center, Inc. ARPA funded Nonprofit Capital Grant Program application



PROPOSAL SUBMITTAL COVER SHEET

Agency Information

Agency Name: Hope Center, Inc.

Mailing Address: P.O. Box 6, Lexington, KY 40588

Street Address: 360 W. Loudon Ave., Lexington, KY 40508

Phone: (859) 619 - 4821

Is your Agency registered with the IRS as a 501(c)(3) organization? [X] Yes [] No
Note: Agencies must be registered with the IRS as a 501(c)(3) organization to be eligible for this grant program funding.

Does your agency have a Gold Seal of Transparency or higher profile on GuideStar.org? [X] Yes [] No
Note: Agencies must have a Gold Seal of Transparency or higher profile with GuideStar.org to be eligible for this grant funding.

Agency Representative (typically the Executive Director - Name, Title, Phone, Email):
Rufus Friday, Executive Director, rfriday@hopectr.org

Person Completing Application (Name, Title, Phone, Email):
Jeff Crook, Chief Operating Officer, (859) 619-4821, jcrook@hopectr.org

Project Information

Funding Requested by Project, if bundling multiple Projects:

Table with 3 columns: Project Name, Investment Type (Facility Improvement/Operational Investment), and Request Amount. Includes entries for Hope Center Emergency Shelter for Men Facility Improvement and Operational Investment Project.

Total Funding Amount Requested: \$

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

Project Narrative 2:

Hope Center, Inc. Emergency Shelter for Men

Operational Investment Project

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

Please provide a brief description of your agency's mission and objectives.

Agency Mission and Objectives: The Hope Center's mission is: To care for homeless and at-risk persons by providing life-sustaining and life-rebuilding services that are comprehensive and address underlying causes. Hope Center's objectives are to provide holistic emergency shelter and transitional housing supportive services to homeless adult men in Fayette County, Kentucky.

The Hope Center provides three nutritional meals per day and overnight lodging to homeless adult men in its Emergency Shelter. Clients sleep in bunk beds in dorms and on mattresses on the floor. They are provided with access to shower facilities and laundry facilities and are assessed in our intake office and referred to program(s) designed to address individual needs and assist in regaining independence. We are open 24 hours per day, 365 days per year. We serve approximately 1,600 homeless men each year at our Loudon Avenue facility.

Hope Center has partnerships with many other community resources, such as Canaan House, New Beginnings, Bluegrass.org, Hill Rise, and other housing resources to help shelter guests exit to permanent housing. Case workers are familiar with the

requirements and processes for accessing these and other community permanent housing resources (such as rent and/or utility deposits, etc.). Clients staying at the Emergency Shelter have access to permanent housing and other information and assistance beginning with intake.

During business hours, each arriving participant meets with an intake representative to complete the comprehensive intake/needs assessment. Intake gathers information such as where the participant came from, why they are at the shelter, demographic information, medical history, criminal history, mental health and substance abuse issues, and what they want from the shelter. The intake representative also works with the participant to determine whether a safe, appropriate alternative to shelter exists.

During intake, each client is assigned a case worker. Case workers begin talking with clients about permanent housing during intake and provide information verbally and through written materials. Case workers continue to talk with clients about permanent housing during meetings, and upon client request. Staff work with clients to develop housing plans and service plans while in the shelter that focus on obtaining permanent housing. Services include participation with the coordinated entry process, assistance with filling out applications, identifying available units, and assistance with moving. Case workers help shelter clients access documents needed for housing and other needs, including birth certificates, Social Security cards, etc. by providing them with information, helping them access and transmit data needed to obtain documents, and providing transportation assistance as needed.

Shelter services allow time for trust to develop between homeless men and

shelter staff, often leading to additional Hope Center programs and services which reduce homelessness. These include substance abuse recovery, mental health, employment, housing, and others. The Emergency Shelter improves the quality of life for homeless men who would otherwise be unsheltered by providing the basic human needs of food, lodging, and clothing. The program works with shelter residents to exit the shelter into either a Hope Center program or another community program as appropriate, or into transitional or permanent housing. Needs determined during the intake process assist with this effort.

The Emergency Shelter works to prevent future episodes of homelessness by providing transitional and permanent housing resources to shelter participants. These include referrals to other community resources, such as Canaan House, New Beginnings, Bluegrass.org, Hill Rise, AIDS Volunteers of Lexington, and Volunteers of America (veterans). By providing services that address causes, and through referrals to permanent housing, the Emergency Shelter works to prevent future episodes of homelessness.

Hope Center uses a Continuous Quality Improvement (CQI) management model for its projects. Each project is headed by a Project Management Team that always includes consumers. The Project Management Team attends all scheduled CQI meetings, and thus is integrally involved in implementation and assessment of programs and projects. CQI meetings include evaluative data and reports, and these are used to gauge program effectiveness, leading to ongoing planning and implementation efforts.

Hope Center, Inc. has a **current, long-term lease agreement of 99 years** (attached following page 58 of this submission), beginning on February 20, 1992, with

Lexington Fayette Urban County Government for the shelter at 360 W. Loudon Avenue, Lexington, Kentucky, 40508. This is the location for this proposed project.

Applying agencies must meet the criteria below:

1. Facility Improvement location is located in Fayette County and Operational Investments must be for the purpose of serving Fayette County residents with these grant funds:

The Hope Center Emergency Shelter for Men is located at 360 W. Loudon Avenue in Lexington, KY, in Fayette County. It serves homeless adult men who are Fayette County residents. Hope Center, Inc. has a current, long-term lease agreement of 99 years, beginning on February 20, 1992, with Lexington Fayette Urban County Government for the shelter at 360 W. Loudon Avenue, Lexington, Kentucky, 40508 (attached following page 58 of this submission). This is the location for this project.

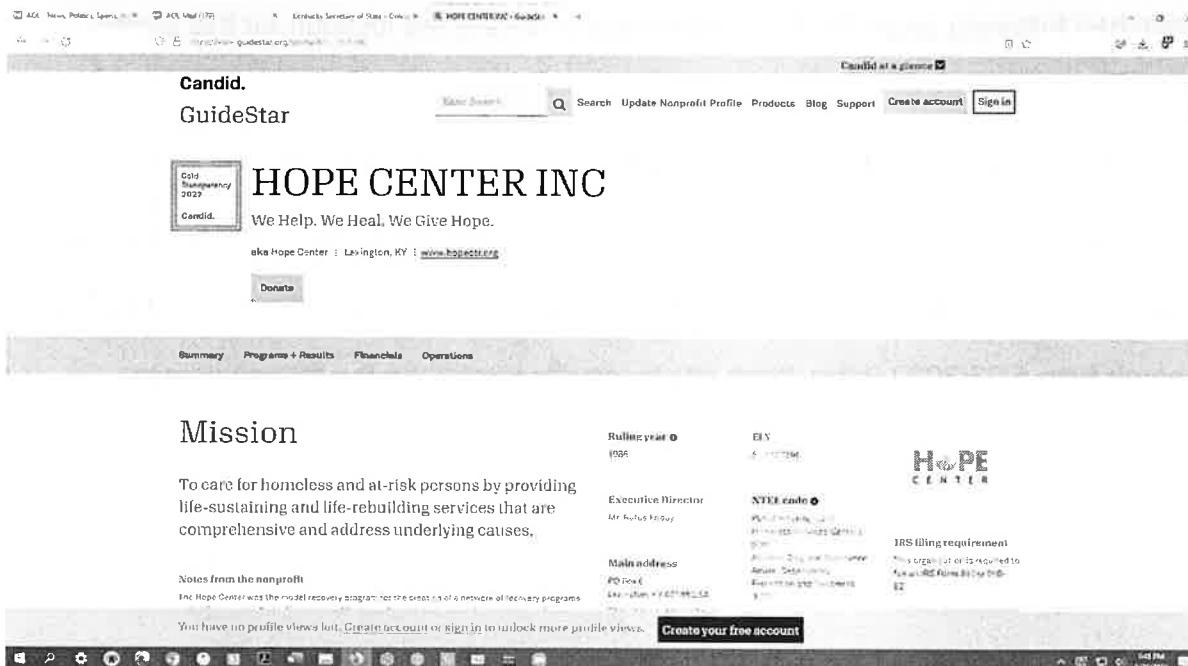
2. Be in good standing with the Kentucky Secretary of State:

Hope Center, Inc. is in good standing with the Kentucky Secretary of State, as shown in a screen print from the Kentucky Secretary of State web page Business Entity Search from 5/23/2022 (<https://web.sos.ky.gov/ftsearch/>), on the following page:



3. Responders shall be registered and have a current, complete Gold Seal of Transparency or higher level agency portrait on GuideStar.org:

As shown on the screen print below, Hope Center, Inc. has a 2022 Gold Seal of Transparency (<https://www.guidestar.org/profile/61-1107296>):



4. Funds for the projects cannot be used to teach, advance, advocate or promote any religion:

Hope Center, Inc. will not use funds for the projects to teach, advance, advocate or promote any religion.

5. Applying organization agrees to comply with all applicable local, state, and federal laws:

Hope Center, Inc. agrees to comply with all applicable local, state, and federal laws.

Section 2: Demonstrated Need

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

Criteria to be considered include:

1. The type and scale of the project proposed clearly enables the capacity of the agency's mission:

The proposed operational investment project will provide a state-of-the-art security system for the Hope Center Emergency Shelter for Men. This project will allow Hope Center to install approximately 51 National Defense Authorization Act (NDAA)-compliant cameras throughout the facility (including the to-be-constructed new second

floor). This Entry Access Control system will allow staff to Identify users by verifying various login credentials, which can include usernames and passwords, PINs, biometric scans, and security tokens; and to control access into certain areas located within the interior of buildings. The purpose of an access control system is to provide quick, convenient access to those persons who are authorized, while at the same time, restricting access to unauthorized people. Face Recognition in coordination with the Entry Access Control System enhances the ability to restrict access. This proposed project clearly enables the capacity of the Hope Center's mission: *to care for homeless and at-risk persons by providing life-sustaining and life-rebuilding services that are comprehensive and address underlying causes* by providing a safe environment for members of society's most vulnerable population (persons experiencing homelessness) and Hope Center staff in this age of increasing violence.

2. Data provided that documents project need:

The proposed project is an operational investment for the Hope Center Emergency Shelter for Men. Documentation of need for the Shelter is as follows: According to the 2020 Annual Homeless Assessment Report (AHAR) to Congress (U.S. Department of Housing and Urban Development) (www.hudexchange.info/homelessness-assistance/ahar/), the 2020 point-in-time count found that 60 percent of all homeless people lived in major cities or other largely urban areas. 2020 was the first time since data collection began that more individuals experiencing homelessness were unsheltered than were sheltered. Increases in the unsheltered population occurred across all geographic categories (major city CoCs, other largely urban CoCs, largely

suburban CoCs, and largely rural CoCs).

Because of the COVID-19 pandemic, the 2021 Annual Homeless Assessment Report focused on people experiencing sheltered homelessness. The 2020 AHAR reported that the number of people staying in sheltered locations decreased by eight percent between 2020 and 2021, attributing this reduction to decreased use of emergency shelter beds in congregate settings. In fact, the share of emergency shelter beds for people experiencing sheltered homelessness located in non-congregate settings increased by *134 percent*, being primarily beds located in hotels, motels or other non-facility-based settings.

Strikingly, the 2021 AHAR reported that the number of sheltered individuals identified as chronically homeless increased by 20 percent between 2020 and 2021. It states, "This trend in the sheltered chronically homeless individual population runs counter to the decrease for all sheltered individuals. While the overall sheltered individual population has declined, the number of chronically homeless individuals staying in shelter programs has increased in recent years and continued to do so between 2020 and 2021 (page iii)." The 2022 AHAR is not yet available on-line.

The 2022 Point-in-Time Count KY-502 Lexington-Fayette County CoC (<http://lexendhomelessness.com/solutions/>) identified a total of 540 homeless adults, with 477 in emergency shelter, 31 in transitional living, and 32 unsheltered. Of 540 homeless adults, 77.5% or 419 were male. Among the 540 homeless adults, the Point in Time Count also identified 142 who were chronically homeless, including 138 in emergency shelter, and 4 unsheltered. The Count found 59 total veterans in households without children, including 28 in emergency shelter, 30 in transitional living,

and 1 unsheltered. Other homeless subpopulations identified included 103 adults with serious mental illness (92 in emergency shelter, 6 in transitional living, and 5 unsheltered), 104 adults with a substance use disorder (85 in emergency shelter, 13 in transitional living, and 6 unsheltered), 3 adults with HIV/AIDS (all in emergency shelter), and 37 adult survivors of domestic violence (all in emergency shelter).

According to the National Coalition for the Homeless, homelessness and criminalization have a direct relationship, and hate crimes or violent acts against homeless people are rising. In recent years, some of the crimes have involved unprovoked mass shootings. The New York Times reported on March 15, 2022, that a gunman in New York City and Washington had been targeting homeless people, and had shot at least 5, with 2 fatalities (www.nytimes.com/2022/03/13/nyregion/homeless-shooting-nyc.html). In another example, in 2016, teens carried out a deadly attack on a homeless camp in Seattle, killing two people and resulting in the hospitalization of three more (<https://www.npr.org/sections/thetwo-way/2016/02/02/465252832/teens-arrested-in-mass-shooting-at-seattle-homeless-camp>). In Lexington – and many other cities - gun violence has been escalating. According to Lexington.gov crime data (www.lexingtonky.gov/shooting-investigations), there were 53 open shooting investigations as of 6/12/2022.

3. If applicable, the facility proposed for use meets local codes, health, or safety standards. Or, the proposed project would remedy any code infractions or notices:

The existing Hope Center Emergency Shelter for Men meets all local codes,

health, and safety standards. The proposed operational investment security project will also meet all local codes, health, or safety standards, as applicable.

Section 3: Applicant Capacity for Project and Meeting ARPA Requirements

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

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

(Management and Compliance with ARPA Requirements follows the section below.)

Hope Center began developing housing in 2001, with seven completed projects. Each project was completed on time and within proposed budgets and has met and

maintained occupancy goals. Hope Center has worked with different funding sources for these construction projects, including local, state and federal funding. Hope Center has worked with a variety of contractors on its construction projects, including Spectrum Contracting Services, located in Nicholasville, Kentucky and working in 13 states; and Integrity/Architecture, an award-winning architectural design firm based in Lexington, Kentucky. Both have experience with residential projects for both for- and non-profit housing and commercial properties. Projects completed include new construction of additional space (Hope Center Recovery Program for Women), new construction of new buildings (for example, Hill Rise, Privet Center, and Don Ball Campus Center), and rehabilitation of existing space (for example, One Parent Scholar House and kitchens in some facilities).

Jeff Crook, Chief Operating Officer, has over 22 years of experience with Hope Center construction projects. He provides oversight, acting as a liaison between all parties. Mr. Crook is adept at working with architects, engineers, builders/contractors, city permitting processes, etc., and anticipates no problem meeting the April 30, 2024, deadline for expenditure of funds, in large part due to the construction project processes already in place at Hope Center.

For example, Hope Center holds regular weekly meetings during construction projects to ensure that timelines are on track, all problems or concerns are addressed and that contractors who are planned in upcoming weeks are ready to respond on schedule. Each meeting includes a project coordinator, a member representing the architects and engineers, a project manager from ownership and all key contractors. Any issues are identified and plans to address/mitigate are agreed upon and either dealt

with immediately or assigned to construction project team members as needed.

Hope Center is experienced in construction and other projects (operating, services, etc.), including monitoring and reporting for various funding sources, and accounting for use of funds from individual funding streams. Funding sources for past Hope Center housing construction projects include FHLB of Cincinnati, AHTF (KHC), Low-Income Housing Tax Credit (LIHTC), Neighborhood Stabilization Program funds, HOME, CDBG, loans and private donations. Hope Center has an excellent track record among many funding sources, including Federal, state and local agencies such as the VA, SAMHSA, Kentucky Housing Corporation (KHC), Lexington-Fayette Urban County Government, and many local entities. Hope Center undergoes annual audits by a certified public accounting firm, and has not had an audit finding in 24 years.

Hope Center, Inc. has extensive experience in operational investment projects. For example, Hope Center has provided temporary structures for homeless men, including electricity and alternative power supplies for these temporary tents, trailers, and modular units. We have successfully moved a commercial kitchen and provided all new equipment, finishing the project on time and within budget (including necessary permits). Hope Center also replaced the entire sprinkler system at the Emergency Shelter. Hope Center has experience in upgrading security systems, having completed several smaller upgrades as funds have allowed. Hope Center is experienced in the planning, development and timely completion of operational investment projects, and its staff is capable of completing the proposed project on time and within budget.

Describe how the Agency will manage and comply with ARPA Requirements as

stated previously. (Details in the Request for Proposal beginning on page 31 in the Certification of Compliance for American Rescue Plan Act Expenditures.)

Hope Center, Inc. is experienced with requirements for various local, state and federal grant-funded projects. Hope Center has experience working with multiple contractors on federally funded capital projects and will develop procedures and agreements to ensure compliance with ARPA Requirements. Hope Center will also develop procedures to document compliance with the Federal Water Pollution Control Act, Title VI of the Civil Right Act of 1964, requirements for awards over \$100,000, overtime and payment requirements, and all other provisions required by the Certification of Compliance for American Rescue Plan Act Expenditures, beginning on page 31 of the Request for Proposals. Hope Center has an excellent track record in successfully completing grant projects, including grant reporting requirements.

Section 4: Operational Feasibility

The application must include:

- 1. Clear and complete plans and timeline for implementing and completing the project:**

Attached is a general overview of the security for the Emergency Shelter and related cost estimates from Gregory Davis Audio Video Voice Data in Lexington, KY.

PLANS

SCOPE OF WORK: Hope Center, Inc. Emergency Shelter Security System

Network Cameras

Install approximately fifty-one (51) NDAA (National Defense Authorization Act)

compliant Network IP Cameras. Camera locations and viewing angles shall be agreed upon prior to installation. These Cameras will serve to record, Public Areas, Entry/Exit doors, Kitchens, Laundry, Parking and Outdoor areas and any other area that might require attention. While not all of the areas will be viewed constantly, any activity will be recorded for reference at a later date. Entry Cameras will have advanced Analytics including but not limited to Facial Recognition to identify restricted or unwanted access. Viewing or Operator Stations will be located in staffed location(s) within the facility.

Entry Access Control System

Identify users by verifying various login credentials, which can include usernames and passwords, PINs, biometric scans, and security tokens. Access control systems may also be used to control access into certain areas located within the interior of buildings. The purpose of an access control system is to provide **quick, convenient access to those persons who are authorized, while at the same time, restricting access to unauthorized people.** Face Recognition in coordination with the Entry Access Control System can enhance the ability to restrict access.

Install entry access controls to all active entry/exit doors. Install Sensors to all Exit Only Doors to monitor status of Doors.

Install Access control software. The digital application in which you grant "access" (or admittance) privileges to rooms, buildings, and spaces. You can view/change employee permissions, keep a record of which client or employee has accessed areas you choose to keep secure.

EQUIPMENT

SECURITY CAMERAS

Eighteen (18) Internet Protocol (IP) Outdoor Cameras

Twenty (20) Internet Protocol (IP) First Floor Indoor Cameras

Thirteen (13) Internet Protocol (IP) Second Floor Indoor Cameras

NVR (Network Video Recorder

Forty-eight (48) Symphony Standard Camera licenses

Four (4) Core Analytics Pack licenses,

Four (4) Facial Recognition licenses

2x Intel Xeon CPUs, 32TB storage (RAID-6)

Operator Stations

Four (4) Small Form Factor Computers with Dual Displays

Related Installation Equipment

Five (5) Power over Ethernet Gigabit Network Switches

Equipment Rack

Backup Power Supply for Server

Network Wiring

Security Camera Installation & Testing

Pre-Installation Wiring

Installation of Network Equipment and Cameras

Installation of Server and Operator Stations

Post-Installation Training

ENTRY ACCESS CONTROL

Door Controller & Software

Integrated Security Software

Access Control Panel

Access Control to 18 Doors

Active Locks, Electric Strikes

Push Bar(s), Keypad / FOB Readers

Request to Exit Readers

Exit Buttons, Exit Sensors

Related Installation Equipment

System Wiring

Access Control Installation & Testing

Pre-Installation Wiring

Installation of Network Equipment and Door Controls

Installation of Access Control Software

Post-Installation Training

TIMELINE & IMPLEMENTATION

Preparing for the Installation

- Meet with Client to discuss wants and needs
- Evaluate location & Site Survey

Design

- Layout basic installation requirements
- Consult with Source Engineers to verify equipment viability
- Consult with Design Architects
- Consult with Contractor

Approval

- Meet with Client to submit final Design Approval
- Address any changes or improvements

Equipment Acquisition

- Source equipment

Installation & Timeline

- Installation timeline will be coordinated with General Contractor
 1. Any and all work to be completed by April 30, 2024
- Installation is broken down in six sections
 1. Pre-wire for Cameras during construction phase
 - Pre-wire takes 1 week (40 hours)
 2. Pre-wire for Entry Access during construction phase
 - Pre-wire takes 1 week (40 hours)
 3. Installation of Cameras
 - Installation takes 1 week (40 hours)
 4. Installation of Door Hardware
 - Installation takes 1 ½ weeks (60 hours)
 5. Testing & Certification

- Verify all equipment is working
 - Meets Local, State and Federal requirements
6. Training
- Train users to use equipment

Given the timeframe for project completion (4/30/2024), no supply chain issues are anticipated at this time.

2. An adequate strategy for securing additional support and commitment if needed. If applicable, include letters of commitment for other funding that will be used to implement the project:

Hope Center will provide and/or raise funds for additional costs, if required.

Otherwise, funding from this project is expected to be adequate to implement the project.

3. Adequate number of qualified staff to carry out the proposed project:

Hope Center is fully staffed. Jeff Crook, Chief Operating Officer, will be the Project Manager, and will be responsible for overall project oversight. Jennifer Hertweck, the Chief Financial Officer of Hope Center, will be responsible for project monitoring and financial reporting. Gregory Davis Audio Video Voice Data, located in Lexington, KY, is fully staffed. The business has served Lexington and Central Kentucky for over 30 years. It draws its expertise from a staff of seasoned professionals with years of experience in the field. This project would provide a security

system for the existing Hope Center building and the new second floor construction project (please see Architectural Renderings on pages 21-29 of this submission). Hope Center, Gregory Davis Audio Video Voice Data, the architects for the new second floor construction (Integrity) and the contractor, engineer, and others (when known) will all participate in weekly meetings to ensure that timelines are met, work is coordinated among various specialties such as electrical, plumbing, finishing, etc., and any problems are identified and remediated in a timely manner. The weekly project meeting schedule has been effective in other Hope Center capital projects.

4. Indicators that demonstrate that the project can be completed by April 30, 2024:

Hope Center has extensive experience with operational investment projects, having completed many such projects in the past 22 years. Jeff Crook has been the project manager for all the projects, which were completed on time and within budget. Most of these projects were completed within 4 months. The timelines for the proposed project take into account potential supply chain delays. Hope Center is fully staffed for the proposed project. Thus, Hope Center does not foresee any difficulty in completing the proposed project by April 30, 2024. Gregory Davis Audio Video Voice Data stated that, given the timeframe for project completion (4/30/2024), no supply chain issues are anticipated at this time.

Section 5: Cost Analysis – and attachments

1. Cost proposals and budget narrative:

Cost Proposals

Gregory Davis Audio Video Voice Data has provided a Scope of Work (see Section 4: Operational Feasibility - question 1, above), and a Line-Item Budget (see question 4, below). Upon notification of funding, Hope Center will solicit cost proposals from qualified providers.

Budget Narrative

The budget for this project is based on an estimate generated in June 2022, from Gregory Davis Audio Video Voice Data, a Lexington-based company with over 30 years experience in Lexington and Central Kentucky. The Budget Narrative below follows the Line-Item Budget attached under item 4 of this section.

SECURITY CAMERAS - \$95,048.00

- All Equipment conforms to the National Defense Authorization Act (NDAA) and is eligible for any Government Funding.
- All Cameras will be of a minimum of 4 Mega Pixel (4K) with Day/Night viewing abilities.
- Camera(s) ability or angle to view will be chosen based on location and viewing requirements.
- Vivotek, Samsung, Axis or Bosch Cameras

NETWORK VIDEO RECORDER

- Feature Dell® enterprise-grade hardware

- Mini tower, 1U and 2U form factor options
- Redundant, hot-swappable components with support for continuous external monitoring (rack-mount systems)
- Scalable solutions with high availability and server redundancy
- High-performance platform for video analytic applications
- Base license support to 48 cameras per server (additional licenses sold separately)
- Up to 32 TB of internal storage in RAID6 configuration (external storage also available)

CORE ANALYTICS PACK INCLUDES THE FOLLOWING

- Outdoor People and Vehicle Tracking - Detect and track all moving objects and classify them as a person, vehicle, or unknown. Movement tracks are recorded to know exactly where each object came from and where it left the camera's point-of-view.
- Indoor People Tracking - Detect and track people moving within the frame of a camera. Alarms can be set when unauthorized entry into an area is detected, and dwell times can be tracked and recorded for the detection of unwanted loitering. Heat maps can also be created in retail stores and public spaces to determine areas of highest traffic and interest.
- Crowd Detection - Real-time occupancy estimation for indoor and outdoor deployments, ideal for monitoring public spaces, event venues, and capacity restricted environments. Crowd Detection also offers numerous business intelligence applications.

- PTZ Auto-Tracking (Auto PTZ) - Auto PTZ can automatically control a PTZ camera, enabling it to zoom in and follow moving people and vehicles within the field of the camera. This is ideal for outdoor perimeter monitoring and provides a closer look at people and vehicles for future forensic purposes.
- Left and Removed Item Detection - Monitor changes in an environment to detect when objects are added or removed from a scene. Set alarms to notify security staff when an item has been removed from an area or left unattended for a designated amount of time. This is an ideal solution for airports, train stations, and other public spaces.

ADD ON ANALYTICS

- Face Recognition - \$ 2,500.00 PER CAMERA robust video analytic, ideally suited for securing facilities that require a stronger layer of protection for access control. With real-time alarms and intuitive searching when paired with Aimetis Symphony, the Face Recognition video analytic transforms what is possible with a video surveillance system.

OPERATOR STATIONS OR VIEWING STATIONS

Operator stations can handle up to 3 separate 4K displays with 25 cameras each the stations come preloaded with the Symphony client, and Aimetis Kiosk. Aimetis Kiosk restricts users from accessing the desktop and OS while providing a secure replacement shell allowing access to specific applications only and limiting access to the base Windows OS to administrators.

ENTRY ACCESS CONTROL SYSTEMS - \$71,770

An Entry Access Control (EAC) system is ideally used as a part of a fully integrated facility management system. In such a system, EAC is interfaced and integrated with fire safety/life safety systems, video surveillance systems (CCTV) and communications systems.

In an integrated system, EAC systems allow users access various areas or limited areas. They can track access and provide attendance records. As a safety feature and for emergency response situations, they can determine where persons are located in facilities. In general, EAC systems are very flexible and strides in technology are making them even more so.

TOTAL SECURITY PROJECT COSTS - \$162,318

- 2. This section shall provide the total costs of the capital project, including all expenses to be incurred:**

The total costs for this operational investment project are \$162,318. This amount includes all expenses to be incurred. (As per the cover sheet for this submission of two project narratives, the total costs are \$168,318 for this project, and \$4,050,000 for project narrative one (the facility improvement project), for total capital project costs of \$4,218,318.)

- 3. Project is cost-effective and all costs are reasonable, and do not deviate**

substantially from the norm in Lexington:

Project costs were requested from Gregory Davis Audio Video Voice Data, a Lexington-based company with over 30 years experience in Lexington and Central Kentucky, ensuring that prices do not deviate substantially from the norm in Lexington. Further, Hope Center has worked with Gregory Davis Audio Video Voice Data on other projects, and considers the company work to be cost-effective and reasonable.

4. Attach line item Budgets for each Grant Project requested and the Agency

Budget:

Please see attached line-item budget for this project narrative on the following page.

The Agency Budget is attached at the end of the Project Narratives section.

LINE ITEM BUDGET

SECURITY CAMERAS

Security Cameras

Fifty-One (51) Cameras \$ 37,485.00

NVR (Network Video Recorder

\$ 15,588.00

Facial Recognition license X 3 \$ 7,500.00

Operator Stations

Four (4) Computers with Dual Displays \$ 9,500.00

Related Installation Equipment

Five (5) Switches \$ 1,200.00

Equipment Rack \$ 985.00

Backup Power Supply for Server \$ 550.00

Network Wiring \$ 1,900.00

Security Camera Installation

Pre-Installation Wiring \$ 6,600.00

Installation of Network Equipment and Cameras \$ 6,600.00

Installation of Server and Operator Stations \$ 1,320.00

Post-Installation Training \$ 1,320.00

\$95,048.00

ENTRY ACCESS CONTROL

Door Controller & Software

Integrated Security Software \$ 1,200.00

Access Control Panel \$ 4,750.00

Access Control to 20 Doors \$ 45,000.00

Active Locks

Electric Strikes

Push Bar(s)

Keypad/FOB Readers

Request to Exit Readers

Exit Button

Exit Sensor

Related Installation Equipment

System Wiring \$ 4,500.00

Access Control Installation

Pre-Installation Wiring \$ 6,600.00

Installation of Door Controls \$ 8,100.00

Installation of Network Equipment \$ 540.00

Installation of Access Control Software \$ 540.00

Post-Installation Training \$ 540.00

\$71,770

Total \$162,318

FYE6/30/22

| | Budget |
|--------------------------------|------------------|
| REVENUES | |
| Contributions | 900,000 |
| Special Events | 150,000 |
| Total Fundraising: | 1,050,000 |
| Restricted grants: | |
| LFUCG-Shelter | 850,000 |
| LFUCG-ESG Cov2* | 203,200 |
| LFUCG-SO Cov2 | 82,000 |
| CSAT-MAT | 359,736 |
| CSAT-ORE | 170,000 |
| Bluegrass - Detox | 106,842 |
| Bluegrass - Extension | 234,301 |
| Bluegrass - PATH grant | 71,000 |
| DCRP Contract | 181,500 |
| United Way-designations | 13,179 |
| United Way/Women's Rec | 7,500 |
| Baptist Health | 50,000 |
| LFUCG Health Dept/HCH | 45,720 |
| Hill Rise Reimb-Beacon | 24,000 |
| HCRPW-Beacon | 70,000 |
| Commonwealth of KY | 100,000 |
| EFSP Grant | 15,000 |
| Keeneland Fdn | 0 |
| Development Grants* | 30,000 |
| Total Restricted Grants | 2,613,978 |

FYE6/30/22

| <i>Other Revenues</i> | Budget |
|------------------------------|------------------|
| Resident Rent./Fees | 100,000 |
| DOC-Residential | 2,260,000 |
| DOC-IOP | 315,000 |
| DOC-SHARE(mh) | 220,000 |
| DOC-SHARE(wc) | 75,000 |
| Vets Per Diem | 138,000 |
| Sect 8/Rent Inc-BH Rouse | 140,000 |
| Section 8 Income-Privett | 70,000 |
| Drug Court Per Diem | 140,500 |
| Food Stamp Inc. | 500,000 |
| Interest/Misc | 8,000 |
| Total Other Revenues: | 3,966,500 |
| TOTAL REVENUES | 7,630,478 |

FYE6/30/22

| | Budget |
|------------------------------|------------------|
| EXPENSES | |
| Administration | 305,000 |
| Community Relations | 130,000 |
| Fundraising | 405,000 |
| Emergency Shelter* | 1,490,200 |
| Transitional Housing | 128,000 |
| Mental Health | 432,000 |
| Social Services | 48,000 |
| Health Clinic | 20,000 |
| Men's Recovery | 2,266,000 |
| Women's Recovery | 1,557,000 |
| B.H. Rouse House | 190,000 |
| Detention Center Rec Program | 198,000 |
| DOC IOP | 215,000 |
| HOPEmobile | 140,000 |
| Street Outreach | 106,000 |
| TOTAL EXPENSES | 7,630,200 |
| NET INCOME | 278 |

AGREEMENT TO LEASE

THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, a political subdivision of the Commonwealth of Kentucky ("Government") and COMMUNITY KITCHEN/HORIZON CENTER, INC., a Kentucky non-profit corporation ("Provider"), do make and enter into this Agreement to Lease on this 20th day of February, 1992 as follows:

RECITALS

A. Government is an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes and is the record owner of real property known and designated as 360 West Loudon Avenue, Lexington, Fayette County, Kentucky, by virtue of the deed dated June 11, 1985 and of record in Deed Book 1374, Page 282 in the Office of the Fayette County Clerk. Said property is more particularly described as lot 9 on the Amended Final Record Plat of the Eastern State Hospital, Lexington-Fayette Urban County Government, and Lexington-Fayette County Board of Health Property of record in Plat Cabinet D, Slide 612 in the aforesaid Clerk's Office containing 1.744 acres.

B. Provider is a non-profit, non-stock corporation under and pursuant to the laws of the Commonwealth of Kentucky and more particularly Chapter 273 of the Kentucky Revised Statutes and is operated exclusively for charitable and educational purposes, including the coordinating and providing of services to the homeless.

C. Government has determined that it is in the public interest to construct a center for the coordinating and providing

of services to the homeless on the above-referenced Loudon Avenue site and that such construction will begin in the spring of 1992.

D. Provider has developed and has the ability to implement programs aimed at the specific needs of the homeless.

E. Provider desires to acquire from the Government a site for the providing of the above-described assistance and the Government desires to have the benefit of Provider's expertise in the providing of the above-described assistance to the homeless.

NOW, THEREFORE, in consideration of the premises and the further consideration hereinafter provided, and the government's willingness to construct and lease a center for the homeless and the Provider's willingness to lease the center and to implement programs aimed at the needs of the homeless, the parties hereto agree as follows:

Section 1. Lease of Property. The Government, upon completion of the center in accordance with all codes, standards and applicable law, will lease and rent to the Provider said center and real property ("Property") and the Provider, upon completion of the center in accordance with all standards, codes and applicable law, will lease and rent from the Government the Property for a term of ninety-nine years on the terms and conditions set out hereinbelow.

Section 2. Rental Payments. During the term of the lease, the Provider shall pay to or for the account of the Government as rent, in consideration for the use and occupancy of the Property, One Dollar (\$1.00) per year. The initial rental payment shall be

due upon the execution of the Lease and each successive year on the date of execution.

Section 3. Insurance. The Provider shall continuously during the term of the Lease insure against such risks and in such amounts with respect to the Property as are generally insured against with respect to properties of like size and character, including at least, but not limited to, (i) hazard insurance to the extent of the full insurable value of the Property (recognizing that portions thereof may not be exposed to certain risks) for loss or damage by fire, with standard extended coverage, vandalism, and malicious mischief endorsements, and (ii) public liability insurance with reference to the Property, in minimum amounts of Five Million Dollars (\$5,000,000.00) for personal injury or death and Five Million Dollars (\$5,000,000.00) for property damage in respect of such occurrence.

All required insurance policies shall be with insurance companies qualified to do business in the Commonwealth of Kentucky, shall name the Government and others identified by the Government as additional insureds as their interests may appear and may be written with exceptions and exclusions comparable to those in similar policies carried by others with respect to properties of similar size, character and other respects to the Property. The Provider shall provide the Government and other additional insureds as identified by the Government with certificates of the respective insurers specifying that the required insurance is in force and effect and shall not expire or be canceled or materially changed except upon thirty (30) days prior written notice to the Provider,

the Government and other identified insurers. The required insurance may be in the form of blanket insurance policies and may be provided by so-called umbrella coverage. All insurance claims may be adjusted by the Government alone and all insurance proceeds for loss or damage to the Property shall be payable to the Government for application to the repair or restoration of the Property and the excess, if any, may be retained by the Government.

Section 4. Maintenance. The Provider shall, during the term of the Lease, at its own expense, maintain the Property in good condition, repair and working order and shall pay all utility charges and other costs incurred in the operation, maintenance, use and occupancy of the Property and at its own expense make or cause to be made from time to time all necessary repairs, renewals and replacements thereof, ordinary wear and tear and obsolescence excepted. If destruction, total or partial, ensues so as to make the Property or any portion thereof unusable for the purposes intended, such destruction shall not operate as a surrender or cancellation of the Lease and will not relieve the Provider from any obligations thereunder, but the Government agrees to repair or restore the Property to the condition which existed prior to such destruction to the extent that insurance proceeds are sufficient for such purposes or if the insurance proceeds are insufficient to repair or restore the Property to a useable condition with the Provider's own funds to the extent funds are legally available for such purpose.

Section 5. Modifications and Improvements. The Provider may make no modifications or improvements on or to the Property without the prior written consent of the Government.

Section 6. Assignment and Subleasing by the Provider. The Provider may not assign its interest in the Lease or sublet the project or portions thereof without the prior written consent of the Government. Notwithstanding prior consent of Government to an assignment or sublease, the Provider shall nevertheless remain primarily liable for the payment of the rentals due under the Lease and for the full performance and observance of all the obligations under the Lease. In the event of an approved assignment or sublease, Provider shall provide the Government with a copy of any assignment made by the Provider of its interests in the Lease or any sublease of the Property or any portion thereof within thirty days after the delivery of any such assignment or sublease.

Section 7. Obligations of Provider Unconditional. The obligations of the Provider to make the rental payment due under the Lease shall be absolute and unconditional and shall not be subject to any diminution by right of set off, counterclaim, recoupment or otherwise. During the term of the Lease, the Provider shall not suspend or discontinue any rental payments due thereunder and except as otherwise provided in Section 11 hereof shall not terminate the Lease for any cause, including without limiting the generality of the foregoing, defect in title to the Property, any acts or circumstances which may constitute failure of consideration, eviction or constructive eviction, destruction or damage to or condemnation of the Property, commercial frustration

of purpose, or any failure of the Government to perform and observe any obligation or condition arising out of or connected with the Lease.

Section 8. Events of Default. The occurrence of any of the following events will constitute an Event of Default under the Lease:

A. Failure by the Provider to pay the rentals in the amounts and at the times provided in the Lease;

B. Failure by the Provider to perform any other obligation on its part to be performed or observed pursuant to the Lease for a period of thirty (30) days after written notice by the Government to the Provider specifying such failure and requesting that it be remedied; provided, however, that if such failure be such that it cannot be corrected within such period, it shall not constitute an event of default thereunder if corrective action is instituted by the Provider within such period and diligently pursued until such failure is corrected; or

C. The dissolution or liquidation of the Provider or failure by the Provider promptly to lift any execution, garnishment or attachment of such consequence as will impair its ability to carry out its obligations under the Lease or if the Provider becomes insolvent or bankrupt, or makes an assignment for the benefit of its creditors, or consents to the appointment of a trustee or receiver for the Provider or for the greater part of its properties or a trustee or receiver is appointed for the Provider or for the greater part of its properties without its consent and is not discharged within forty-five (45) days; or bankruptcy,

reorganization or liquidation proceedings are commenced by or against the Provider, and if commenced against the Provider are consented to by it or remain undismissed for forty-five (45) days.

Section 9. Remedies Upon Event of Default. Whenever any Event of Default shall have occurred and be continuing, the Government may exercise any one or more of the following remedies:

A. Re-enter and take possession of the Property without terminating the Lease and sublease the Property or any portion thereof provided, however, that until the Government has entered into a firm agreement for the subleasing of the Property, the Provider may at any time fully cure all defaults whereupon the Provider shall be restored to its use, occupancy and possession of the Property;

B. Have access to and inspect, examine and make copies of the books and records of the Provider insofar as they relate to the Property or the event of default in the remedying thereof;

C. Take whatever action at law or in equity as may appear necessary or desirable to collect the rental payments then due and thereafter to become due or to enforce performance and observance of any obligation of the Provider under the Lease;

D. Repair the Property in order to better relet the Property and the costs and expenses of such repair shall become due by the Provider to the Government.

Section 10. Payment of Attorney Fees and Other Expenses. Upon an Event of Default by the Provider, the Provider will pay to the Government upon demand therefor all costs and expenses, including reasonable attorney fees and disbursements, lawfully

incurred by the Government in enforcing the Lease or in obtaining possession of the Property.

Section 11. Notices. All notices thereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, return receipt requested, to the parties at their respective addresses as follows:

Lexington-Fayette Urban County Government
Division of Housing and Community Development
200 East Main Street
Lexington, Kentucky 40507

Community Kitchen/Horizon Center, Inc.
P. O. Box 1725
Lexington, Kentucky 40592

The parties may by notice designate any further or different addresses to which notices or other communications shall be sent.

Section 12. Amendment. No amendment to the Lease shall be binding upon either party thereto until such amendment is reduced to writing and executed by both parties thereto.


Section 13. Binding Effect. The Lease shall be binding upon the parties thereto and upon their respective successors and assigns.

Section 14. Severability. If any clause, provision or section of the Lease be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not effect any of the remaining clauses, provisions or sections thereof.

Section 15. Governing Law. The Lease will be governed and construed in accordance with the laws of the Commonwealth of Kentucky.

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Agreement to Lease was subscribed, sworn to and acknowledged before me by Debra A. Hensley, president of Community Kitchen/Horizon Center, Inc., a Kentucky non-profit corporation, for and on behalf of the Corporation, on this the 19th day of Feb., 1992.

My commission expires: 7-5-95

NOTARY PUBLIC, STATE AT LARGE, KY

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