#### **COMMUNITY PROJECT AGREEMENT**

THIS COMMUNITY PROJECT AGREEMENT ("Agreement"), is made and entered into on the 30 day of 2022, by and between the Lexington-Fayette Urban County Government, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and The Urban League of Lexington, Fayette County, Incorporated, a Kentucky nonprofit corporation, ("Organization") with offices located at 148 Deweese Street, Lexington, Kentucky 40507.

#### **WITNESETH**

WHEREAS, the Organization is a 501(c)(3) nonprofit organization, as defined by the Internal Revenue Code, that owns the property located at 148 Deweese Street, 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. <u>EFFECTIVE DATE; TERM.</u> This Agreement shall commence on October 15, 2022 and shall last until December 31, 2026, unless terminated by LFUCG at an earlier time.
- **2. RELATED DOCUMENTS.** This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:
  - A. Exhibit "A" Request for Proposal, Risk Management Provisions, and Scope of Project B. Exhibit "B" Response to Request for Proposal

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

- 3. <u>SCOPE OF WORK.</u> Organization shall complete the Scope of Project outlined in the attached Exhibit "A" (the "Project(s)"), which are further specified in Numbered Paragraph 4 of this Agreement. The Organization shall complete these Projects in a timely, workmanlike and professional manner, as specified herein.
- 4. PAYMENT. LFUCG shall pay Organization a total amount not to exceed ONE HUNDRED FIFTY SIX THOUSAND SEVEN HUNDRED TWENTY FOUR DOLLARS (\$156,724) ("Funds") for the completion of all of the Project(s). The total amount of the Funds that the Organizational shall receive is divided in separate amounts, and these amounts shall be allocated for each Project. Thus, the total amount paid for each Project ("Sum") shall not exceed the amounts stated herein:

PROJECT # AND DESCRIPTION	SUM	OPERATIONAL/CAPITAL
1) Roof and Drop Ceiling Tiles	1) \$101,800	1) Capital
2) Waterproof the Basement	2) \$19,335	2) Capital
3) Electrical Systems and Lighting	3) \$13,289	3) Capital
4) Repairs to Stairs	4) \$22,300	4) Capital

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

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

#### 5. CONSTRUCTION TERMS.

a. Projects to be Completed in Workmanlike Manner.

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

#### b. Permits.

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

#### Building Regulations.

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

#### d. No Liens.

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

#### e. Right of Inspection.

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

to any third party that the improvements are, or will be, free of faulty materials or workmanship.

#### f. Nonliability.

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

- 6. **FEDERAL LAW.** The Organization understands that the Funds paid by LFUCG were awarded under the American Rescue Plan Act of 2021 ("ARPA"). Organization agrees to comply with any requests from LFUCG related to LFUCG's ongoing monitoring and reporting obligations set by federal law. Organization understands that the failure to comply may result in termination of this Agreement. Organization further agrees and by entering this Agreement, it hereby certifies to its ability to comply with all terms included within Exhibits A and B and also to the following terms, to the extent these terms are applicable to the subject matter of this Agreement as defined by applicable federal law:
- a. The Organization acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.
- b. The Organization agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of goods, products or materials produced in the United States, in conformity with 2 C.F.R. § 200.322.
- c. The Organization agrees and certifies that all activities performed pursuant to any agreement entered as a result of a contractor's bid, and all goods and services procured under that agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200.323 (Procurement of recovered materials), to the extent either section is applicable.
- 7. <u>TERMINATION</u>. 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.
- **REPORTING.** Organization shall provide LFUCG with timely quarterly reports and updates related to the completion of the Projects in the form and manner reasonably specified by LFUCG.
- 9. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN. Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.
- 10. <u>INSURANCE; INDEMNITY.</u> The Risk Management Provisions in Exhibit "A" are incorporated herein as if fully stated.
- 11. RECORDS. Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.
- a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement.
- b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.
- 12. <u>ACCESS.</u> Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement.

- 13. <u>CONTRACTUAL RELATIONSHIP ONLY.</u> In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.
- 14. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.
- 15. <u>SEXUAL HARASSMENT.</u> Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be made available to LFUCG upon request.
- 16. <u>DISPOSITION OF PROPERTY</u>. Organization agrees that it shall not sell or otherwise dispose of any goods, property, or equipment acquired and/or improved with any portion of the Funds without first obtaining the consent of LFUCG. Organization agrees that this provision shall survive termination of the Agreement, if this Agreement terminates prior to December 31, 2026. If Organization breaches this provision, Organization may be liable to LFUCG for that breach in an amount that shall not exceed the fair market value of the goods, property and/or equipment that it sold or otherwise transferred. LFUCG further reserves the right to enforce this provision through any remedy available at law, equity, or in bankruptcy.
- **17. INVESTMENT**. Any investment of the Funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.
- 18. <u>NO ASSIGNMENT</u>. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.
- 19. <u>NO THIRD PARTY RIGHTS.</u> 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.

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: Finds Forton
ATTEST:	Linda Gorton, Mayor
Clerk of the Urban County Council	
	THE URBAN LEAGUE OF LEXINGTON, FAYETTE COUNTY, INCORPORATED  BY: P. G. Peeples, Sr. President and Chief Executive Officer
COMMONWEALTH OF KENTUCKY) ) COUNTY OF FAYETTE )	
	edged before me this the <u>30th</u> day of es, Sr., President and Chief Executive Officer of County, Incorporated, a Kentucky nonprofit
Sharro	ic, State-at-Large, Kentucky

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

For Organization:

P. G. Peeples, Sr., President and Chief Executive Officer The Urban League of Lexington, Fayette County, Incorporated 148 Deweese Street Lexington, Kentucky 40507

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. <u>WAIVER</u>. 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 AGREEMENT IS INTENTIONALLY LEFT BLANK

#### **EXHIBIT "A"**



# Lexington-Fayette Urban County Government

### Request for Proposal

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

Online proposals will be received at <a href="https://lexingtonky.ionwave.net/">https://lexingtonky.ionwave.net/</a> 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 <a href="https://lexingtonky.ionwave.net/">https://lexingtonky.ionwave.net/</a>) 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 <a href="https://lexingtonky.ionwave.net/">https://lexingtonky.ionwave.net/</a>.

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 <u>special conditions</u> 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, <u>Urban heague of Lexington Fau</u> being first duly sworn, states under penalty of perjury as follows:	etle County after
1. His/her name is Porter G. Peeples, Sr. individual submitting the proposal or is the authorize of Urban heague of Lexington - Fayette County entity submitting the proposal (hereinafter referred to as "Propose")	and he/she is the d representative , the ").

- 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 abovementioned 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.	
MI ME	
STATE OF Kentucky	
COUNTY OF Fayette	
The foregoing instrument was subscribed, sworn to and acknowledged be me by Porter G. Peeples, Se. on this on this ay of on	
My Commission expires: September 1, 2025	
Marno Broom KYNP 34751 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.

#### <u>Bidders</u>

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.

Shuthall Urban League of Lexington - Eayette County

#### **WORKFORCE ANALYSIS FORM**

Name of Organization: Urban League of Lexington- Yayette County

Categories	Total	(N His c	nite Not pani or cino)	Hisp c ( Lati	or		can- rican lot anic	Haw Otl Pad Islai (N Hisp	tive aiian nd her cific nder lot banic atino	Asia (No Hisp c C Lati	ot ani or		an or kan tive ot anic	more (f Hispa	ro or races Not anic or itino	То	tal
		М	F	М	F	М	F	М	F	М	F	М	F	M	F	М	F
Administrators					ly.												
Professionals						1	3									1	3
Superintendents																	
Supervisors																	
Foremen												1.65					
Technicians	Y																
Protective Service																	
Para-Professionals																	
Office/Clerical						0	١										1
Skilled Craft																	
Service/Maintenanc																	
Total:	5					1	4									1	4

Prepared by: Annissa M. Franklin, CAO Date: 06 / 17 / 2022
(Name and Title)

Revised 2015-Dec-15

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

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

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The goal for the utilization of Disadvantaged Business Enterprises as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, Division of Central Purchasing Lexington-Fayette Urban County Government 200 East Main Street, 3rd Floor, Room 338 Lexington, Kentucky 40507 smiller@lexingtonky.gov

#### Lexington-Fayette Urban County Government MWDBE PARTICIPATION GOALS

#### A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Businesses as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.

#### B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned or Woman-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
  - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

#### C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Business is defined as a business which is certified as being at least 51% owned and operated by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

#### D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) Failure to submit this information as requested may be cause for rejection of bid.

### E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names

- and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
  - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
  - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
  - c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
  - d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
  - e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
  - f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
  - g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
  - h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less that seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
  - i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

- j. Provided the interested MWBDE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce
- I. Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.



#### MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

To that end the city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

"A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises..."

A Disadvantaged Business Enterprise is defined as a business that has been certified as being at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged

In addition, to that end the city council also adopted and implemented resolution 167-91—Veteranowned Businesses, 3% Goal Plan in July of 2015. The resolution states in part (a full copy is available in Central Purchasing):

"A resolution adopting a three percent (3%) minimum goal for certified veteran-owned small businesses and service disabled veteran-owned businesses for certain of those Lexington-Fayette Urban County contracts related to construction for professional services, and authorizing the Division of Purchasing to adopt and implement guidelines and/or policies consistent with the provisions and intent of this resolution by no later than July 1, 2015."

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs in Economic Engine (https://lexingtonky.ionwave.net)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Sonya Brown	sbrown@tsmsdc.com	502-625-0137
Small Business Development Council	Dee Dee Harbut UK SBDC	dharbut@uky.edu	859-257-7668
	Shirie Mack	smack3@email.uky.edu	859-257-7666
Community Ventures Corporation	James Coles	jcoles@cycky.org	859-231-0054
KY Department of Transportation	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
	Shella Eagle	Shella.Eagle@ky.gov	502-564-3601
Ohio River Valley Women's Business Council (WBENC)	Rea Waldon	rwaldon@gcul.org	513-487-6534
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner's Council (NWBOC)	Janet Harris-Lange	janet@nwboc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	paatricem@keynewsjournal.com	859-373-9428



### LFUCG MWDBE PARTICIPATION FORM Bid/RFP/Quote Reference # 22-2022

The MWDBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
<sup>1.</sup> Elaine Allen Bishop Carter, owner	capital improve- ments	\$500,302	100%
2.			
3.			
4.			

accomplishing the work contained in this Bid/RFP/Quote	
termination of the contract and/or be subject to applicable	e Federal and State laws concerning false
statements and false claims.	1
Urban League of Lexington-Fayette Co	Spanissa M. Franklin
Company	Company Representative
June 17, 2022	Chief Administrative Officer
Date	Title

The undersigned company representative submits the above list of MWDBE firms to be used in



## LFUCG MWDBE SUBSTITUTION FORM Bid/RFP/Quote Reference #\_\_\_\_\_

The substituted MWDBE subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.			*		= 0
2.	ž			·	
3.			ž.		
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.					
Company	Company Representative				
Date Title					

MWDBE QUOTE SUMMARY FORM Bid/RFP/Quote Reference # 22-1022.

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

Company Name Elaine Allen					Contact Person Bishop Carter IV						
Address/Phone/Ema	ıl			Bid Package / Bid Date							
1200 N Limestone, Lex. KY 40505				۸.	-1 1 5		/ _				
859.368· <del>T7</del> 90				CA	pital in	rprovement	ts/06.11.20	220			
	a	Hen Ilc. con	n								
MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contac		Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran		
12 <i>0</i> 0 N Lime 40505	Bishop Carter	859.221 1563	06.02. 2022					email/in- person	\$500,302	AA	

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in

termination of the contract and/or be subject to applicable F	ederal and State laws concerning false
statements and claims.	
Urban League of Lexington Fayetle Co.	Sunissa M. Franklin Company Representative
June 17, 2022	Chief Administrative Officer



Bid/RFP/Quote #\_

#### LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE vendors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Project Name/	Contract #			Work Period/ From: To:					
Company Nam	e:			Address: Contact Person:					
Federal Tax ID									
Subcontractor Vendor ID (name, address, phone, email	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date		
							is.		
3/11									
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hat each of th	e representation	ons set forth be	low is true. A	ny misrepresen	rtify that the informa stations may result in s concerning false st	the terminat	ion of		
Company				Company Representative					
Date				Title					

#### **GENERAL PROVISIONS**

 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, safely or welfare of the LFUCG or its citizens.

#### B. At Will Termination

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

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

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

- 16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
- 17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
- 18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
- 19. 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 of	or provision	of this	Contract	shall be t	found	to be	illegal or
	unenforceable	e, the remai	nder of	the contra	ct shall re	emain	in full t	force and
_	such term or	orovision sh	all be de	emed stri	cken.	1	,	
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Signa	ture	`   '			Date	1		
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# AMENDMENT 1 — CERTIFICATION OF COMPLIANCE FOR AMERICAN RESCUE PLAN ACT EXPENDITURES

The Lexington-Fayette Urban County Government ("LFUCG") <u>may</u> 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 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 Amerian 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 numerial 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

Firm Submitting Prop	posal: <u>Urban Leagu</u>	e of Lexington -	Fayette County
Complete Address:	148 Deweese St. Street	Lexination City	<u>4</u> 0507 Zip
Contact Name:	issa Franklin Title:	Chief Administr	rative Officer
Telephone Number:	859.233.1561 Fax No	umber: <u>N/A</u>	
Email address:	nissa (a) ullexfay. o	rq	

## 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.
- Consultant shall indemnify, save, hold harmless and defend the Lexington-(2)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, AAND 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:

Coverage	<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
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

CONSULANT 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-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 <u>must be included in a single completed Proposal Submittal form</u>. Only one Proposal Submittal per agency will be accepted, per <u>Division of Purchasing regulations</u>. 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: <u>tslatin@lexingtonky.gov</u> 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 <a href="https://lexingtonky.ionwave.net/Login.aspx">https://lexingtonky.ionwave.net/Login.aspx</a>. 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
  - o Double spaced
  - Single sided
  - Arial 12-point font with 1-inch margins
  - Sections clearly marked
  - o Page numbers in bottom right corner of complete submission

## <u>Section 1</u>: 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 <u>GuideStar.org</u>
- 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
- 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

### <u>Section 5</u>: **Cost Analysis** – *and attachments*

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

### 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 Mechanical, Electrical and Plumbing
 B. Exterior Roofing, Windows, Gutters, Masonry, Siding
 C. Interior Flooring, Walls, Ceilings, Lighting
 D. Property Site Acquisition of Property, Parking, Sidewalks, Lighting, Utilities, Signage

Asbestos, Lead Paint, Air Quality

## Operational Investments

- F. Information Technology & Telecommunication (Servers, Computer Systems, Database Systems, etc.)
- G. Fleet and Mobile Service Units

E. Environmental Remediation

- H. Generators, Alternative Power Supply
- I. Security Cameras, Safety Controls
- J. Other Major Operational Equipment

## **Grant Award Allocation**

	Facility Improvements	Operational Investments
Funding Pool*	\$4,000,000	\$2,000,000
Minimum Request per agency**	\$100,000**	\$50,000**
Maximum Request per agency	\$500,000	\$250,000

<sup>\*</sup>Agencies may apply for either Facility Improvements or Operational Investments or both.

## **4.0 EVALUATION & CRITERIA**

Factor	Points
4.1 Directly Provide or Indirectly Facilitate the Provision of Services to Low-income,	20
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 <u>GuideStar.org</u>
- 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

<sup>\*\*</sup>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).

### 4.2 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.	8. Line item Budgets for each Grant Project requested and the Agency Budget		
LFUCG reserves the right to adjust funding amounts.			
	e w		

## EXHIBIT "B"



## RFP-24-2022 **Urban League of Lexington - Fayette County 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

## **Urban League of Lexington - Fayette County Information**

Address:

148 DeWeese Street

Lexington, KY 40507

Phone:

(859) 233-1561 x2226

Fax:

(859) 233-7260

Email:

RSVP@ullexfay.org

Web Address: www.ullex.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.

Annissa M. Franklin

Annissa@ullexfay.org

Signature

Email

Submitted at 6/21/2022 10:54:26 AM (ET)

## **Response Attachments**

## 3 NCG Submittal Cover Sheet - UL page 1.pdf

Cover Sheet 1 - Urban League

## 3 NCG Submittal Cover Sheet - UL page 2.pdf

Cover Sheet 2 - Urban League

## ULLEX submission 06 21 2022.pdf

Urban League Proposal

## **Project and Agency Budgets.pdf**

Capital Project and Agency Budget

## Section 4.3 Fiscal Capability - Audit Notes - 5 years.pdf

4.3 Fiscal Capability

## Section 4.3 Letters of Support.pdf

4.3 Partner Letters of Support

## Section 4.3 Line of Credit Park Community.pdf

4.3 Line of Credit

## Section 4.3 Staff Resumes.pdf

4.3 Staff Resumes

## Section 4.5 - UL Insurance Documents.pdf

4.5 Insurance Documents

## Sgined RFP Documents.pdf

Signed RFP Documents

## 148 Deweese St ownership.pdf

Ownership of the building

## RFP #22-2022 Nonprofit Capital Grant Program

PROPOSAL SUBMITTAL COVER SHEET		
Agency Information		
Agency Name: Urban League of Lexington - Fay	ette County	
Mailing Address: 148 Deweese Street, Lexington,	KY 40507	
Street Address: 148 Deweese Street, Lexington,	KY 40507	
Phone: ( <u>859) 233</u> - <u>1561</u>	6	
s your Agency registered with the IRS as a 501(c)(3) orga Note: Agencies <u>must</u> be registered with the IRS as a 501(c)(3) organiza		Yes No
Does your agency have a Gold Seal of Transparency or hig Note: Agencies <u>must</u> have a Gold Seal of Transparency or higher profil		ding. Yes No
Agency Representative (typically the Executive Director - Name, P.G. Peeples, Sr., President/CEO, 859-229-59		
Person Completing Application (Name, Title, Phone, Email): Annissa M. Franklin, Chief Administrative Office	er, 859-233-1561 ext 204, Annissa(	@ullexfay.org
Project Information		
Funding Requested by Project, if bundling multiple	Projects:	
Project: 1. Roof and Drop Ceiling Tiles	Request \$	101,800
Facility Improvement project	Operational Investment project	
Project: 2. Stairs to Code	Request \$	22,300
Facility Improvement project	Operational Investment project	
Project: 3. Waterproof the Basement	Request \$	19,335
Facility Improvement project	Operational Investment project	
Project: 4. Replace Windows and Doors	Request \$	30,000
Facility Improvement project	Operational Investment project	
Project: 5. Electrical Systems and Lighting	Request \$	13,289
Facility Improvement project	Operational Investment project	
<u>•</u>		
Total Funding Amount Requested: \$_500,	,000 (includes page 2)	
Total Fulluling Attiount Nequested. 3		

- 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.

## RFP #22-2022 Nonprofit Capital Grant Program

PROPOSAL SU	JBMITTAL COVER SHEET			
Agency Inform	ation			
Agency Name:	Jrban League of Lexington - Faye	ette County		
Mailing Address:1	48 Deweese Street, Lexington, F	KY 40507		
Street Address:1	148 Deweese Street, Lexington, F	KY 40507		
Phone: ( <u>859)</u> <u>23</u>	3 <u>1561</u>			
s your Agency regi: Vote: Agencies <u>must</u> be	stered with the IRS as a 501(c)(3) organ registered with the IRS as a 501(c)(3) organizat	nization? tion to be eligible for this grant prog	gram funding.	Yes No
Does your agency h Note: Agencies <u>must</u> ha	nave a Gold Seal of Transparency or hig ove a Gold Seal of Transparency or higher profile	her profile on GuideStar.org	or this grant fu	Yes No
	ntive (typically the Executive Director - Name, T. Sr., President/CEO, 859-229-593		J	
	Application (Name, Title, Phone, Email): nklin, Chief Administrative Office	er, 859-233-1561 ext 204	I, Annissa	@ullexfay.org
Project Inform	ation ed by Project, if bundling multiple I	Proiects:		
			Request \$	43 789
Project: 6. Bathroo	om Repairs  ility Improvement project	Operational Investment	•	10,700
<b>V</b>	al Wallpaper (asbestos) and Paint		Request \$	259,500
	cility Improvement project	Operational Investment		
Project: 8. Techno	ology Center Lighting Efficiency		Request \$	9,987
	cility Improvement project	Operational Investment	project	
Project:			Request \$	
Fac	cility Improvement project	Operational Investment	project	
Project:			•	
Fac	cility Improvement project	Operational Investment	project	
Total Funding	Amount Requested: \$ <u>500,</u> 0	000 (includes page	1)	
<ul> <li>Save this PDF in it to ensure</li> </ul>	formatted Proposal Submittal Cover your responses are saved to the for	Form to your hard drive bef m.	ore beginni	ing to enter responses

RFP #24-2022

## RFP #22-2022 NONPROFIT CAPITAL GRANT PROGRAM

The Urban League of Lexington – Fayette County is seeking funding for 8 capital improvement projects. This office is critical to the agency as it provides oversight, manages, and orchestrates programs, and is the fiscal home of the agency and its staff.

SECTION 4.1: PROVISION OF SERVICES TO LOW INCOME, UNDERSERVED, OR MARGINALIZED LEXINGTON-FAYETTE COUNTY RESIDENTS

## MISSION:

The mission of the Urban League of Lexington – Fayette County is to ensure African Americans and the disadvantaged achieve equality. It is through the following goals and objectives that the agency strives to achieve this mission.

## **GOALS and OBJECTIVES:**

**GOAL 1: AFFORDABLE HOUSING** 

Provide safe, sanitary, and affordable housing for low-income households

- Objective 1.1: Development Corporation: Identify four abandoned and dilapidated properties or locations annually
- Objective 1.2: Development Corporation: Expand the supply of affordable rental homes by building/renovating two units annually
- Objective 1.3: Accept/evaluate new tenant applications to receive affordable housing

## RFP #22-2022 NONPROFIT CAPITAL GRANT PROGRAM

Objective 1.4: Provide 3 financial literacy opportunities for low-income tenants annually

Objective 1.5: Implement/facilitate a tenant education curriculum to develop good renter-ship, how to maintain a home, homeownership, and moving in and out of a unit

## **GOAL 2: YOUTH & EDUCATION**

Assist KY reach 60% of the population with degrees and credentials by 2030.

Objective 2.1: Support or operate programs that ensure all children, especially low-income, Black, and Brown students, receive a quality and equitable education that prepares them to succeed in college, career, and life

Objective 2.2: Recruit and train 20 mentors for at risk youth

Objective 2.3: Equip parents to advocate for education equity

Objective 2.4: Support 150 students with the enrollment and continuation process for college or career after high school graduation

Objective 2.5: Provide financial aid assistance and guidance for students pursuing higher education

### **GOAL 3: WORKFORCE DEVELOPMENT**

Provide workforce development services including support, job and soft skills training, and education to empower individuals toward success and improved economic status.

## RFP #22-2022 NONPROFIT CAPITAL GRANT PROGRAM

- Objective 3.1: Annually, identify four key employers and skillsets needed for entry-level positions
- Objective 3.2: Strengthen the skillsets of 250 entry-level workers through workforce development programming and trainings
- Objective 3.3: Provide 24 seminars to strengthen and increase upward mobility of minority employees among current workforce
- Objective 3.4: Provide three tech-based trainings or assistance that foster workforce related opportunities

## **GOAL 4: ADVOCACY**

Identify and strategically address the social and economic disparities and opportunities for all Central Kentuckians especially African American and Hispanic communities.

Objective 4.1: Strengthen, change, participate in, or influence two identified local policies that will promote, respect, and protect social and economic equality for all Kentuckians

## GOAL 5: PROFESSIONAL DEVELOPMENT

Assist and develop young talent for leadership positions within the community.

- Objective 5.1: Build the Young Professionals auxiliary to 40 active members
- Objective 5.2: Equip 40 members for leadership positions through mentoring, making connections, exposing to opportunities

## RFP #22-2022 NONPROFIT CAPITAL GRANT PROGRAM

Objective 5.3: Provide and support opportunities for six community service projects annually

## GOAL 6: SUCCESSION PLAN

Identify key leadership positions and develop employees to lead

Objective 6.1: Convene a succession plan committee

Objective 6.2: Identify top two key leadership positions

Objective 6.3: Identify competencies needed for key roles

Objective 6.4: Identify and assess potential candidates

Objective 6.5: Design and implement career development strategies

Objective 6.6: Implementation and evaluation

## **GOAL 7: RESOURCE DEVELOPMENT**

The Urban League has the financial resources to accomplish its mission and manages them with the utmost integrity.

- Objective 7.1: Hire a grants and development staff person to create, implement, and execute an annual fund development plan and budget.
- Objective 7.2: Improve the League's visibility and reputation in Central Kentucky resulting in positive brand awareness by 15%
- Objective 7.3: Increase funds raised to meet the organizational needs by 1%
- Objective 7.4: Build/nurture relationships with current and potential supporters by 15%

## RFP #22-2022 NONPROFIT CAPITAL GRANT PROGRAM

## **GOAL 8: COMMUNITY AWARENESS**

Increase community awareness, brand recognition, and involvement by corporate citizens and prospective participants through education and outreach.

Objective 8.1: Increase awareness of services and key issues among stakeholders by 10% (e.g., board members, corporate citizens, African Americans, Hispanics, low-income families, and aspiring young leaders) through social media, op ed articles, media campaigns

Objective 8.2: Provide four opportunities to engage with all constituents

Objective 8.3: Establish two-way communication with the community

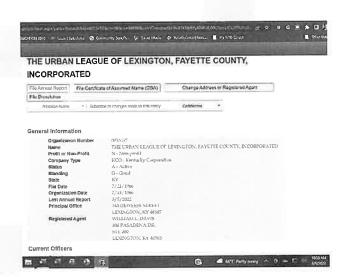
Objective 8.4: Create an effective annual marketing strategy and budget that results in 5% additional supporters annually

## 1. FACILITY IMPROVEMENT LOCATION

145/148 Deweese Street, Lexington,KY 40507-1921, Census Tract 1.01

# 2. STANDING WITH THE KENTUCKY SECRETARY OF STATE

Active and Good as documented on June 9, 2022, at 10:58 AM





## RFP #22-2022 NONPROFIT CAPITAL GRANT PROGRAM

## 3. GUIDESTAR SEAL OF TRANSPARENCY



## 4. FUNDS FOR THE PROJECTS

With approved funding for the capital improvement project, none of the funds will be used to teach, advance, advocate or promote any religion

## 5. COMPLIANCE

The Urban League of Lexington – Fayette County will maintain compliance with all applicable local, state, and federal laws.

The aforementioned information is applicable to all proposed projects.

## RFP #22-2022 NONPROFIT CAPITAL GRANT PROGRAM

## SECTION 4.2: **DEMONSTRATED NEED**

DEMONSTRATE HOW THE PROPOSED CAPITAL PROJECT IS NEEDED FOR THE AGENCY TO PROVIDE THEIR SERVICES.

The Urban League of Lexington – Fayette County is a historic social justice and advocacy organization equalizing life's opportunities for the underserved and marginalized.

Formed in 1968 as an affiliate of the National Urban League, the Urban League of Lexington provides affordable housing, youth and education programming, workforce and professional development, and advocates for Black and low-income families in the community. Because we are requesting funding for the administrative offices, we want to provide a brief synopsis of what we orchestrate and accomplish in this essential hub of operations. In addition, the need for each of the projects proposed will be included under each project as well

## **Affordable Housing**

The Urban League's development corporation has built or renovated 272 affordable housing units in Lexington. Collectively, they represent over \$27M in real estate. The Urban League provides tenant education and support, serving 336 households in the past 2 years. During covid, the League aided the City of Lexington and the United Way



### RFP #22-2022 NONPROFIT CAPITAL GRANT PROGRAM

by administering housing stabilization and emergency relief to 167 households totaling \$311,000. Currently all 60 single-family units and 51 one-bedroom apartments for seniors are rented. The need was great before covid, but things are even more dire now.

## Youth and Education

Supporting the next generation, the Urban League has provided 543 scholarships to 2<sup>nd</sup> through 12<sup>th</sup>-grade students in Central Kentucky, totaling \$2,438,738 (over 85% from Title I schools). Annually, since 2003, an average of 350 students and parents participate in the League's college and career readiness conference. During covid, the League provided 41 students and 55 teachers with nontraditional instruction device support which impacted 2,852 students. Since 2008, the gang and violence prevention program has mentored and provided social and emotional support to an average of 155 middle and high school students annually. On average, 83% of those beginning the program as seniors have gone on to graduate.

## Workforce Development

Historically, the Urban League has provided carpentry certifications to 408 ex-offenders. In addition, 2,760 unduplicated elderly residents engaged in the federally funded,

Department of Labor Senior Community Service Employment Program. In recent years, the Urban League has provided fiber optic certifications to 44 residents with additional

## RFP #22-2022 NONPROFIT CAPITAL GRANT PROGRAM

sessions beginning in July. On average, 300 individuals participate in the bi-monthly workforce development webinars including topics like: moving into leadership, entrepreneurship, financial literacy, and mental health in the workplace. The Young Professionals average 35 community service hours monthly and are civically engaged with the local school board and Urban County Council.

## **Advocacy**

With social justice as the final pillar, the Urban League continues to promote equity and equality in the community. The League was heavily engaged with the City's Racial Justice and Equality report, the University of Kentucky's Diversity, Equity, and Inclusion leadership team and community advisory groups, the school district's strategic plan and its focus on diversity, raising the issue of gentrification in our community since 2010, minority business development and spending goals.

#### **General Need**

The Urban League equalizes opportunities for African Americans and the low-income constituents it serves. Your investment for capital improvements secures needed repairs to this historic landmark that once served as a black owned and operated doctor's office for African Americans. After catching fire, the Urban League purchased the building and utilized its construction skills trainees to restore it before moving in in 1999. It is ideal for the Urban League to be located within the East End with its



## RFP #22-2022 NONPROFIT CAPITAL GRANT PROGRAM

distressed neighbors and in a building that has long served the same community.

Your investment literally and figuratively strengths the organization from the inside out. From the historic office flows community services, leadership, guidance, program development, oversight, implementation, financial stewardship, data management, a meeting location, and advocacy for justice and equality.

Deweese Street is where we meet homeless families, offer veterans a place to stay while helping them move into homeownership. At this office, we introduce our work to supporters, facilitate partnerships, distribute supplies, provide training, and offer hope.

We are seeking funds for the repairs listed below so we can invest more into programming instead of operations. With a leaking roof, soiled drop ceiling tiles, rising mold and mildew, non-energy efficient windows, doors, and lights, faulty wiring, unstable and not-up-to-code stairs, you can easily identify that we are investing in our constituents more than we are capital needs. Your investment is the oxygen mask we need to put on first so we can effectively assist others.

# RFP #22-2022 NONPROFIT CAPITAL GRANT PROGRAM

# PROJECT 1: ROOF AND CEILING TILES

When it rains on the outside it literally rains on the inside. After years of patch work, an engineer has determined that the roof is improperly pitched to provide rain runoff.

Instead, water leaks in directly and pools on the roof, under the shingles, and soaking into the offices. This leakage is damaging drop ceiling tiles, of which more than six have fallen, leaving damp insulation and no barrier between it and those we serve. In the images below you can see part of the original plaster used in the 1920's. It is getting wet with each rain or snow, and we feel that is producing an unsafe environment.







"A leaky roof puts you and your family's health and wellbeing at risk. Prolonged leaks can lead to problems like mold and mildew growth. Mold is triggering to asthma sufferers because when tiny spores are inhaled, they inflame the airways causing coughing, chest tightness and throat irritations." We are asking for funds to replace the roof, drop ceiling tiles, and mitigate any asbestos to make the office a safer environment. Doing so eliminates health risks, especially for those with allergies and asthma, and allows experienced staff to serve our community better.

# RFP #22-2022 NONPROFIT CAPITAL GRANT PROGRAM

	Sherman Carter Barnhart	Elaine Allen, LLC (EA) (MBE)
	(SCB)	
Interior	\$63,504	Base Proposal \$37,000
Ceiling	Replace 2x4 Susp Ceiling	Scope includes demolishing of the
	Tiles and Grid throughout,	existing ACT 2X4 ceiling grid system
- 4	remove plaster ceiling from	and tiles. Install new 2x2 ACT system
	2 <sup>nd</sup> floor; assumed asbestos	including grid and tiles. Some Areas
17		have existing Plaster ceilings that have
		received water damage. The existing
		Plaster will be removed, and an ACT
		system will be installed. 2,400-sf of
		ceiling is included in the proposal.
Exterior	\$150,444	Base Proposal \$64,800.00
Roof	Reframe to increase slope,	Upon evaluation of the facility and
	sheathing, shingles, replace	existing roof leaks that the current roof
	fascia, soffit, gutter, and	has a shingle roof system but the
	downspout	structural of the roof has a pitch that is
		below the minimum requirements of a
		shingle roof system. Elaine Allen
		proposes providing a stand seam roof



# RFP #22-2022 NONPROFIT CAPITAL GRANT PROGRAM

	system. This proposal includes
	removal of 1,500 sf of shingle,
	replacing damaged sheathing and
	installing a vapor barrier with a steam
	seam roof. Includes new gutter system
\$213,948 SCB	\$101,800 EA

#### RFP #22-2022 NONPROFIT CAPITAL GRANT PROGRAM

#### **■ PROJECT 2: BRING STAIRS TO CODE**

Handrails are an important safety feature when moving up and down stairs. Code requires that "handrails must not be more than 37 inches (94 cm) high nor less than 30 inches (76 cm) from the upper surface of the handrail to the surface of the tread." A recent measurement reveals the handrail leading to the second floor is 29.5" and the railing leading to the basement is both 28" and 46". Additionally, the original banister posts are not secure.

The Urban League has seven spaces upstairs that are used by staff (the back office for an incoming Development Manager, the CAO, and CEO offices, an administrative/intern office, conference room, bathroom, and kitchen). Staff travel these steps multiple times a day leaning on the unstable staircase. Upstairs there are three spaces utilized by stakeholders, the CEO and CAO offices, and the conference room. These spaces allow for more personal and confidential meetings to be held. While meeting with staff upstairs, visitors are cautioned to use the handrail attached to the wall. Having safe access is crucial to bringing in additional revenue, protecting participant confidentiality, and staff safety.

This proposed project will remedy the code violations that exist due to improper handrail height and functionality.



# RFP #22-2022 NONPROFIT CAPITAL GRANT PROGRAM

	Sherman Carter	Elaine Allen
	Barnhart	
Interior	\$6,300	Base Proposal \$22,300
Ceiling	Replace stair handrails	Scope includes removing the existing
		staircase railing system including the guard
		rail system at the 2nd floor overlook. The
		existing rail system height 30" is lower than
4		current code requirements of railing systems.
		The new system inclusive of spindles, grab
		rail, and Top rail will be installed according to
		code spindles 4" spacing c/c, grab rail 34"and
		top rail @ 42".



# RFP #22-2022 NONPROFIT CAPITAL GRANT PROGRAM

# Project 3: Waterproof basement

From buildings to programs, a sturdy foundation is crucial. As you look through nonprofit requirements for document retention guidelines, you quickly find that some items are permanent records while others are to be maintained for three to seven years, based on what the record documents.

The Urban League maintains its records in the basement where there are leaks from the central air unit, cracks in the foundation, a nonworking sub-pump, and other issues allowing water to seep in. This moisture has damaged permanent records including personnel information, board minutes, scholarship records, and program data.







Waterproofing the basement directly impacts (1) the quality of programming participants receive (2) economic investment into those programs, (3) allows us to stay in the community, and (4) protects the rich African American heritage housed within the walls.

First, quality of programming. "With increasing calls for visibility, accountability, and

#### RFP #22-2022 NONPROFIT CAPITAL GRANT PROGRAM

monitoring and evaluation (M&E), nonprofits must improve their use of data both in decision-making and in reporting." It is for this reason that we keep program data for seven years and revisit it bi-annually to set new goals, create new initiatives, make additions or deletions, or bring in needed partnerships. This documentation, along with annual reports are stored in the basement. Participants receive the best we have to offer because we are consistently in pursuit of providing an excellent program. There is 54 years of history stored there and this information is the foundation to each program we operate or will operate in the future.

Secondly, waterproofing the basement saves the organization money in structural problems and reduces energy bills, all of which is money that could move from operations back into programming that empowers constituents. "If the air in your basement is too humid, it can transfer to other rooms. Consequently, your HVAC system will have to work harder to remove the damp air to keep your home warm. This will lead to high energy bills." With rising costs, we must be prudent with the funds we receive, and this is one way to do just that.

Third, waterproofing the basement allows us to stay in the low-income community with a high concentration of low-income families that need our services. As it stands, we are in the heart of the East End community and within walking distance of those utilizing our services the most. If we fail to take care of the water that is coming from the top and



# RFP #22-2022 NONPROFIT CAPITAL GRANT PROGRAM

bottom of our administrative office, our services will be out of reach making it necessary to find transportation to receive needed services. Failing to remedy the water issues is also a health risk as increased moisture leads to mildew and mold which impacts the staff the most, but also those coming into the Urban League for services. Correcting the issue will prevent structural and health problems, lower energy usage, and ratify data retention challenges.

Fourth, waterproofing this office protects the rich African American history that once provided medical services to the black community. "Historic African American Health Center Polk-Dalton Infirmary, 148 Deweese, In the center of the Lexington African American cultural and residential community, Dr. John Polk set up his medical practice from 1921 to 1931. He was the first physician to have occupied the historic structure. Dr. J.R. Dalton later established his medical practice in this building where he stayed for many decades. Other African American doctors who joined him on Deweese (Deweese) Street included Dr. Henry Merchant who arrived during the Great Depression and Dr. Marshall Jones who set up his practice in the post-World War II period. This landmark is presently the headquarters for the Lexington-Fayette County Urban League which had its grand opening in 1999."



# RFP #22-2022 NONPROFIT CAPITAL GRANT PROGRAM

	Sherman Carter	Elaine Allen, LLC
	Barnhart	
Waterproof	\$17,766	Base Proposal \$19,335
Basement	Replace condensate	Scope includes a full perimeter Hydrostatic
	pump and line in	relief system. 1/3 hp sump pump, new basin &
	basement, grout voids	PVC discharge line, 3" drain tile system, and
	in basement exterior	a PVC Wall encapsulation system.
	wall, water-resistive	
	coating on basement	
	wall	

# RFP #22-2022 NONPROFIT CAPITAL GRANT PROGRAM

# PROJECT 5: ELECTRICAL SYSTEMS AND LIGHTING

Energy efficiency is something consumers are considering more heavily as we see the impact of rising prices and the impact of such things on the environment. Upgrading our electrical system will reduce costs, increase safety, and improve employee production.

Reduce Costs: LED uses up to 90% less energy and burns up to 50 times longer than regular incandescent lighting and can last up to 12 years before needing replacement. Replacing the old bulbs with new LEDs is a way for us to save on energy bills, spend less with product replacement and invest those funds into something more meaningful, like self-sufficiency programming. This is just one reason we are seeking ARPA funds to improve the lighting and electrical systems at the Urban League office.

Safety: Currently, we store extra light bulbs in the basement area because at any given time at least two of them are out. In two of the offices upstairs, you can turn on the switch and the lights do not come on for hours. When collecting bids, we turned on the lights and they did not come on before the bidder left, and an addition 6 hours later. This is an electrical hazard. If there is a short, faulty wiring or old wiring, especially with the leaky roof, we could suffer major damage. Remedying the lights and electrical systems is a benefit for participants in that they would have adequate lighting to see, sign contracts, lease agreements, navigate the building, and maintain safety.

Employee Production: "Research published in the Journal Frontiers of Psychology found that individuals working for businesses that took energy efficiency seriously are more productive on average. The report found that appropriate lighting



# RFP #22-2022 NONPROFIT CAPITAL GRANT PROGRAM

and properly installed Heating Ventilation and Cooling (HVAC) systems were largely responsible for this increase in productivity." Increased productivity for us means that more families are served and empowered to improve their economic conditions.

	Sherman Carter Barnhart	Elaine Allen
Lighting	\$31,752	Base Proposal \$13,289
	Upgrade lighting to	Scope includes replacing existing fluorescent
	LED throughout	bulb 2x4 lights with 2x2 LED Light panels.
		Please note this proposal requires the scope
		of the ACT system (Ceiling Restoration).



#### RFP #22-2022 NONPROFIT CAPITAL GRANT PROGRAM

# <u>SECTION 4.3</u>: APPLICANT CAPACITY FOR PROJECT AND MEETING ARPA REQUIREMENTS

**URBAN LEAGUE STAFF** 

Porter G. Peeples, Sr., President/CEO

1969 - present

In 1972, P.G. Peeples became the CEO of the Urban League and continues to serve in this role today. Under his leadership, the nonprofit has made its mark by building affordable housing, providing workforce and professional development opportunities, and offering youth and education programs. The organization has also gained a reputation for advocating for African Americans and the disadvantaged.

Housing has become the signature activity of the Urban League through the work of its development corporation that was established in 1981. Since its inception 272 units have been added to the Lexington community. Of those, 161 are single-family homes, 60 are single-family rental units, and an additional 51 are apartments for senior citizens. The total financial contribution and community impact over the years through these developments is \$27,939,063. The most recent multi-family development, the Russell School Apartments, has received 2 national and 3 local awards: National Urban League Housing Award (2012); the National J. Timothy Anderson Award for Best Historic Rehab Utilizing LIHTCs – Medium (Between \$5-10 Million Development Costs) (2013); Downtown Lexington Urban Innovation Award (2012); Bluegrass Trust's Clyde



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Carpenter Adaptive Re-Use Award (2012), and the Fayette Alliance Leader in Innovation Development (2013), National Urban League Housing and Community Development Champion Award (2018).

Peeples continues his dedication to the Lexington community through his active participation on numerous local and national boards. In acknowledgement of that work, he has received numerous throughout the years including: the National Urban League's Living Legend award (2022), the Leadership Kentucky Flame of Excellence Award (2022) the University of Kentucky honorary doctorate (2019), Lindsey Wilson College honorary doctorate (2011), Kentucky Human Rights Hall of Fame, the University of Kentucky College of Education Hall of Fame, and a host of other awards.

Peeples has crafted a talented team that oversees its business, foundation, local, state, and federal grants that provide funding for all agency programs. His leadership and the execution of each award is why the Urban League is still serving the community with viable programs.



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Annissa M. Franklin, MS, Chief Administrative Officer

2001 - present

With the organization for over 21 years, Franklin is responsible for program development, implementation and management, compliance with the national organization, board relations, policies, grant writing, human resources, marketing, and social media. Upon starting her career with the organization, Franklin was responsible for processing bi-weekly payroll for 115 participants in a Department of Labor funded program and semi-monthly payroll for the agency's four staff.

Franklin plays the key role in compliance matters that have allowed the Urban League to remain an affiliate of the National Urban League. Since 2004, affiliates must complete an affiliate assessment that covers its governance, fiscal matters, and mission driven programming. There are 147 indicators that conclude with three 3" binders of compliance documents. From staff evaluations to the handling of funds, and from participant grievances to marketing and branding, the list is vast and wide.

- Governance/Organizational Soundness 44 indicators
- Fiscal/Organization Vitality 68 indicators
- Implementation of Mission 35 indicators

Since implementation of this process, the Urban League has scored a 4.3, 4.7, and a perfect 5.0. The next assessment has been delayed due to covid.

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Franklin holds a master's degree from Northeastern University in Nonprofit

Management with an emphasis in Leadership and a bachelor's degree in

Communication from the University of Kentucky. She will participate in the upcoming

Empowering Community Leaders professional development series hosted Fifth Third

Bank beginning June 2022. Through this effort she will earn an Executive Certificate in

Nonprofit Leadership from the Harvard Kennedy School of Executive Education, learn

about Emotional Intelligence from Case Western Reserve University, earn a Rental

Housing Development Finance Certification from the National Development Council,

and participate in a Small Business and Economic Development training through the

Opportunity Finance Network. In addition, Franklin has earned an Education Finance

Certification from Georgetown University, a Family Engagement Certification from

Harvard University, and a Successful Leader certification from Catalyst.

# Shannon L. Brooks, Executive Administrator

2005 – present

Ms. Brooks joined the Urban League team to handle accounts payable and payroll. She is responsible for semi-monthly staff payroll and moved the office from paper checks to direct deposit, handling sensitive information in the process. Between 2005 and 2011 she was also responsible for processing bi-weekly payroll for participants in the Department of Labor's Senior Community Service Employment Program.

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Brooks is responsible for maintaining compliance with the National Urban League's affiliate assessment regarding Organizational Vitality which focuses on resources, revenue, accounting policies and practices. As ongoing education, Brooks has participated in the National Urban League's Whitney M Young Conference for chief financial officers and earned a certificate from the Lexington Fair Housing Council.

Brooks is currently operating a CDBG-CV project awarded for projects that prevent, prepare for, or respond to the coronavirus. She has successfully managed and administered housing stabilization funds to 120 Lexingtonians providing \$240,380 in rental or eviction assistance and \$4,665 in utility assistance.

Brooks has worked successfully on agency audits and took over this effort completely upon retirement of the VP in 2018. She has maintained an excellent standard leading the Urban League to receive the highest rating of an unmodified opinion with no notes management. The League has received this rating for over ten years.

# LaTasha White, Development Manager

2019 – present

Ms. White serves as the development manager for the Urban League's Development Corporation. Her responsibilities include overseeing the existing 111 rental units, coordinating maintenance, inspection, and compliance for 60 units and building new

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units annually. In addition, she manages the process for construction or rehabilitating affordable housing units. Prior to this position, she served as the property manager, screening tenants, and overseeing rehab of units after tenants have moved.

White has experience as a construction laborer as we all as contract services including bookkeeping, taxes, database creation and tracking. She holds a master's degree in accounting and a bachelor's degree in business administration with a concentration on accounting.

Though new to the Urban League side of the business, White worked directly with former VP of Internal Operation, Norman Franklin for over 10 years before transitioning to lead the work upon his retirement.

# **Norman Franklin and Ed Holmes**

Partners for 30+ years

In addition to the staff team, the Urban League has garnered the support and partnership of Norman Franklin and EHI Consultants for this project. A letter of support with their qualifications are attached with this submission. For brevity, Norman Franklin was the Vice President of Internal Operations for the Urban League for 34 years. During that time, he helped to establish the Fayette County Local Development Corporation and other corporations that allowed for the effective use of Tax Credit and HUD 202

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monies. In addition, Franklin administered the League's Department of Labor grant for 17 years. Moreover, EHI was a board member of the League's Development Corporation and continues to partner with the League in assessing Opportunity Zones for the Lexington community. He is also responsible for such projects as the James Lane Allen Elementary expansion, the Legacy Trail, and the new park that will soon be on Main Street. Both have extensive history with housing developments and providing financial oversights to such projects.

#### ORGANIZATIONAL INFRASTRUCTURE

The Urban League is hiring a full-time grants and development manager. Until that person is onboard, the infrastructure is as follows, with guidance from the National Urban League applied.

Planning: The work of the Urban League is guided by the President/CEO, the strategic plan, and studying trends in the community. All working together, staff will identify needs and discuss if the Urban League could and should address the issue based on it fitting into the core mission and vision. If so, Franklin and staff working in the identified area, will research best practices and assess what is needed to make a successful program. The final determination is made by the President/CEO with input from the board of directors. In the planning stage, Franklin and Peeples will draft the program for the

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Lexington area considering budgeting, curriculum and design, National Urban League similar programming, job descriptions, volunteer, and staffing needs.

Opportunities: If applicable, Franklin will seek grant opportunities for funding as well as partners needed to make the program work. Search the local, state, federal, foundation and private entities, Peeples and Franklin plan for connecting with leaders to assess viability of a funding request to their grantmaking division. After finding the right grant opportunities based on financial needs and funding eligibility, Franklin will submit multiple requests. In the interim, Franklin breaks down the budget into smaller segments. This is done as a precautionary measure if the requested budget is not met in full, the program can continue successfully.

Execution: Upon notice that the program will be funded, the team kicks into gear with a plan of implementation, already drafted during the first phase. Revisions are made according to the amount received by Franklin with approval from Peeples. The staff are contacted and given a start date. Accounting (Brooks) is notified when grants are sought after as well as when approved. Franklin will review the contract and advise Peeples in signing the document. Franklin will review with the project team and leadership the requirements of the award. These items are reviewed and assessed quarterly. If Franklin is administering the program, she reviews the deliverables with Peeples, and they discuss progress weekly. Likewise, one contractor in the workforce

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development space, and Franklin meet weekly to review the weeks progress and current actions for the week ahead.

During covid, we did drop the ball on one of the CDBG grants we are working on with the city. Brooks, our financial accounts manager, was charged with overseeing this opportunity. She has successfully managed another opportunity, so we challenged her with running this one. What we determined is that she needed more support. As of June 1, 2022, Franklin is working with her more closely to administer this opportunity to Lexingtonians. As of June 1, the program has been announced via social media, webinars, notices have been shared with nonprofit organizations, churches, and Fayette County Public Schools in the service areas (Census Tracts 1.01, 1.02, and 2). Other plans to market the assistance for small home repairs and rent up to \$1,200 will be shared during the Father's Day weekend and Pride Day festivities this month. In these first two weeks of solicitation, the program registration link has been accessed 120 times and 15 have registered. Our charge is to serve 37 low-income households with rent and 15 families with small home repairs. This award must be completed by December 31, 2022.

Bi-monthly staff share program updates with the board. Currently serving are: Raquel Carter (real estate), Ray Daniels (Chair/DEI), Larry Forester (banker), Mary Kate Gray (community relations) Stephen Gray (construction), Adam Hall (community relations),



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Brian Harman (communications), Rodney Jackson (Treasurer/school system), Seon Jackson (banker), Larry Jones (banker), Laura Klumb (fundraising specialist), Melvin Lewis (young professional), Abdul Muhammad (real estate banker), Wessley Perry (distribution), RJ Sherman (utilities), Yajaira West (bank relations), Michael Whalen (corporate), Dominique Wright (corporate), and Jeff Zinger (banker). Reviewing progress with them aids staff in areas we may have overlooked.

Grant reports are handled directly by the staff person overseeing the program. That report is shared and reviewed with Franklin. Based on that report and how it compares to the intended outcomes, a plan of corrective action is put in place should the program not be meeting benchmarks. The report is submitted to the funding source based on the agreed upon timelines. If the report is needed at the end of the award, staff complete this report bi-monthly or quarterly based on when results are expected.

Grant Conclusion: As the program or grant concludes, Franklin directs the team to summarize the work that was completed in the grant period in a formal report. This report is reviewed prior to submission to the funding source. After successful completion, the program documents are maintained on file for seven years unless otherwise determined in the signed contract. The results are shared in the League's annual report which is also shared with the National Urban League.



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Additionally, because the Lexington Urban League is part of a larger national movement for social justice, there are policies and procedures in place regarding grant management and implementation. The affiliate assessment, conducted every three years by the parent organization, evaluates this process. It is emphasized that program and grant implementation are assessed on an ongoing manner and an action plan for continuous improvement is developed. Some of the items monitored are quoted below from Criteria III Implementation of Mission:

Standard 6 The Affiliate program has a written program design, which includes program rationale, target population, specific program activities and key client outcomes.

Indicators of Effectiveness

•	6.1 Program Design. The Affiliate program has a written program design which
	outlines a research-based program rationale which describes program's potentia
	influence on key client outcomesYesNo Verification Source or
	Comment(s): Copy of program(s) design/outcomes

•	6.2 Target Population. The Affiliate program has identified a target population in
	their community and has developed a communication and marketing plan to
	reach this target groupYesNo Verification Source or Comment(s): Copy
	of Communication and Marketing Plan



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<ul> <li>6.3 Measurable Goals and Objectives. The Affiliate program design includes</li> </ul>
measurable program goals and objectivesYesNo Verification Source or
Comment(s): Copy of program(s) design
<ul> <li>6.4 Program Curriculum. Program(s) has and uses a detailed program curriculum</li> </ul>
which includes defined program activitiesYesNo Verification Source or
Comment(s): Copy of program(s) curriculum
Standard 7 Program implementation is assessed on an ongoing manner and an action
plan for continuous improvement is developed.
Indicators of Effectiveness
<ul> <li>7.1 Program Implementation Plan. Program(s) has a written implementation plan</li> </ul>
which includes activities, staffing, facilities, management plan and timeline for
program implementationYesNo Verification Source or Comment(s):
Copy of program(s) implementation plan
<ul> <li>7.2 Process Evaluation Plan. Did the program(s) meet goals and deliver on key</li> </ul>
indicators identified by fundersYesNo Verification Source or
Comment(s): Copy of process evaluation plan by program(s)
Standard 8 The Affiliate program has and implements an evaluation plan for describing
client outcomes and assessing program effectiveness.
Indicators of Effectiveness



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•	8.1 Evaluation Plan. The Affiliate program(s) has a written evaluation plan for
	demonstrating program effectivenessYesNo Verification Source or
	Comment(s): Copy of written evaluation plan by program(s)

- 8.2 Performance Targets. The Affiliate sets targets for program(s) performance
  on selected outputs, client outcomes and indicators. \_\_\_Yes \_\_\_No Verification
  Source or Comment(s): Copy of key outputs, client outcomes, indicators, and
  programmatic targets.
- 8.3 Performance Measures. The Affiliate compares program(s) results on key
  performance measures to targets, as a minimum evaluation model for measuring
  program effectiveness and impact. \_\_\_Yes \_\_\_No Verification Source or
  Comment(s): Targets for program(s) outputs and key client outcomes

# ARPA COMPLIANCE

If awarded funds for capital improvements, Franklin will review the ARPA requirements with applicable staff, partners, and board of directors. Staff included are Brooks, Executive Administrator, who oversees accounting and funding; White, Housing Development Manager and "general contractor," orchestrating the work; Peeples, President/CEO. Partners included: Norman Franklin, former staff, local and federal grant manager with over 30 years of experience; Ed Holmes, professional city planner with city regulation experience in Cincinnati, Louisville, and Lexington; and board members which include Real Estate brokers, bankers, and nonprofit fundraising

# RFP #22-2022 NONPROFIT CAPITAL GRANT PROGRAM

executives. Each item will be reviewed collectively. In addition, the requirements will be shared with our partners who will assist in administering this opportunity effectively.

#### RFP Amendment 1

- Page 31, #1 and #2 | Norman Franklin will review 2 CFR Part 200, 24 CFR
   85.43, 24 CFR 85.44 regarding contract execution and termination procedures.
   During the review with staff and partners he will expound on these items.
- Page 31, #3 and Page 33, #4| Tasha White will be responsible for coordinating
  with the contractor/bidder to do the work. She will mandate that each contractor
  and their subcontractors follow these sections and its sub-sections. Vendors will
  sign a document stating they understand and will comply.
- Page 33, #5 | Norman Franklin will review the Clean Air Act, as amended, 42
   U.S.C. § 7401 et seq. This information will be included with the information noted above and agreed and signed off on by those working on the projects. Norman Franklin and Tasha White will be responsible for reviewing these items with each contractor.
- Page 33, #6 | Tasha White will be responsible for documenting and reporting any violations to the LFUCG team and overseer of this capital improvement award.
- Page 34, #7 | Requirements #5 and #6 will be included in all subcontracts
   exceeding \$100,000.



# RFP #22-2022 NONPROFIT CAPITAL GRANT PROGRAM

- Page 34, #8, #11, #14, #15 | Norman Franklin will review each of the identified
   regulations with staff and sub/contractors for compliance.
- Page 34, #9 and #12 | Tasha White will be responsible for documenting and reporting any violations to the LFUCG team and overseer of this capital improvement award.
- Page 34, #10 and #13 | Requirements #11 and #12 will be included in all subcontracts exceeding \$100,000.
- Page 34, #14 | A Franklin will draft a document with the ARPA for sub/contractors
  to review with staff and sign. Each one will be signed in duplicate with a fully
  executed copy remaining in possession of the Urban League and the other with
  the sub/contractor.
- Page 34, #15 with each of its identified sub-sections | Tasha White will be responsible for including this item in the document to be signed by those completing the work.
- P.G. Peeples has reviewed these requirements and signed into effect June 10,
   2022. This document will be submitted with the full submission by 2:00 PM on
   June 21, 2022.

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# SECTION 4.4: OPERATIONAL FEASIBILITY

Operationally, the eight proposed capital improvements will increase work productivity and safety for staff and participants.

Process: Temporarily a new process will be implemented during the construction and demolition. During the fall and winter months, the development team proposes making the internal improvements. While working inside in the shared areas, especially those on the first floor, we will temporarily move staff to the Technology Center located directly across from the main building. Clients will be redirected there through effective signage and during scheduling appointments. Covid has prepared us and our constituents for this. For 2 years we worked alternating shifts and through appointments only; this will be the same. Because the Technology Center has four defined spaces with two bathrooms and a kitchen, computer training would continue, and staff occupy the other areas without disrupting those services. After the improvements have been made, the central office will open as normal, but with better lighting, stable handrails, branded walls, ADA, and code compliant bathrooms.

**Evaluation:** Temporarily moving the central office activities to the Technology Center, according to staff consensus will not disrupt the workflow or participant engagement. Instead, staff highlight that the process of making appointments was utilized for two years during covid and there were no client complaints.

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Careful research shows that improvement to the workspace increases productivity which means more low-income families are served. A study abroad investigated the impact of the environmental conditions in the workplace on the health and job satisfaction of employees, as core factors of productivity. In the study 70% of the workforce was relocated to a building with a design focused on sustainability, health, and well-being. The results show "a significant improvement in the perceived environmental conditions, as well as in the health and well-being of the relocated workers, measured by the drop in incidence of sick building syndrome symptoms. Results are heterogeneous based on age: older groups of employees enjoy larger health impacts. The relocation effects remain persistent in the medium term (two years after the moving date). Importantly, a mediation analysis suggests that the achieved improvements in health and well-being lead to significantly enhanced job satisfaction and a 2% reduction in the prevalence of sick leave," according to the National Library of Medicine. In short, the capital improvements will result in less time off and more productivity.

In-house strategies: Internally, staff will temporarily relocate to the Technology Center or work from home.

# **TIMELINE**

The Urban League's development team and partners estimate that the project will take 12 to 15 months from beginning to completion but will estimate using 18 months as a

# RFP #22-2022 NONPROFIT CAPITAL GRANT PROGRAM

contingency plan. Additionally, time to schedule inspections is necessary as well as time to make any adjusted deemed necessary.

Due to shortages in labor and materials, the contractor hired for this work will be asked a series of question to keep delays at a minimum. (1) What if any delays are you seeing in your current work and how can we abate that for this project? (2) Are there any subcontractors you work with whom have a history of slow production? Can we schedule them at the start of the project and allow other work in different areas to be happening simultaneously? (3) If you or a subcontractor have labor shortages, is it possible to work with construction training programs to help with smaller tasks? This could lead to employment for those in such a training program. (4) How can you incorporate materials available locally into your project design? (5) What proactive steps can you take to guard your budget against increases in materials once the project begins? (6) Where can you build flexibility into the timeline to avoid building delays—and the subsequent cost increases and customer frustration? (7) Which relationships can you of the Urban League leverage?

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WHEN	WHAT
August 15, 2022	Notice of the Award     Select finishes including paint color, textures
By September 15, 2022	Contractors and subcontractors sign an agreement acknowledging the ARPA guidelines as outline on the RFP pages 31 through 35.
By September 30, 2022	Supplies ordered, based on availability, work begins
October 2022	interior work begins (Assuming funding agreements have been signed and delivered)  • Project 7 – Paint the inside, removing wallpaper  • Submit for reimbursement
November 2022	Project 4 – Replace windows and doors
December 2022	<ul> <li>Project 2 – Bring stairs to code</li> <li>Submit for reimbursement</li> </ul>
January 2023	Relocate the items in the basement, arranging for shredding, etc and compliance with the record retention policies.  • Project 3 – Waterproof the basement • Submit for reimbursement

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February 2023	Contingency time for each of the proposed projects based on material and labor shortages, and holidays
March 2023	Project 5 – Electrical systems and lighting replaced
April 2023	<ul> <li>Project 6 – Bathroom repairs</li> <li>Submit for reimbursement</li> </ul>
May 2023	Contingency time for each of the proposed projects 5 and 6 based on material and labor shortages  • Project 1 – Roof and ceiling tiles replaced
June 2023	Review of the work including punch lists.
September 2023	All work completed.

Additional support for this project has been garnered. Norman Franklin and Ed Holmes of EHI Consultants have agreed to support the effort through offering advice and other strategies to keep the project on task, on budget, and on time. Stephen Gray of Gray Construction is on the board of directors and will give input and support as needed after hearing monthly reports to the board on the endeavor. Supports letters are attached from Franklin and Holmes. In addition, the Urban League has an established line of credit through Park Community Bank.

There are four full-time staff working on this endeavor: (1) P.G. Peeples, Sr., President/CEO, (2) LaTasha White, Development Manager, (3) Annissa Franklin, Chief Administrative Officer, and (4) Shannon Brooks, Executive Administrator.



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# Indicators for completion by April 30, 2024

Our development staff has researched ways of keeping the timeline on track.

- Design a Materials Strategy order early, manage expectations by communicating often with business/homeowners, and be flexible in incorporating new ways of combining materials
- 2. Design a Strategy to Keep Costs in Line Take advantage of relationships, assemble the design team early, have alternatives for selected items at the start of the project, reuse, and refresh items if possible for example, the Urban League stairs are over 100 years old, are they salvageable, consider alternative materials
- 3. Have a Contingency Plan for Labor Shortage There are trade school and nonprofit programs specializing in HVAC, construction, and other trades. Could any of the work be completed by them in the absence of a certified professional, but with supervision.

# Section 4.5: Cost Analysis – and attachments

The Urban League has received two proposals out of three entities. One of them is an MBE. The lower of the bids is from the non-MBE, however after a lengthy conversation we feel that the "patch" work that they intend to do will not give us a quality product at the conclusion. In addition, they failed to quote all the projects and their scope of work

# RFP #22-2022 NONPROFIT CAPITAL GRANT PROGRAM

leaves out many details. The bidder mentioned replacing up to 15 ceiling tiles, but there are more than 200 in the building. He said, "it's hard to match what you've got." We have asked this proposer to resubmit a bid, but at the time of this submission, which has not been received. Additionally, there are big bid swings between the entities. If awarded ARPA funds, we would like to speak with each bidder to determine the variances in their pricing before moving forward with the proposed and needed projects.

Estimated Insurance: \$13,036

In the event of cost overruns, the Urban League is raising unrestricted funds during its annual empowerment banquet held in October 2022 with assistance from Jim Host.

## 148 Deweese Street/Administrative Office

- Sherman Carter Barnhart: Total cost is \$341,560.80 (attached)
- Elaine Allen, LLC (MBE): Total cost is \$490,013 for (attached)

# 145 Deweese Street/Training Center

- Sherman Carter Barnhart: No proposal
- Elaine Allen, LLC (MBE): Total cost is \$356,624 (attached)



The following Scope Items are based on a site visit conducted on June 10, 2022 The following Scope Items represent discussed and observed facility improvements

SCOPE ITEM	QTY		UNIT PRICE	SUBTOTAL	CONTIN	CONTINGENCY 10%	ÿ	GC OH&P 16%	TOTAL	١.
Replace Exterior Entrance Door, Frame & Hardware	'n	each	\$ 2,000.00	\$ 10,000.00	₩	1,000.00	₩	1,600.00	\$ 12,600.00	
Replace Exterior Storm Door, Frame & Hardware	7	each	\$ 1,500.00	\$ 1,500.00	₩	150.00	₹S-	240.00	\$ 1,890.00	
Replace HC Restroom Door, Frame & Hardware	₩	each	\$ 500.00	\$ \$00.00	<b>⋄</b>	20.00	₩	80.00	\$ 630.00	\$ 15,120.00
Paint Interior Walls, Trim & Exterior Trim	3,720	sq feet	\$ 9.00	\$ 33,480.00	₩	3,348.00	₩	5,356.80	\$ 42,184.80	
Remove Wallpaper, Prep. for Paint	1	mns dmn	\$ 5,000.00	\$ 5,000.00	₩	200.00	₩	800.00	\$ 6,300.00	\$ 48,484.80
Replace Vinyl Windows w/ New Vinly	Ŋ	each	\$ 1,200.00	\$ 6,000.00	₩	600.00	νı	960.00	\$ 7,560.00	
Replace 2x4 Susp Ceiling Tile & Grid throughout	3,600	sq feet	\$ 8.00	\$ 28,800.00	₩	2,880.00	₩	4,608.00	\$ 36,288.00	
Remove Plaster Ceiling at 2nd Floor, assumed asbestos	1,440	sq feet	\$ 15.00	\$ 21,600.00	⋄	2,160.00	₩	3,456.00	\$ 27,216.00	\$ 63,504.00
Roof; Reframe to Incease Slope, Sheathing, Shingles	1,800	sq feet	\$ 50.00	\$ 90,000.00	₩	9,000.00	₩	14,400.00	\$ 113,400.00	
Replace Fascia, Soffit, Gutter & Downspout	200	linear feet	\$ 147.00	\$ 29,400.00	₩	2,940.00	₩	4,704.00	\$ 37,044.00	\$150,444.00
Upgrade Lighting to LED throughout	3,600	sq feet	\$ 7.00	\$ 25,200.00	₩	2,520.00	٠s	4,032.00	\$ 31,752.00	
Replace Condensate Pump & Line in Basement	П	lump sum	\$ 500.00	\$ 500.00	₩	20.00	ℴ	80.00	\$ 630.00	
Grout Voids in Basement Exterior Wall	2	sq feet	\$ 300.00	\$ 600.00	₩	00.09	٠	96.00	\$ 756.00	
Water-Resistive Coating on Basement Walls	1,300	sq feet	\$ 10.00	\$ 13,000.00	❖	1,300.00	45	2,080.00	\$ 16,380.00	\$ 17,766.00
Repacle Stair Handralls	Н	lump sum	\$ 5,000.00	\$ 5,000.00	₩	500.00	₩.	800.00	\$ 6,300.00	
Misc Restroom Repairs - reinstall pedestal sink	⊣	lump sum	\$ 500.00	\$ 500.00	⋄	20.00	ss	80.00	\$ 630.00	
						0.000				

\$ 341,560.80

43,372.80

# ELAINE ALLEN

#### "BUILDING FORWARD"

June 11, 2022

Co: Urban League of Lexington

Attn: Annissa Franklin

Re: 148 Deweese St Urban League Office

Elaine Allen proposes the following estimated based on the Scope of work provided by the Urban league & site visit held on 05/27/22.

Scope includes the following:

#### Project 1: Replacement of the existing shingle roof system

- Upon evaluation of the facility and existing roof leaks that the current roof has a shingle roof system but the structural of the roof has a pitch that is below the minimum requirements of a shingle roof system. Elaine Allen proposes providing a stand seam roof system. This proposal includes removal of 1,500 sf of shingle, replacing damaged sheathing and installing a vapor barrier with a steam seam roof. Includes new gutter system
  - Base Proposal \$64,800.00

# Interior ceiling restoration (Existing system has received water damage from leaking roof)

- Scope includes demolishing of the existing ACT 2X4 ceiling grid system and tiles. Install new 2x2 ACT system including grid and tiles. Some Areas have existing Plaster ceilings that have received water damage. The existing Plaster will be removed, and an ACT system will be installed. 2,400-sf of ceiling is included in the proposal.
  - o Base Proposal \$37,000.00

#### Project 2: Interior Staircase and Guard Rail Code Improvements

- Scope includes removing the existing staircase railing system including the guard rail system at the 2<sup>nd</sup> floor overlook. The existing rail system height 30" is lower than current code requirements of railing systems. The new system inclusive of spindles, grab rail, and Top rail will be installed according to code spindles 4" spacing c/c, grab rail 34" and top rail @ 42".
  - o Base Proposal \$22,300.00

# **Project 3: Basement Waterproofing system**

- Scope includes a full perimeter Hydrostatic relief system. 1/3 hp sump pump, new basin & PVC discharge line, 3" drain tile system, and a PVC Wall encapsulation system.
  - o Base Proposal \$19,335.00

#### **Project 4: Exterior Doors and Windows**

- Scope includes New windows, 3 New Doors, Trim and Hardware throughout the facility. Demolishing is included in all areas of scope scheduled to be disturbed.
  - o Base Proposal \$30,000.00

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# ELAINE ALLEN

#### "BUILDING FORWARD"

# Project 5: Interior Lighting Replacement with Energy Efficient lighting

- Scope includes replacing existing fluorescent bulb 2x4 lights with 2x2 LED Light panels. Please note this proposal requires the scope of the ACT system (Ceiling Restoration).
  - o Base Proposal \$13,289.00

#### **Project 6: Restroom Code Compliance Renovation**

- Scope includes complete renovation of the restrooms (2) to ADA code compliance. Including new flooring, painting, light fixtures, toilet fixtures, sinks, toilet accessories.
  - Base Proposal \$43,789.00

#### Project 7: Interior Finishes renovation of a 2,700-sf facility.

- Scope includes Refinishing of existing hardwood flooring as designated, Removal of existing
  wallpaper, asbestos removal if needed, drywall skim walls for smooth surface to receive paint. 1 Coat
  of primer and 2 finish coats of paint.
  - o Base Proposal \$259,500

# Project 8: Interior Lighting Replacement with Energy Efficient lighting in training center

- Scope includes replacing existing fluorescent bulb 2x4 lights with 2x2 LED Light panels in the Urban League Training Center.
  - Base Proposal \$9,987.00

#### Qualifications:

Elaine Allen will honor this proposal for 16 months from the dated submission of proposal.

Elaine Allen excludes all premium time requirements of work to be completed in proposal.

All work identified in the proposal must be completed during normal workdays Monday -Friday 7am - 5pm.

All Materials, Furniture, Fixtures and misc. that will be disturb in the areas of work are to be removed and stored by Elaine Allen. Elaine Allen will return to its area upon completion of work.

Scheduling of the individual scopes of work will need to be identified and agreed upon at the time of

Elaine Allen is not responsible for existing structural issues that may be identified at the time of construction.

Elaine Allen will require designated staging of materials, parking, and storage container area of the owner.

Thank you for the opportunity, look forward to working with you.

award of proposal.

Respectfully submitted,

Bishop Carter IV

Office: (859) 368-7790 Mobile: (859) 221-1563 1200 N. Limestone Lexington, KY 40505 www.elaineallenllc.com bishop.carter@elaineallenllc.com



	EVOS Dudant	Designated 6/20/2022	FY23 Proposed	Variance
INCOME:	FY22 Budget	Projected 6/30/2022	P 123 P loposed	Variance
UNITED WAY	97,000	97,000	97,000	0
MISC REVENUE	97,000	82	0	(82)
ANNUAL BANQUET/ANNUAL GIVING	75,000	85,840	75,000	(10,840)
CORPORATE CONTRIBUTIONS	157,000	227,700	128,000	(99,700)
PROG/GRANT INCOME	77,938	42,832	58,115	15,283
ANNIVERSARY FUNDS	250,000	141,000	290,000	149,000
RENTAL INCOME - 149 DEWEESE	9,384	9,384	9,384	. 0
OPPORTUNITY ZONES	77,000	77,000	77,000	0
"SUBTOTAL INCOME				
TOTAL FUNDS	743,322	680,838	734,499	53,661
EXPENSES:				
SALARIES	351,458	352,788	365,878	13,090
HEALTH INSURANCE/DISAB.	86,508	88,897	107,200	18,303
FRINGES (FICA, SUTA, W.C)	43,229	37,328	40,978	3,650
RETIREMENT PLAN	20,033	19,271	20,894	1,622
TELEPHONE	5,000	4,035	5,000	965
POSTAGE	900	508	900	392
EQUIP MAINT COPIER	3,715	3,548	3,715	167
EQUIP RENTAL - POSTAGE	2,328	1,249	2,328	1,079
OFFICE SUPPLIES	5,000	4,200	5,000	800
SUBSCRIPTIONS & PUBL	5,000	5,593	6,200	607
TRAVEL/CONF	10,000	3,094	7,500	4,406
NATIONAL DUES	4,250	0	8,500	8,500 366
MEMBERSHIP DUES	1,250	1,134	1,500 11,500	800
AUDIT FEES	10,700	10,700	2,300	0
INS-BOND,D&O LIAB., AUTO	2,300	2,300 1,277	1,800	523
MISCELLANEOUS	1,800	8,253	8,253	0
PROP & LIAB INS	8,253	•	3,750	(2,028)
BUILDING MAINTENANCE/LAWN CARE	3,000	5,778 5,765	6,276	511
MORTGAGE INTEREST	6,280	4,886	6,500	1,614
UTILITIES-ELEC,GAS,WATER MORTGAGE INT-149 DEWEESE	6,500 3,257	2.996	3,000	4
SOFTWARE TECHNICAL SUPPORT	2,500	566	2,500	1,934
BLDG MAINT - UTL 145, 149 DEWEESE	6,000	6,000	6,000	0
SECURITY 145,148 DEWEESE ST	1,398	1,398	1,409	. 11
MARKETING/COMM. ENGAGEMENT	5,000	2,924	3,500	576
MADE	35,280	38,480	35,280	(3,200)
FUNDING DEPRECIATION RESERVE	3,504	3,504	3,504	0
ACCOUNTING SOFTWARE LICENSE RENEWAL	2,868	3,058	3,060	2
CAPACITY BUILDING	63,500	38,500	38,500	0
FUNDING OPERATING RESERVE	10,152	10,152	10,152	0
CONTRACTING SERVICES	8,540	12,540	10,000	(2,540)
TOTAL EXPENSES	719,503	680,722	732,877	52,155
ENDING BALANCE	23,819	116	1,622	



June 15, 2022 Commissioner Kacy Allen-Bryant Division of Social Services Lexington Fayette Urban County Government 200 East Main Street Lexington, KY 40507

Dear Commissioner Allen-Bryant,

EHI Consultants is providing this letter to signify that we will assist and advise the Urban League of Lexington – Fayette County in any capital improvement projects funded through the City of Lexington's ARPA Capital Improvements grant process.

EHI and the Urban League have worked together on multiple projects including Opportunity Zones under the Lexington's Economic Development Investment Board, and in providing affordable housing to the community.

EHI was founded in 1995 to provide the highest quality of planning and design services. The firm has since become an established planning and engineering-based group of professionals. Our diversity provides the capability to; program, plan, design and implements a range of planning projects, from neighborhoods to transportation planning-related efforts, as well as a range of engineering projects, from highway design to drainage plans and calculations.

EHI is a designated Small Business Administration (SBA) HUBZone firm as well as an SBA Small and Disadvantaged Business. EHI is certified with the State of Kentucky – Transportation Cabinet as a disadvantaged minority business enterprise, being pre-qualified to perform services in the areas of Pedestrian and Bikeway Facility Planning and Design, Rural Roadway Design, Urban Roadway Design, Highway Planning Services, EIS Writing and Coordination, and Socioeconomic Analysis. Additionally, I served as Director of Planning for the Bluegrass Area Development District for 16 years, where I directed and led the regional land use and comprehensive planning efforts for the central Kentucky Bluegrass Region. I have also served as cabinet secretary for the Kentucky Cabinet for Public Protection and Regulation, Vice Chairman of the Kentucky Public Service Commission, and Vice President of Cincinnati Bell Telephone.

Recent Lexington projects include James Lane Allen Elementary School's major addition and renovation, Lexington's Legacy Trail, Southend Park Urban Village Plan, East End Small Area Plan, Winburn and Russell Cave Neighborhoods Small Area Plan, and the Armstrong Mill Plan. We believe that the quality of the place is fundamental to the quality of life, and they must complement each other.

Sincerely,

Edward J. Holmes, AICP, Owner

June 16, 2022

Commissioner Kacy Allen-Bryant LFUCG Division of Social Services

200 E. Main Street

Lexington, KY 40507

Dear Commissioner Allen-Bryant:

I am pleased to submit this letter of support for the Lexington Urban League's grant application

for Capital Improvements to the administrative building at 148 DeWeese Street. My name is

Norman P. Franklin. I retired from the Urban League in June 2019 as Vice President and Chief

Financial Officer. During my 37-year, I managed millions of dollars in federal grants, including

the SCSEP, JTPA funding of the Ex-Offender Carpentry Skills Training, the CDBG funded

YouthBuild grant and others. These grants were consistently managed in compliance and with

performance goals met. The annual agency independent audits were without 'findings' and

regularly received an unmodified opinion.

I served as the Development Manager of the Affordable Housing Development for thirty-five

years. With development subsidies provided through the Department of Housing and Urban

Development's HOME program, we leveraged the federal dollars into \$28 million dollars of

affordable housing choices for Lexington-Fayette County's low-wealth homebuyers and renters.

Since my retirement, I have served in an advisory role to the Urban League staff in grant

management and housing development. I will continue to advise the staff in administering the

grant funds and managing the capital improvement project if awarded.

Respectfully submitted,

Rev. Norman Franklin

Ret. VP, CFO, Dev. Mgr



June 14, 2022

To whom it may concern

Re: Urban League of Lexington Fayette County

This letter is confirmation that the Urban League of Lexington Fayette County has had an active Revolving Line of Credit since 2017 in the amount of \$50,000.00 and are in good Standing with Park Community Credit Union.

Sincerely,

Raymond Smith, President

OroWa Financial – A Division of Park Community Credit Union NMLS ID# 1656671 2515 Blankenbaker Pkwy, Louisville, KY 40299 (Phone) 502.271.7702

#### PORTER G. PEEPLES, SR.

809 Forest Lake Drive Lexington, Kentucky 40515 (859) 271-8337

#### **EDUCATION:**

Lynch High School

Lynch, Kentucky

Southeast Community College

A.A. Education

1966

University of Kentucky

B.A. Elementary/Special Education

1968

**Dual Teaching Certificates** 

Eastern Kentucky University

Graduate Studies - 6 hours

1969

Non-School Guidance/Counseling

#### **WORK EXPERIENCE:**

1972 - Present:

President/C.E.O.

Urban League of Lexington-Fayette County Fayette County Local Development Corporation 148 DeWeese St., Lexington, Kentucky 40507

(859) 233-1561

Duties: Oversight of the agency and its development corporation.

1971 - 1972

Acting Executive Director

Urban League of Lexington-Fayette County 167 E. Main Street, Lexington, Kentucky 40507

(859) 233-1561

Duties: Agency management during interim period.

1969 - 1971

Director of Education

Urban League of Lexington-Fayette County 167 E. Main Street, Lexington, Kentucky 40507

(859) 233-1561

Duties: Developing and overseeing education projects

designed to serve the target community.

June 1969 - Sept. 1969

Associate Director for Special Student Summer Program

Community Action for Lexington-Fayette County 913 Georgetown Street, Lexington, Kentucky 40508

(859) 233-4600

Duties: Assisting with the coordination of a project designed to work with a mixture of juvenile delinquents and non-juvenile delinquents with work experience.

Jan. 1969 - May 1969

Special Education Teacher

**Fayette County School System** 

701 E. Main Street, Lexington, Kentucky 40507

(859) 281-0100

Duties: Taught intermediate level elementary special

education class.

#### **BOARDS & COMMITTEES**

- ⊜ Bluegrass Airport Secretary and Vice Chair
- ⊜ Kentucky Housing Corporation Executive Committee
- ⊜ Blue Grass Community Foundation
- St. Joseph Hospital Foundation
- World Equestrian Games Executive Committee
- Kentucky Horse Park Foundation
- © Commerce Lexington Minority Business Chair
- Lexington Center Corporation Board
- (a) Lexington Convention and Visitors Bureau Commission

#### **AWARDS & HONORS**

- University of Kentucky College of Education Hall of Fame
- (a) Kentucky Human Rights Commission Hall of Fame
- ⊜ Kentucky Community & Technical College System Hall of Fame
- Southeast Community College President's Award
- National Council for Community & Justice
- Dyman T. Johnson Award
- Downtown Lexington Corporation Outstanding Individual Award
- National History Makers Award
- Fayette County Public Schools Second Mile Award
- Junior Achievement Hall of Fame

## SHANNON BROOKS

324 Kelli Rose Way, Lexington, KY 40514 859-421-3801

#### **EXPERIENCE**

### OCTOBER 2005 - PRESENT EXECUTIVE ADMINISTRATOR, URBAN LEAGUE OF LEXINGTON

- Financial accounting
- Managing grant funds
- Accounts payable
- Conducting monthly financial committee meetings
- Accounts receivable
- Bank reconciliations
- Office and team management
- Provide support to senior management

### DECEMBER 2004 – JANUARY 2006 FRONT-END MANAGER/CUSTOMER SERVICE, WAL-MART

- Supervising cashiers
- Intake and disbursing of funds
- Liaison between cashiers and customers
- Handling disciplinary issues
- Handling customer complaints
- Conducting Evaluations

#### **EDUCATION**

AUGUST 2001 – MAY 2005

SOME COLLEGE, LEXINGTON COMMUNITY COLLEGE
FIELD OF STUDY: ACCOUNTING

JUNE 2001
DIPLOMA, PAUL LAURENCE DUNBAR HIGH SCHOOL
Pre-college curriculum

#### **COMPUTER SKILLS**

- Microsoft excel
- Microsoft word
- Fundware

- Sales Force
- Smart Sheets
- Powerpoint

### ANNISSA M. FRANKLIN, MS

324 Mason Springs Drive, Nicholasville, KY 40356 | 859-699-3878 | AFranklinMS@gmail.com

#### PROFESSIONAL EXPERIENCE

Urban League of Lexington – Fayette County 2001 – present

Lexington, KY

#### Chief Administrative Officer (present)

Reporting directly to the President/CEO, my responsibilities include:

- <u>Leadership Team</u> maintaining administrative compliance with the National Urban League that
  includes adherence to all policies and regulations as well as leading the board of directors through
  edits, etc.; leading the organization through development and implementation of the strategic
  plan; representing the Urban League in lieu of the President/CEO; serving as liaison to the Urban
  League of Lexington, Fayette County Local Development Corporation board of directors, and the
  Lexington Urban League Young Professionals.
- <u>Program Management</u> researching and developing community-based programs for low-income families, assessing service delivery, best practices, and program outcomes, securing funding to support the program, interviewing, negotiating, hiring contract staff to lead the efforts, and crafting the curriculums to be used when applicable.
- <u>Communications, Marketing, and Public Relations</u> responsible for the Urban League's online
  presence (website and social media), cultivating and designing the annual report, creating mass emails and flyers to support available program offerings. Also responsible for board relations and
  partnership facilitation.
- <u>Development</u> responsible for grant writing, program budget development and monitoring, seeking donations, donor cultivation, monitoring pledges, administering a year-end donation drive, coordinating and implementing an annual fundraising event coordination and implementation.
- <u>Human Resources</u> responsible for updating, implementing, and monitoring HR policies; overseeing interns, part-time, contract staff, volunteers, and others working with the Urban League; supervising and monitoring insurances, leave time, professional development, and providing instructional leadership.

**Community Action Council** 

1995 - 2000 and 2001

Lexington, KY

Administrative Assistant I/Program Services Manager

I assisted the Program Development Department and the Early Head Start program case managers. I was responsible for case notes, data entry, greeting clients, and answering phones.

### ANNISSA M. FRANKLIN, MS

324 Mason Springs Drive, Nicholasville, KY 40356 | 859-699-3878 | AFranklinMS@gmail.com

#### **EDUCATION**

2020	Georgetown University – Washington, DC	2011	Northeastern University – Boston, MA
	Edunomics Certificate		Master of Science in Nonprofit Management
2020	Harvard University – Cambridge, MA		with specialization in Leadership
	Family Engagement Certificate	1994	University Of Kentucky – Lexington, KY
2020	Catalyst – Becoming a Successful Leader		Bachelor of Arts, Communications
	(Inclusive Leadership Training) Certificate		

#### **AWARDS & HONORS**

- Coretta Scott King, Spirit of Ivy, Outstanding Educator Award, 2020
- University Of Kentucky, Women Of Power Recognition, 2020
- Fayette County Public Schools' Golden Apple Award Winner, Individual, 2019
- Lexington Young Professionals Association Rising Star Award, 2006
- United Way's Get On Board Program Valedictorian, 2005
- P.G. Peeples Leadership Award, 2004

#### PROFESSIONAL & COMMUNITY INVOLVEMENT

- University of Kentucky, Diversity, Equity and Inclusion Community Engagement, 2021 -
- Fayette County Public Schools Community Partnership Leadership Team, Chair, 2019 -
- Kentucky State University's Master of Public Administration Program Advisory Board, 2019 -
- Kentucky Department of Education Office of Standards, Assessment & Accountability Standard-Setting Panel, 2019
- YMCA of Central Kentucky Association Board Member, 2019 present; Executive Leadership Team, 2021 -
- Bluegrass Community and Technical College Presidential Search Steering Committee, 2018
- Blue Grass Community Foundation "On the Table" Steering Committee, 2018
- Commerce Lexington's Leadership Lexington Program, Chair, 2016-2017
- LG&E and KU Consumer Advisory Panel, 2016–2019
- YMCA of Central Kentucky Association Board Member, Strategic Planning Committee, Executive Committee
   Member, CEO Compensation Committee, YMCA Jessamine County Board 2012 2019
- National Urban League Emerging Leaders Program, 2013
- Bluegrass Community and Technical College Board Chair, 2013-2016; Vice Chair 2011-2012
- Lyric Theatre and Cultural Arts Center: Mayor appointed Board Member, 2010-2012; Mayor appointed Task Force, 2005–2009; Friends of the Lyric, President, 2010 2012
- Commerce Lexington's Leadership Lexington Program, Graduate, 2007

#### REFERENCES

Available upon request.



### NORMAN P. FRANKLIN

AFFORDABLE HOUSING DEVELOPMENT MANAGER

#### **OBJECTIVE**

To give a brief but concise overview of my career and accomplishments

#### **SKILLS**

Accounting, housing development project management, project budgeting and compliance, project funding

#### **EXPERIENCE**

DEV. MGR • FCLDC • 1984 - 2019

Managed the development of more than \$28 million of affordable housing-residential home ownership, scattered site single-family rentals, two multifamily senior housing tax credit projects and one HUD 202 Senior housing.

#### CFO • URBAN LEAGUE • 1981 - 2019

Supervised and managed the accounting and finances of the agency, oversight of grant performance, compliance and budgets; agency audits received unmodified opinion for ten consecutive years.

ACCOUNTING • 1977 • INDIANA BUSINESS COLLEGE

Received a degree of Professional Accounting

REAL ESTATE LICENCE • 1985 • A PASS WIEKEL

Licensed Real Estate professional; license placed in escrow with Kentucky Real Estate Commission in 2005

### **VOLUNTEER EXPERIENCE OR LEADERSHIP**

Served on the Steering Committee of the forming Lexington Community Land Trust, served as the President of the Board of Director on the nascent agency from its formal inception to my retirement in 2020.





### LaTasha White

Lexington, KY 40508 \* 859-552-6780 \* lwhite\_21@yahoo.com

#### **Education**

Master of Science: Accounting

March 2015. Strayer University, Washington, DC.

Bachelor of Science in Business Administration: Accounting Concentration September 2006. Sullivan University, Lexington, KY.

#### **Key Skill Areas**

- ♣ Accounting
- **★** Residential Housing Construction & Maintenance
- **↓** Office Management
- **★** Database Design & Management

#### **Professional Work Experience**

V & D Construction, LLC March 2007 - 2019

Carried out full charge bookkeeping and office management. Implemented policies and procedures relative to efficient and effective business operation. Designed and maintained databases necessary to track and analyze business functions. Served as liaison for subcontractor, vendor and customer relations.

★ Construction Laborer – 2007 thru 2011

Assisted in the construction and rehabilitation of single family residential dwellings. Carried out various phases of development: footer & foundation formation, wall framing, installing windows, cabinetry, trim, accessories, etc. Referenced plan sets to lay out walls. Proficient with various power tools and equipment. Construction site supervision.

Fayette County Local Development Corporation - November 2009 thru Current

♣ Property Manager

Responsible for screening potential tenants and overseeing unit rehabilitations. Conducted periodic housing inspections and scheduling of maintenance repairs as necessary. Designed and maintained databases to track tenant information and maintenance schedules. Shadowed CHDO development grant management.

♣ Development Manager - August 2019 thru Current

Responsible for managing the process of constructing/rehabilitating affordable housing. LFUCG Home grant and AH grant application and award management. Procurement of property on which to build affordable housing, Maintain current inventory of 60 rental properties. Oversee current maintenance team. Implemented policies and procedures to protect current rental investments.

#### **Certifications**

- Professional Bookkeeper. October 2011
   Universal Accounting Center, Salt Lake City Utah
- QuickBooks Specialist. May 2010
   Universal Accounting Center, Salt Lake City, Utah
- Certified Housing Development Finance Professional. October 2018
   NDC

#### **Career Goals**



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/08/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER. AND THE CERTIFICATE HOLDER.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: Jessica Cinnamon PRODUCER PHONE (A/C, No, Ext): E-MAIL ADDRESS: (859) 281-9450 (859) 233-1461 (A/C, No): Al Torstrick Insurance Agency, Inc. jcinnamon@altorstrick.com 343 Waller Avenue Suite 101 NAIC # INSURER(S) AFFORDING COVERAGE 22543 Secura Insurance Companies KY 40504 Lexington INSURER A: INSURED INSURER B : Urban League of Lexington Fayette County INSURER C : 148 Deweese St INSURER D INSURER E : KY 40507 Lexinaton INSURER F: 2021-2022 REVISION NUMBER: CERTIFICATE NUMBER: **COVERAGES** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. INSD WVD TYPE OF INSURANCE POLICY NUMBER 1,000,000 COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED S 300,000 CLAIMS-MADE X OCCUR PREMISES (Ea occurrence 10,000 MED EXP (Any one person) 1,000,000 07/01/2021 07/01/2022 20-CP-003254990-11 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER 2,000,000 X POLICY PRODUCTS - COMP/OP AGG \$ 1,000,000 Professional Liability OTHER: COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 AUTOMOBILE LIABILITY BODILY INJURY (Per person) ANY AUTO SCHEDULED AUTOS NON-OWNED AUTOS ONLY OWNED AUTOS ONLY 07/01/2021 07/01/2022 BODILY INJURY (Per accident) \$ 20-A-003254991-11 Α PROPERTY DAMAGE \$ HIRED AUTOS ONLY s 1,000,000 UMBRELLA LIAB \$ EACH OCCURRENCE X OCCUR **EXCESS LIAB** 20-CU-003332567-1 07/01/2021 07/01/2022 AGGREGATE CLAIMS-MADE DED | RETENTION \$ 10,000 WORKERS COMPENSATION X PER STATUTE AND EMPLOYERS' LIABILITY 100,000 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT 20-WC-003270030-11 07/01/2021 07/01/2022 NIA 100,000 S F.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below 500.000 E.L. DISEASE - POLICY LIMIT Per Claim (D&O) 2,000,000 Directors & Officers 1,000,000 07/01/2021 07/01/2022 Per Incident (A&M) 20-CP-003254990-11 Abuse & Molestation 2,000,000 Aggregate DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. **LFUCG** 200 E Main Street AUTHORIZED REPRESENTATIVE Dosin & Connorm KY 40507 Lexington

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# SECURA Insurance Company COMMERCIAL PROTECTION POLICY Common Policy

RENEWAL DECLARATIONS

POLICY NO. 20-CP-003254990-11

RENEWAL OF 20-CP-003254990-10

**ACCOUNT NUMBER:** 7335222

NAMED INSURED AND MAILING ADDRESS

URBAN LEAGUE OF LEXINGTON FAYETTE COUNTY 148 DEWEESE ST LEXINGTON, KY 40507 AGENCY AND MAILING ADDRESS

160091

AL TORSTRICK INS AGY 343 WALLER AVE LEXINGTON, KY 40504-4510

(859) 233-1461

POLICY PERIOD: FROM 07/01/2021 TO 07/01/2022 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

THE NAMED INSURED IS: Corporation

BUSINESS DESCRIPTION: Human Services Premises NOC - High

PROGRAM: Human Services

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE COVERAGE PARTS FOR WHICH A PREMI MAY BE SUBJECT TO ADJUSTMENT	UM IS INDICATED.TI	HIS PREMIUM
		PREMIUM
COMMERCIAL PROPERTY	\$	6,611
COMMERCIAL GENERAL LIABILITY	\$	4,482
COMMERCIAL CRIME AND FIDELITY	\$	Not Covered
COMMERCIAL INLAND MARINE	\$	Not Covered
EMPLOYMENT PRACTICES LIABILITY	\$	Not Covered
CYBER SECURITY	\$	Not Covered
DIRECTORS AND OFFICERS LIABILITY	\$	1,943
ESTIMATED PC	DLICY PREMIUM \$	13,036
ESTIMATED	POLICY TOTAL \$	13,036.00

This is not a bill - Invoice to follow.

Total premium is payable in monthly installments.

### SECURA Insurance Company COMMERCIAL PROTECTION POLICY

Common Policy
RENEWAL DECLARATIONS

POLICY NO. 20-CP-003254990-11

INSURED: URBAN LEAGUE OF LEXINGTON FAYETTE

COUNTY

EFFECTIVE DATE: 07/01/2021
AGENCY: AL TORSTRICK INS AGY

#### FORMS AND ENDORSEMENTS APPLICABLE TO ALL COVERAGE PARTS

See Forms Schedule

NOTE: IF NO ENTRY APPEARS ON THE ABOVE ENDORSEMENTS, INFORMATION REQUIRED TO COMPLETE THE FORM WILL BE SHOWN ON THE SUPPLEMENTAL FORM DECLARATION IMMEDIATELY FOLLOWING THE APPLICABLE ENDORSEMENT.

THESE DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS, AND SUPPLEMENTAL FORM DECLARATION(S), IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

ILD 0003 2004

#### SECURA Insurance Company

#### COMMERCIAL PROTECTION POLICY

#### **Commercial Property Coverage Part**

RENEWAL DECLARATIONS

POLICY NO. 20-CP-003254990-11

RENEWAL OF 20-CP-003254990-10

**ACCOUNT NUMBER: 7335222** 

NAMED INSURED AND MAILING ADDRESS

URBAN LEAGUE OF LEXINGTON FAYETTE COUNTY 148 DEWEESE ST LEXINGTON, KY 40507

AGENCY AND MAILING ADDRESS

160091

AL TORSTRICK INS AGY 343 WALLER AVE LEXINGTON, KY 40504-4510

(859) 233-1461

**POLICY PERIOD:** FROM 07/01/2021 TO 07/01/2022 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

LOCATION: 1 BUILDING: 1

DESCRIPTION OF PREMISES

ADDRESS: 145 DEWEESE ST, LEXINGTON, KY 40507

VILDING DESCRIPTION: OFFICE

ROTECTION CLASS: 1 CONSTRUCTION: FRAME

**COVERAGES PROVIDED** 

Insurance At The Described Premises Applies Only For Coverages For Which A Limit Of Insurance Is Shown

COVERAGE	COVERED CAUSE OF LOSS	DEDUCTIBLE	COINSURANCE	LIMIT OF INSURANCE
Building	Special Including Theft	\$500	80%	\$280,605
		View Form	ı	
Inflation Guard: 6% Replacement Cost	24			
Business Personal Property	Special Including Theft	\$500	80%	\$127,482
		View Form	n	
Including Stock Inflation Guard : 4% Replacement Cost				

#### **COMMERCIAL PROTECTION POLICY**

#### **Commercial Property Coverage Part**

RENEWAL DECLARATIONS

POLICY NO. 20-CP-003254990-11

INSURED: URBAN LEAGUE OF LEXINGTON FAYETTE

COUNTY

EFFECTIVE DATE: 07/01/2021 AGENCY: AL TORSTRICK INS AGY

COVERAGE	COVERED CAUSE OF LOSS	DEDUCTIBLE	COINSURANCE	LIMIT OF INSURANCE
COVERAGE	COVERED CAUSE OF LOSS	DEDUCTIBLE	COINSURANCE	INSURAN

LOCATION: 1 BUILDING: 2

DESCRIPTION OF PREMISES

ADDRESS: 145 DEWEESE ST, LEXINGTON, KY 40507

BUILDING DESCRIPTION: STORAGE SPACE

PROTECTION CLASS: 1 CONSTRUCTION: JOISTED MASONRY

**COVERAGES PROVIDED** 

Insurance At The Described Premises Applies Only For Coverages For Which A Limit Of Insurance Is Shown

COVERAGE	COVERED CAUSE OF LOSS	DEDUCTIBLE COINSURAN	LIMIT OF ICE INSURAN
Building	Special Including Theft	\$500 80%	\$16,628
		View Form	
Inflation Guard: 6% Replacement Cost			
		(a) 400	
<b>Business Personal Property</b>	Special Including Theft	\$500 80%	\$16,899
		View Form	
Including Stock			
Inflation Guard: 4%			
Replacement Cost			

#### **COMMERCIAL PROTECTION POLICY Commercial Property Coverage Part**

RENEWAL DECLARATIONS

POLICY NO. 20-CP-003254990-11

INSURED: URBAN LEAGUE OF LEXINGTON FAYETTE

COUNTY

**EFFECTIVE DATE: 07/01/2021** AGENCY: AL TORSTRICK INS AGY

LOCATION: 2 BUILDING: 1

DESCRIPTION OF PREMISES

ADDRESS: 149 DEWEESE ST, LEXINGTON, KY 40507

BUILDING DESCRIPTION: OFFICE

PROTECTION CLASS: 1 CONSTRUCTION: FRAME

**COVERAGES PROVIDED** 

Insurance At The Described Premises Applies Only For Coverages For Which A Limit Of Insurance Is Shown

COVERAGE	COVERED CAUSE OF LOSS	DEDUCTIBLE	COINSURANCE	LIMIT OF INSURANCE
Building	Special Including Theft			\$175,629
		View Form		

Inflation Guard: 6% Replacement Cost

\$500 808 \$49,701 Special Including Theft **Business Personal Property** 

View Form

Including Stock Inflation Guard: 4% Replacement Cost

**ADDITIONAL INTEREST** 

FIRST STATE FINANCIAL Mortgageholders

PO BOX 400, Middlesboro, Kentucky

40965

Page 3 of 5

#### COMMERCIAL PROTECTION POLICY

#### **Commercial Property Coverage Part**

RENEWAL DECLARATIONS

POLICY NO. 20-CP-003254990-11

INSURED: URBAN LEAGUE OF LEXINGTON FAYETTE

COUNTY

EFFECTIVE DATE: 07/01/2021 AGENCY: AL TORSTRICK INS AGY

LOCATION: 3 BUILDING: 1

DESCRIPTION OF PREMISES

ADDRESS: 148 DEWEESE ST, LEXINGTON, KY 40507

BUILDING DESCRIPTION: OFFICE OTHER

PROTECTION CLASS: 1 CONSTRUCTION: FRAME

**COVERAGES PROVIDED** 

Insurance At The Described Premises Applies Only For Coverages For Which A Limit Of Insurance Is Shown

COVERAGE	COVERED CAUSE OF LOSS	DEDUCTIBLE	COINSURANCE	LIMIT OF INSURANCE
Building	Special Including Theft	\$500	80%	\$602,264
		View Form	ı	
Inflation Guard: 6% Replacement Cost				
Business Personal Property	Special Including Theft	\$500	80%	\$146 0
		View Form	ı	
Including Stock Inflation Guard : 4% Replacement Cost				
ADDITIONAL INTEREST				

POLICY OPTIONAL COVERAGES	LIMIT	FORM	
Water Back-up and Sump Overflow	View Form	CPE 0696	

CPD 0001 1301

Equipment Breakdown Wrap

Mortgageholders

Page 4 of 5

PO BOX 400, Middlesboro, Kentucky

HSB 5000

FIRST STATE FINANCIAL

View Form

40965

### COMMERCIAL PROTECTION POLICY

#### Commercial Property Coverage Part

RENEWAL DECLARATIONS

POLICY NO. 20-CP-003254990-11

INSURED: URBAN LEAGUE OF LEXINGTON FAYETTE COUNTY

EFFECTIVE DATE: 07/01/2021 AGENCY: AL TORSTRICK INS AGY

POLICY OPTIONAL COVERAGES	LIMIT	FORM
Human Services Wrap	View Form	CPT 3500
•		CPT 9099
		CPT 9000

TERRORISM COVERAGE IS ACCEPTED	ANNUAL CHARGE IS \$	16
F	PREMIUM	
	COMMERCIAL PROPERTY PREMIUM	\$6,611

#### FORMS AND ENDORSEMENTS

APPLYING TO COMMERCIAL PROPERTY AND MADE PART OF THIS POLICY AT TIME OF ISSUE:

See Forms Schedule

NOTE: IF NO ENTRY APPEARS ON THE ABOVE ENDORSEMENTS, INFORMATION REQUIRED TO COMPLETE THE FORM WILL BE SHOWN ON THE SUPPLEMENTAL FORM DECLARATION IMMEDIATELY FOLLOWING THE APPLICABLE ENDORSEMENT.

TSE DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE RM(S) AND ENDORSEMENTS, AND SUPPLEMENTAL FORM DECLARATION(S), IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY

#### **SECURA Insurance Company**

### COMMERCIAL PROTECTION POLICY Commercial General Liability Coverage Part

RENEWAL DECLARATIONS

POLICY NO. 20-CP-003254990-11

RENEWAL OF 20-CP-003254990-10

ACCOUNT NUMBER: 7335222

NAMED INSURED AND MAILING ADDRESS

URBAN LEAGUE OF LEXINGTON FAYETTE COUNTY
148 DEWEESE ST
LEXINGTON, KY 40507

AGENCY AND MAILING ADDRESS

160091

AL TORSTRICK INS AGY 343 WALLER AVE LEXINGTON, KY 40504-4510

(859) 233-1461

POLICY PERIOD: FROM 07/01/2021 TO 07/01/2022 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

COMMERCIAL GENERAL LIABILITY COVERAGE

COMMENSATE CENTER OF THE CONTRACT				
LIMITS OF INSURANCE				
GENERAL AGGREGATE LIMIT	\$2,000,000			
PRODUCTS – COMPLETED OPERATIONS AGGREGATE LIMIT	\$2,000,000			
PERSONAL INJURY & ADVERTISING INJURY LIMIT	\$1,000,000			
EACH OCCURRENCE LIMIT	\$1,000,000			
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$300,000	ANY ONE PREMISES		
MEDICAL EXPENSE LIMIT	\$10,000	ANY ONE PERSON		

ALL PREMISES YOU OWN, RENT OR OCCUPY:		
LOC	ADDRESS	
1	145 Deweese St, Lexington, KY 40507	
2	149 Deweese St, Lexington, KY 40507	
3	148 Deweese St, Lexington, KY 40507	

#### **COMMERCIAL PROTECTION POLICY**

#### **Commercial General Liability Coverage Part**

RENEWAL DECLARATIONS

POLICY NO. 20-CP-003254990-11
INSURED: URBAN LEAGUE OF LEXINGTON FAYETTE
COUNTY

EFFECTIVE DATE: 07/01/2021 AGENCY: AL TORSTRICK INS AGY

#### STATE: KY

			CLASSIFICAT	ION			
LOC	CLASSIFICATION	CODE	PREMIUM BASIS	EXPOSURE	PMS RATE	PDTS RATE	OTHER RATE
1.	Human Services	20003	Total	746,200	1.819	Included	
	Premises NOC - High		Expenditure				

	POLICY OPTIONAL COVERA		
COVERAGE	LIMIT	FORM	
Elite General Liability Wrap	View Form	CGT 2000	
Employment- Related	View Form	CG2147	
Practices Exclusion			
Amendment of Insured	View Form	CG2426	
Contract Definition			
Axclusion Fungi or Bacteria	View Form	CG2167	
Communicable Disease	View Form	CG2132	
Exclusion			
Additional Insured -	View Form	CG2026	
Designated Person Or			
Organization			
Professional Liability		SGE 2010	
Coverage			
Professional Liability Human	View Form	SGE 2001	
Services Schedule			
Human Services Liability	View Form	SGE 1000	
Wrap			
Abuse and Molestation	View Form	SGE 2015	
Limited Abduction Coverage	View Form	SIE 1050	
Exclusion - Liquor Liability	View Form	SGE 2103	
Exclusion Amusement Devices	View Form	SGE 2106	
Exclusion Fireworks	View Form	SGE 2105	
Exclusion Trampolines	View Form	SGE 2107	
Excess Provision	View Form	SGE 2401	
Exclusion Medical Payments	View Form	SGE 2137	
for Volunteers			
Exclusion Sports and Stunts	View Form	SGE 2108	
Abuse Or Molestation	View Form	CG2146	
Exclusion			

### COMMERCIAL PROTECTION POLICY Commercial General Liability Coverage Part

RENEWAL DECLARATIONS

POLICY NO. 20-CP-003254990-11

INSURED: URBAN LEAGUE OF LEXINGTON FAYETTE COUNTY

EFFECTIVE DATE: 07/01/2021 AGENCY: AL TORSTRICK INS AGY

TERRORISM COVERAGE IS ACCEPTED

ANNUAL CHARGE IS \$

5

PREMIUM	
COMMERCIAL GENERAL LIABILITY ADVANCE PREMIUM	\$ 4,482

#### **FORMS AND ENDORSEMENTS**

APPLYING TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE:

See Forms Schedule

NOTE: IF NO ENTRY APPEARS ON THE ABOVE ENDORSEMENTS, INFORMATION REQUIRED TO COMPLETE THE FORM WILL BE SHOWN ON THE SUPPLEMENTAL FORM DECLARATION IMMEDIATELY FOLLOWING THE APPLICABLE ENDORSEMENT.

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS, AND SUPPLEMENTAL FORM DECLARATION(S), IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Page 3 of 3



**SECURA Insurance Company** 

## COMMERCIAL PROTECTION POLICY Directors And Officers Liability Coverage Part

RENEWAL DECLARATIONS

POLICY NO. 20-CP-003254990-11

RENEWAL OF 20-CP-003254990-10

ACCOUNT NUMBER: 7335222
NAMED INSURED AND MAILING ADDRESS

URBAN LEAGUE OF LEXINGTON FAYETTE COUNTY 148 DEWEESE ST LEXINGTON, KY 40507 AGENCY AND MAILING ADDRESS

160091

AL TORSTRICK INS AGY 343 WALLER AVE LEXINGTON, KY 40504-4510

(859) 233-1461

POLICY PERIOD: FROM 07/01/2021 TO 07/01/2022 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

THE NAMED INSURED IS:

Corporation

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

NOT FOR PROFIT - DIRECTORS AND OFFICERS COVERAGE

NOT FOR PROFIT - DIRECTORS AND OFFICERS GOVERNGE		
LIMITS OF INSURANCE		
Directors and Officers Each Claim Limit	\$	1,000,000
Directors And Officers Aggregate Limit	\$	1,000,000
Deductible – Each Claim	\$	1,000
Retroactive Date: 11/01/2020		
THE NOT FOR PROFIT - DIRECTORS AND OFFICERS COVERAGE IS A CLAIMS-MADE A COVERAGE. DEFENSE COSTS APPLY AGAINST THE LIMITS OF INSURAN SUBJECT TO THE DEDUCTIBLE.	ND REPO	RTED ARE

ERRORISM COVERAGE IS ACCEPTED ANNUAL CHARGE IS		\$ 5
	PREMIUM	 
	DIRECTORS AND OFFICERS LIABILITY PREMIUM	\$ 1,943

### COMMERCIAL PROTECTION POLICY Directors And Officers Liability Coverage Part

RENEWAL DECLARATIONS

POLICY NO. 20-CP-003254990-11

INSURED: URBAN LEAGUE OF LEXINGTON FAYETTE

COUNTY

EFFECTIVE DATE: 07/01/2021 AGENCY: AL TORSTRICK INS AGY

#### FORMS AND ENDORSEMENTS APPLICABLE TO ALL COVERAGE PARTS

See Forms Schedule

NOTE: IF NO ENTRY APPEARS ON THE ABOVE ENDORSEMENTS, INFORMATION REQUIRED TO COMPLETE THE FORM WILL BE SHOWN ON THE SUPPLEMENTAL FORM DECLARATION IMMEDIATELY FOLLOWING THE APPLICABLE ENDORSEMENT.

THESE DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS, AND SUPPLEMENTAL FORM DECLARATIONS), IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Page 2 of 2



#### **COMMERCIAL LINES INSURANCE PROVISIONS**

This information page with "Policy Provisions" completes the below numbered

Company: SECURA Insurance Company

Policy Number: 20-CP-003254990-11	Account Number: 7335222
Renewal of 20-cp-003254990-10	

Named Insured and Mailing Address

Producer and Mailing Address

URBAN LEAGUE OF LEXINGTON FAYETTE COUNTY
148 DEWEESE ST
LEXINGTON, KY 40507

AL TORSTRICK INS AGY 343 WALLER AVE LEXINGTON, KY 40504

#### **OFFICER SIGNATURE PAGE**

In Witness Whereof, we have caused this policy to be executed and attested. If required by statute, it is countersigned by our authorized representative.

Quia P. Dei	David D. Grass
Secretary	President and CEO



# SECURA Insurance Company COMMERCIAL PROTECTION POLICY RATE FACTOR INFORMATION PAGE

POLICY NO. 20-CP-003254990-11

RENEWAL OF 20-CP-003254990-10

ACCOUNT NUMBER: 7335222
NAMED INSURED AND MAILING ADDRESS

URBAN LEAGUE OF LEXINGTON FAYETTE COUNTY 148 DEWEESE ST

148 DEWEESE ST LEXINGTON, KY 40507 **AGENCY AND MAILING ADDRESS** 

160091

AL TORSTRICK INS AGY 343 WALLER AVE LEXINGTON, KY 40504

(859) 233-1461

POLICY PERIOD: FROM 07/01/2021 TO 07/01/2022 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

#### RATE FACTOR INFORMATION PAGE

Your protection with SECURA Insurance includes valuable pricing adjustments. The premium for this policy includes the following factors:

Renewal Rewards of 10% for continuous years of protection. Thank you.

Account Credit of 7.5% for multiple policies in your account.

Rating factors will apply only to coverage premium development as permitted by rules on file with insurance departments. Other pricing factors determined based on each individual risk and policy type may also apply.

SECURA Insurance Company

#### WORKERS COMPENSATION & EMPLOYERS LIABILITY INSURANCE POLICY RENEWAL INFORMATION PAGE

POLICY NO. 20-WC-003270030-11 RENEWAL OF 20-WC-003270030-10

ITEM 1. ACCOUNT NUMBER: 7335222

NAMED INSURED AND MAILING ADDRESS

URBAN LEAGUE OF LEXINGTON FAYETTE COUNTY 148 DEWEESE ST LEXINGTON, KY 40507

AGENCY AND MAILING ADDRESS 160091

AL TORSTRICK INS AGY 343 WALLER AVE LEXINGTON, KY 40504

PROGRAM: Human Services

THIS POLICY IS BEING RENEWED AT RATES IN EFFECT ON THE DATE OF RENEWAL

OTHER WORKPLACES NOT SHOWN ABOVE: SEE SCHEDULE ATTACHED

EXTENDED NAMED INSURED: SEE SCHEDULE ATTACHED

INTERSTATE ID : BUREAU/RISK ID:

INSURED IS

: CORPORATION

INTRASTATE ID :

COMPANY # :

: xx-xxxx655 FEIN

NCCI # : 17426

ITEM 2. POLICY PERIOD is from 07/01/2021 to 07/01/2022 12:01 AM Standard Time at the Insured's mailing address. ITEM 3. COVERAGE

- A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: KENTUCKY
- B. Employers Liability Insurance: Part Two of the Policy applies to work in each state listed in item 3.A.

The limits of our Liability under Part Two are:

Bodily Injury by Accident \$ Bodily Injury by Disease \$

100,000 100,000 500,000 each accident each employee policy limit

Bodily Injury by Disease \$

- C.Other States Insurance: Part Three of the policy applies to the states, if any, listed here: ALL STATES EXCEPT ND, OH, WA, WY AND STATES DESIGNATED IN ITEM 3.A. OF THE INFORMATION PAGE
- D.This policy includes these endorsements and schedules: ILE 1002 1910 PLI 2020 2101 PLI 4001 2101 PLI 5095 2101 PLI 9900 0407 PLI 9959 0610 WC000000C 01-15 WC000414A 01-19 WC000419 01-01 WC000421E 01-21 WC000422C 01-21 WC000424 01-17 WC160305 06-07 WC160601 12-97 WC160602 10-99 WC990613C 01-21 WC990698 01-21 WC990699 11-07

ITEM 4. PREMIUM

The premium for this policy will be determined by our manual of Rules, Classifications, Rates and Rating Plans. All information below is subject to verification and change by audit.

CLASSIFICATIONS

SEE SCHEDULE OF CLASSIFICATIONS ON FOLLOWING PAGE(S)

1000DM ch02693 Page 1 of 3 WCD 0700 9601 06-21-21

SECURA Insurance Company

## WORKERS COMPENSATION & EMPLOYERS LIABILITY INSURANCE POLICE RENEWAL INFORMATION PAGE

POLICY NO. 20-WC-003270030-11 RENEWAL OF 20-WC-003270030-10

ITEM 1. ACCOUNT NUMBER: 7335222

NAMED INSURED AND MAILING ADDRESS

URBAN LEAGUE OF LEXINGTON FAYETTE COUNTY 148 DEWEESE ST LEXINGTON, KY 40507 AGENCY AND MAILING ADDRESS 160091

AL TORSTRICK INS AGY 343 WALLER AVE LEXINGTON, KY 40504

PROGRAM: Human Services

MINIMUM PREMIUM \$554 Collected in KY DEPOSIT PREMIUM

1,788

TOTAL SURCHARGES
AND TAXES

<u>\$</u> \$117 TOTAL ESTIMATED PREMIUM

PREMIUM ADJUSTMENT

PERIOD ANNUAL

This is not a bill - Invoice to follow.

Total premium is payable in monthly installments.

1000DM



**SECURA Insurance Company** 

# VORKERS COMPENSATION & EMPLOYERS LIABILITY INSURANCE POLICY RENEWAL INFORMATION PAGE

POLICY NO. 20-WC-003270030-11
RENEWAL OF 20-WC-003270030-10

ITEM 1. ACCOUNT NUMBER: 7335222

#### NAMED INSURED AND MAILING ADDRESS

URBAN LEAGUE OF LEXINGTON FAYETTE COUNTY
148 DEWEESE ST
LEXINGTON, KY 40507

#### AGENCY AND MAILING ADDRESS 160091

AL TORSTRICK INS AGY 343 WALLER AVE LEXINGTON, KY 40504

PROGRAM: Human Services

#### SCHEDULE OF CLASSIFICATIONS:

C L A S S I F I C A T I O N S	CODE NO	PREM BASIS ESTIMATED REMUNERATION	RATE PER \$100		ESTIMATED ANNUAL PREMIUM
`TATE: KY(16)					
CHOOL: PROFESSIONAL EMPLOYEES & CLERICAL	8868	379,448	.32	\$	1,214
COLLEGE: ALL OTHER EMPLOYEES	9101	IF ANY	2.59	\$	0
Outstanding Rate change, if applicable				\$	
Total Premium subject to the Experience Modification				\$	1,214
Association/Group Factor Modifier			1	\$	0
Schedule Credit/Debit	9889		1.15	\$	182
Terrorism	9740		.009	\$	34
Catastrophe (Other than Certified Acts of Terrorism)	9741		.02	\$	76
Kentucky Special Fund Assessment	0099		7.02%	\$	117
Minimum Premium: \$554		Total Sta	te Premium	\$	1,623
Loss Constant (where applicable)				\$	
Expense Constant Charge (KY)	0900			\$	165
Other States Premium				\$	
		Total Es	stimated Cost	\$	1,788
	DEPOS	IT PREMIUM			1,788
COUNTERSIGNED AT: DATE: DATE:		BY:			
		AUTH	IORIZED SIGNA	ATUR	E

ch02693

WCD 0700 9601

SECURA Insurance Company

### WORKERS COMPENSATION & EMPLOYERS LIABILITY INSURANCE POLI

EXTENDED NAME SCHEDULE

POLICY NO. 20-WC-003270030-11 RENEWAL OF 20-WC-003270030-10

ITEM 1. ACCOUNT NUMBER: 7335222

NAMED INSURED AND MAILING ADDRESS

URBAN LEAGUE OF LEXINGTON FAYETTE COUNTY 148 DEWEESE ST LEXINGTON, KY 40507

AGENCY AND MAILING ADDRESS 160091

AL TORSTRICK INS AGY 343 WALLER AVE LEXINGTON, KY 40504

INSURED EXTENDED NAMED

ENTITY NO. 2 SEQ. NO. 1 FEIN: XX-XXXX655

Lex Fay Co Urban League

UNEMPLOYMENT NO:

ENTITY NO. 3 SEQ. NO. 1 FEIN: XX-XXXX380

Fayette Development Corp

UNEMPLOYMENT NO:

ADDITIONAL

SECURA Insurance Company

# WORKERS COMPENSATION & EMPLOYERS LIABILITY INSURANCE POLICY SCHEDULE OF LOCATIONS

POLICY NO. 20-WC-003270030-11 RENEWAL OF 20-WC-003270030-10

ITEM 1. ACCOUNT NUMBER: 7335222

NAMED INSURED AND MAILING ADDRESS

URBAN LEAGUE OF LEXINGTON FAYETTE COUNTY
148 DEWEESE ST
LEXINGTON, KY 40507

AGENCY AND MAILING ADDRESS

160091

AL TORSTRICK INS AGY 343 WALLER AVE LEXINGTON, KY 40504

WORKPLACES

LOCATION NO.	1	145 DEWEESE ST
HOCKITON NO.	1	LEXINGTON, KY 40507
ENTITY CODE	1	
	_	
LOCATION NO.	1	145 DEWEESE ST
HOOMITON NO.	<u></u>	LEXINGTON, KY 40507
ENTITY CODE	2	
LOCATION NO.	1	145 DEWEESE ST
		LEXINGTON, KY 40507
ENTITY CODE	3	
LOCATION NO.	2	149 DEWEESE ST
		LEXINGTON, KY 40507
ENTITY CODE	1	
LOCATION NO.	2	149 DEWEESE ST
		LEXINGTON, KY 40507
ENTITY CODE	2	
LOCATION NO.	2	149 DEWEESE ST
		LEXINGTON, KY 40507
ENTITY CODE	3	
	-	

148 DEWEESE ST

LEXINGTON, KY 40507

LOCATION NO.

ENTITY CODE

3

1

#### SECURA Insurance Company

# WORKERS COMPENSATION & EMPLOYERS LIABILITY INSURANCE POLISIONS

POLICY NO. 20-WC-003270030-11 RENEWAL OF 20-WC-003270030-10

#### ITEM 1. ACCOUNT NUMBER: 7335222

#### NAMED INSURED AND MAILING ADDRESS

URBAN LEAGUE OF LEXINGTON FAYETTE COUNTY 148 DEWEESE ST LEXINGTON, KY 40507

#### AGENCY AND MAILING ADDRESS 160091

AL TORSTRICK INS AGY 343 WALLER AVE LEXINGTON, KY 40504

3	148 DEWEESE ST LEXINGTON, KY 40507	
2		
3	148 DEWEESE ST	
3	LEXINGTON, KI 40307	
	3 2 3 3	LEXINGTON, KY 40507

WCD 0704 9601 06-21-21 ch02693 Page 2 of 2

# WORKERS COMPENSATION & EMPLOYERS LIABILITY INSURANCE POLICY FORMS SCHEDULE

POLICY NO. 20-WC-003270030-11 RENEWAL OF 20-WC-003270030-10

ITEM 1. ACCOUNT NUMBER: 7335222

NAMED INSURED AND MAILING ADDRESS

URBAN LEAGUE OF LEXINGTON FAYETTE COUNTY 148 DEWEESE ST LEXINGTON, KY 40507 AGENCY AND MAILING ADDRESS

160091

AL TORSTRICK INS AGY 343 WALLER AVE LEXINGTON, KY 40504

#### WORKERS COMPENSATION

ILE 1002 1910	Company Contact Information - Policyholder Notice
PLI 2020 2101	Notice Regarding Your Policies With SECURA
PLI 4001 2101	Disclosure Pursuant To Terrorism Risk Insurance Act Terrorism Coverage Notice
PLI 5095 2101	Important Information about your policy -SECURA Insurance Companies Restructuring
PLI 9900 0407	Policyholder Information on Dividend Plan
LI 9959 0610	Kentucky Workers Compensation Advisory Notice
WC000000C 01-15	Workers Compensation And Employers Liability Insurance Policy
WC000414A 01-19	90-Day Reporting Requirement - Notification Of Change In Ownership Endorsement
WC000419 01-01	Premium Due Date Endorsement
WC000421E 01-21	Catastrophe (Other Than Certified Acts of Terrorism) Premium Endorsement
WC000422C 01-21	Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement
WC000424 01-17	Audit Noncompliance Charge Endorsement
WC160305 06-07	Kentucky Part One Workers Compensation Insurance Endorsement
WC160601 12-97	Kentucky Cancelation And Nonrenewal Endorsement
WC160602 10-99	Kentucky Notice Of Appeal Rights Endorsement
WC990613C 01-21	SECURA Insurance Mutual Holding Company Participation Provisions
WC990698 01-21	SECURA Insurance Mutual Holding Company Participation Endorsement
WC990699 11-07	Officer Signature Page

06-21-21

#### THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

# COMPANY CONTACT INFORMATION Policyholder Notice

We are taking the opportunity to advise you of SECURA's contact information:

Corporate Headquarters:

**SECURA Insurance Companies** 

1500 Mutual Way

Neenah, Wisconsin 54956-5401

Mailing Address:

PO Box 819

(For Payments, see Billing Invoice)

Appleton, Wisconsin 54912-0819

Corporate Headquarters Phone Number:

800-558-3405 (CT/ET)

866-356-7870 (MT/PT)

Middleton Office Phone Number:

877-705-7589

Claims Phone Number:

800-318-2136 (CT/ET)

866-356-7870 (MT/PT)

Website Address:

https://www.secura.net

If you have any questions or concerns, please contact your agent.



#### SECURA Insurance Company

# COMMERCIAL UMBRELLA POLICY

RENEWAL DECLARATIONS

POLICY NO. 20-CU-003332567-1

RENEWAL OF 20-CU-003332567-0

ACCOUNT NUMBER: : 7335222

NAMED INSURED AND MAILING ADDRESS

URBAN LEAGUE OF LEXINGTON FAYETTE COUNTY
148 DEWEESE ST

LEXINGTON, KY 40507

AGENCY AND MAILING ADDRESS

160091

AL TORSTRICK INS AGY 343 WALLER AVE

LEXINGTON, KY 40504-4510

(859) 233-1461

POLICY PERIOD: FROM 07/01/2021 TO 07/01/2022 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

THE NAMED INSURED IS: Corporation

BUSINESS DESCRIPTION: Human Services Premises NOC - High

PROGRAM: Human Services

I RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

RETAIN	ED LIMIT	
Self Insured Retention	\$	10,000

UMBRELLA COVERAGE		
LIMITS OF INSURANCE		
Each Occurrence Limit (Liability Coverages)	\$	1,000,000
Personal And Advertising Injury Limit	\$	1,000,000
Aggregate Limit (Liability Coverages) (except with respect to "covered autos")	\$	1,000,000
Other:		
Abuse and Molestation Coverage	View	Form SUE 2015

TERRORISM COVERAGE IS ACCEPTED.	NNUAL CH	ARGEIS \$20
PREMIUM		
POLICY PREMIUM (non-auditable	) \$	1,353
ADDITIONAL KY STATE SURCHARGE	\$	24.35

Page 1 of 3

ULD 0001 1301

#### SECURA Insurance Company

## **COMMERCIAL UMBRELLA POLICY**

**RENEWAL DECLARATIONS** 

POLICY NO. 20-CU-003332567-1

INSURED: URBAN LEAGUE OF LEXINGTON FAYETTE

COUNTY

EFFECTIVE DATE: 07/01/2021
AGENCY: AL TORSTRICK INS AGY

POLICY TOTAL \$ 1,377.35

This is not a bill - Invoice to follow.

Total premium is payable in monthly installments.

#### FORMS AND ENDORSEMENTS

APPLYING TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE:

See Forms Schedule

NOTE: IF NO ENTRY APPEARS ON THE ABOVE ENDORSEMENTS, INFORMATION REQUIRED TO COMPLETE THE FORM WILL BE SHOWN ON THE SUPPLEMENTAL IMMEDIATELY FOLLOWING THE APPLICABLE ENDORSEMENT.

SCHEDULE OF UNDERLYING INSURANCE

Commercial General Liability Underlying Information	Policy Number: 20-CP-0032549	90-11
Company: SECURA Insurance Company Each Occurrence Limit	\$	1,000,000
General Aggregate Limit	\$	2,000,000
Products-Completed Operations Aggregate Limit	\$	2,000,000
Personal And Advertising Injury Limit	\$	1,000,0
Other Coverages		
Abuse And Molestation	⊠Occurrence	□Claims Made
Each Incident Limit	\$	1,000,000
Aggregate Limit	\$	2,000,000
Professional Liability Schedule – Human Services	⊠Occurrence	□Claims <b>M</b> ade
Each "Wrongful Act" Limit	\$	1,000,000
Professional Liability Aggregate Limit	\$	2,000,000

Commercial Auto Liability Underlying Information Company: SECURA Insurance Company	Policy Numb	
Each Accident Limit	\$	1,000,000
Other Coverages		

Page 2 of 3

# SECURA Insurance Company COMMERCIAL UMBRELLA POLICY

RENEWAL DECLARATIONS

POLICY NO. 20-CU-003332567-1

.NSURED: URBAN LEAGUE OF LEXINGTON FAYETTE

COUNTY

EFFECTIVE DATE: 07/01/2021 AGENCY: AL TORSTRICK INS AGY

Employers Liability Underlying Information Company: SECURA Insurance Company	Policy Number: 20-WC-003270030-1	11
Bodily Injury By Accident – Each Accident	\$	100,000
Bodily Injury By Disease – Each Employee	\$	100,000
Bodily Injury By Disease Policy Limit	\$	500,000

Note: If you have any employee exposure in the State of New York, the Employers Liability limits are applicable only to bodily injury to your "non-subject employees" as defined under rule VIII – Limits of Liability, A.2. of the New York Workers Compensation And Employers Liability Manual.

THESE DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS, AND SUPPLEMENTAL FORM DECLARATION(S), IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Page 3 of 3



#### **COMMERCIAL LINES INSURANCE PROVISIONS**

This information page with "Policy Provisions" completes the below numbered

Company: SECURA Insurance Company

Policy Number: 20-cti-003332567-1 Account Number: 7335222

Renewal of: 20-cti-003332567-0

Named Insured and Mailing Address

Producer and Mailing Address

URBAN LEAGUE OF LEXINGTON FAYETTE COUNTY
148 DEWEESE ST
LEXINGTON, KY 40507

AL TORSTRICK INS AGY 343 WALLER AVE LEXINGTON, KY 40504

#### **OFFICER SIGNATURE PAGE**

In Witness Whereof, we have caused this policy to be executed and attested. If required by statute, it is countersigned by our authorized representative.

Secretary President and CEO



**SECURA Insurance Company** 

## COMMERCIAL UMBRELLA POLICY

KENTUCKY TAX SCHEDULE

POLICY NO. 20-CU-003332567-1

RENEWAL OF 20-CU-003332567-0

ACCOUNT NUMBER: 7335222 NAMED INSURED AND MAILING ADDRESS

URBAN LEAGUE OF LEXINGTON FAYETTE COUNTY 148 DEWEESE ST LEXINGTON, KY 40507 AGENCY AND MAILING ADDRESS

160091

AL TORSTRICK INS AGY 343 WALLER AVE LEXINGTON, KY 40504

(859) 233-1461

POLICY PERIOD: FROM 07/01/2021 TO 07/01/2022 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

#### KENTUCKY TAX SCHEDULE

Unit/Coverage	Municipality	Code	Annual Premium	%	LGP Tax	Collection Fee	Subtotal	1	State rcharge	Tota	l Tax Paid
TERRORISM	manicipality	Oout	\$ 20	-,75	\$	\$	\$	\$	.36	\$	.36
LIMBRELLA LAYER			\$ 1,333		s	\$	\$	\$	23.99	\$	23.99

A CONTRACTOR OF THE CONTRACTOR	State Surcharge	\$	24.35
	Total Tax Paid	6	24.35

#### SECURA Insurance Company

#### **COMMERCIAL UMBRELLA POLICY**

FORMS SCHEDULE

POLICY NO. 20-CU-003332567-1

RENEWAL OF 20-CU-003332567-0

ACCOUNT NUMBER: 7335222

NAMED INSURED AND MAILING ADDRESS

URBAN LEAGUE OF LEXINGTON FAYETTE COUNTY 148 DEWEESE ST LEXINGTON, KY 40507 **AGENCY AND MAILING ADDRESS** 

160091

AL TORSTRICK INS AGY 343 WALLER AVE LEXINGTON, KY 40504

(859) 233-1461

POLICY PERIOD: FROM 07/01/2021 TO 07/01/2022 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

NOTE: IF NO ENTRY APPEARS ON THE FOLLOWING ENDORSEMENTS, INFORMATION REQUIRED TO COMPLETE THE FORM WILL BE SHOWN ON THE SUPPLEMENTAL FORM DECLARATION IMMEDIATELY FOLLOWING THE APPLICABLE ENDORSEMENT

<b>COMMERCIAL UM</b>	BRELLA POLICY FORMS
IL0263 0908	Kentucky Changes - Cancellation And Nonrenewal
CU0001 0413	Commercial Liability Umbrella Coverage Form
CU0004 0509	Recording And Distribution Of Material Or Information In Violation Of Law
	Exclusion
CU2112 0900	Abuse Or Molestation Exclusion
CU2120 0900	Exclusion - Year 2000 Computer-Related And Other Electronic Problems -
	With Exception For Bodily Injury On Your Premises
CU2123 0202	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
CU2127 1204	Fungi Or Bacteria Exclusion
CU2130 0115	Cap On Losses From Certified Acts Of Terrorism
CU2136 0115	Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism
CU2141 0413	Exclusion - Counseling Services
CU2144 0115	Conditional Exclusion Of Terrorism (Relating To Disposition Of Federal
<b>(1)</b>	Terrorism Risk Insurance Act)
CU2146 0106	Exclusion Of Terrorism
CU2150 0305	Silica Or Silica-Related Dust Exclusion
CU2156 0606	Auto Exclusion Of Terrorism Coverage
CU2158 0509	Communicable Disease Exclusion
CU2423 1207	Coverage For Professional Services
CU2430 0413	Amendment Of Insured Contract Definition
CUE 1500 1801	Commercial Umbrella Liability Amendatory
CUE 2147 1301	General Liability Follow Form
IL0017 1198	Common Policy Conditions
ILE 0020 2101	SECURA Insurance Mutual Holding Company Participation Provisions
ILE 0195 1301	Asbestos Exclusion
ILE 0196 1301	Lead Liability Exclusion
ILE 1002 1910	Company Contact Information - Policyholder Notice
ILE 4000 1204	Liberalization
ILE 0197 1301	Punitive Damages Exclusion
PLI 4001 2101	Disclosure Pursuant To Terrorism Risk Insurance Act Terrorism Coverage
	Notice
PLI 5022 1301	Important Information On Uninsured/Underinsured Motorist Coverage Under
	Your Commercial Liability Umbrella Policy

ULD 0005 1301 Page 1 of 2

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#### SECURA Insurance Company

## COMMERCIAL UMBRELLA POLICY

RENEWAL DECLARATIONS

POLICY NO. 20-CU-003332567-1

RENEWAL OF 20-CU-003332567-0

ACCOUNT NUMBER:: 7335222

NAMED INSURED AND MAILING ADDRESS

URBAN LEAGUE OF LEXINGTON FAYETTE COUNTY 148 DEWEESE ST LEXINGTON, KY 40507 AGENCY AND MAILING ADDRESS

160091

AL TORSTRICK INS AGY 343 WALLER AVE

LEXINGTON, KY 40504-4510

(859) 233-1461

POLICY PERIOD: FROM 07/01/2021 TO 07/01/2022 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

THE NAMED INSURED IS: Corporation

BUSINESS DESCRIPTION: Human Services Premises NOC - High

PROGRAM: Human Services

I RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

RETAIN	ED LIMIT	
Self Insured Retention	\$	10,000

UMBRELLA COVERAGE		
LIMITS OF INSURANCE		
Each Occurrence Limit (Liability Coverages)	\$	1,000,000
Personal And Advertising Injury Limit	\$	1,000,000
Aggregate Limit (Liability Coverages) (except with respect to "covered autos")	\$	1,000,000
Other:		
Abuse and Molestation Coverage	View	Form SUE 2015

TERRORISM COVERAGE IS ACCEPTED.	ANNU	JAL CHARGE IS	\$ 20
PREMIUM			
POLICY	REMIUM (non-auditable) \$		1,353
ADDITIONAL	KY STATE SURCHARGE \$	=======================================	24.35

Page 1 of 3

# SECURA Insurance Company COMMERCIAL UMBRELLA POLICY

RENEWAL DECLARATIONS

POLICY NO. 20-CU-003332567-1

INSURED: URBAN LEAGUE OF LEXINGTON FAYETTE COUNTY

EFFECTIVE DATE: 07/01/2021 AGENCY: AL TORSTRICK INS AGY

POLICY TOTAL \$ 1,377.35

This is not a bill - Invoice to follow.

Total premium is payable in monthly installments.

#### FORMS AND ENDORSEMENTS

APPLYING TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE:

See Forms Schedule

NOTE: IF NO ENTRY APPEARS ON THE ABOVE ENDORSEMENTS, INFORMATION REQUIRED TO COMPLETE THE FORM WILL BE SHOWN ON THE SUPPLEMENTAL IMMEDIATELY FOLLOWING THE APPLICABLE ENDORSEMENT.

SCHEDULE OF UNDERLYING INSURANCE

Commercial General Liability Underlying Information Company: SECURA Insurance Company	Policy Numbe	
Each Occurrence Limit	\$	1,000,000
General Aggregate Limit	\$	2,000,000
Products-Completed Operations Aggregate Limit	\$	2,000,000
Personal And Advertising Injury Limit	\$	1,000,0
Other Coverages		*
Abuse And Molestation	⊠Occurrenc	e □Claims Made
Each Incident Limit	\$	1,000,000
Aggregate Limit	\$	2,000,000
Professional Liability Schedule – Human Services	⊠Occurrenc	e □Claims Made
Each "Wrongful Act" Limit	\$	1,000,000
Professional Liability Aggregate Limit	\$	2,000,000

Commercial Auto Liability Underlying Information Company: SECURA Insurance Company	Policy Numb	
Each Accident Limit	\$	1,000,000
Other Coverages		

Page 2 of 3

# SECURA Insurance Company COMMERCIAL UMBRELLA POLICY

RENEWAL DECLARATIONS

POLICY NO. 20-CU-003332567-1
.NSURED: URBAN LEAGUE OF LEXINGTON FAYETTE
COUNTY

EFFECTIVE DATE: 07/01/2021
AGENCY: AL TORSTRICK INS AGY

Employers Liability Underlying Information Company: SECURA Insurance Company	Policy Number: 20-WC-003270030-11		
Bodily Injury By Accident - Each Accident	\$	100,000	
Bodily Injury By Disease – Each Employee	\$	100,000	
Bodily Injury By Disease – Policy Limit	\$	500,000	

Note: If you have any employee exposure in the State of New York, the Employers Liability limits are applicable only to bodily injury to your "non-subject employees" as defined under rule VIII – Limits of Liability, A.2. of the New York Workers Compensation And Employers Liability Manual.

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Page 3 of 3



#### **COMMERCIAL LINES INSURANCE PROVISIONS**

This information page with "Policy Provisions" completes the below numbered

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Policy Number: 20-cu-003332567-1 Account Number: 7335222

Renewal of: 20-cu-003332567-0

Named Insured and Mailing Address

**Producer and Mailing Address** 

URBAN LEAGUE OF LEXINGTON FAYETTE COUNTY
148 DEWEESE ST
LEXINGTON, KY 40507

AL TORSTRICK INS AGY 343 WALLER AVE LEXINGTON, KY 40504

#### **OFFICER SIGNATURE PAGE**

In Witness Whereof, we have caused this policy to be executed and attested. If required by statute, it is countersigned by our authorized representative.

Secretary President and CEO



#### SECURA Insurance Company

## COMMERCIAL UMBRELLA POLICY

KENTUCKY TAX SCHEDULE

POLICY NO. 20-CU-003332567-1

RENEWAL OF 20-CU-003332567-0

ACCOUNT NUMBER: 7335222
NAMED INSURED AND MAILING ADDRESS

URBAN LEAGUE OF LEXINGTON FAYETTE COUNTY 148 DEWEESE ST LEXINGTON, KY 40507 AGENCY AND MAILING ADDRESS

160091

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(859) 233-1461

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#### KENTUCKY TAX SCHEDULE

Unit/Coverage	Municipality	Code	Annual Premium	%	LGP Tax	Collection Fee	Subtotal	4	State rcharge	Total	Tax Paid
TERRORISM			\$ 20		\$	\$	\$	\$	.36	\$	.36
UMBRELLA LAYER			\$ 1,333		\$	\$	\$	\$	23.99	\$	23.99

10	Otata Curahara	T &	24.35
	State Surcharge	φ	24.00
	Total Tax Paid	\$	24.35

#### SECURA Insurance Company

#### **COMMERCIAL UMBRELLA POLICY**

FORMS SCHEDULE

POLICY NO. 20-CU-003332567-1

RENEWAL OF 20-CU-003332567-0

**ACCOUNT NUMBER: 7335222** 

NAMED INSURED AND MAILING ADDRESS

URBAN LEAGUE OF LEXINGTON FAYETTE COUNTY 148 DEWEESE ST LEXINGTON, KY 40507 **AGENCY AND MAILING ADDRESS** 

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AL TORSTRICK INS AGY 343 WALLER AVE LEXINGTON, KY 40504

(859) 233-1461

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<b>COMMERCIAL UM</b>	BRELLA POLICY FORMS
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CU0001 0413	Commercial Liability Umbrella Coverage Form
CU0004 0509	Recording And Distribution Of Material Or Information In Violation Of Law
	Exclusion
CU2112 0900	Abuse Or Molestation Exclusion
CU2120 0900	Exclusion - Year 2000 Computer-Related And Other Electronic Problems -
	With Exception For Bodily Injury On Your Premises
CU2123 0202	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
CU2127 1204	Fungi Or Bacteria Exclusion
CU2130 0115	Cap On Losses From Certified Acts Of Terrorism
CU2136 0115	Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism
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CU2146 0106	Exclusion Of Terrorism
CU2150 0305	Silica Or Silica-Related Dust Exclusion
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PLI 4001 2101	Disclosure Pursuant To Terrorism Risk Insurance Act Terrorism Coverage
	Notice
PLI 5022 1301	Important Information On Uninsured/Underinsured Motorist Coverage Under
	Your Commercial Liability Umbrella Policy

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# SECURA Insurance Company COMMERCIAL UMBRELLA POLICY

FORMS SCHEDULE

POLICY NO. 20-CU-003332567-1
INSURED: URBAN LEAGUE OF LEXINGTON FAYETTE
COUNTY

EFFECTIVE DATE: 07/01/2021 AGENCY: AL TORSTRICK INS AGY

PLI	5095	2101	Important Information about your policy -SECURA Insurance Companies
			Restructuring
SGE	2103	1301	Exclusion - Liquor Liability
SGE	2105	1301	Exclusion - Fireworks
SGE	2106	1301	Exclusion - Amusement Devices
SGE	2107	1301	Exclusion - Trampolines
SGE	2108	1301	Exclusion - Sports and Stunts
SUE	1000	2101	Human Services Amendatory
SUE	2015	1301	Abuse And Molestation Coverage

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### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# KENTUCKY CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- **A.** Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:
  - 2. Cancellation Of Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 14 days before the effective date of cancellation.

- **B.** The following is added to the **Cancellation** Common Policy Condition:
  - 7. Cancellation Of Policies In Effect For More Than 60 Days
    - a. If this policy has been in effect for more than 60 days or is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:
      - (1) Nonpayment of premium;
      - (2) Discovery of fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or in presenting a claim under the policy;

- (3) Discovery of willful or reckless acts or omissions on your part which increase any hazard insured against;
- (4) The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed;
- (5) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;
- (6) We are unable to reinsure the risk covered by the policy; or
- (7) A determination by the commissioner that the continuation of the policy would place us in violation of the Kentucky insurance code or regulations of the commissioner.





# HOMEGROWN BANKING DECISIONS MADE NEXT DOOR



#### Summary

Parcel Number Location Address 11519800 148 DEWEESE ST LEXINGTON KY 40507

Tax District Tax Rate Acres

District 01 1.2727 0.073

Legal Description Property Class

F-718 L F U C G (148 DE WEESE) LOT E-EXEMPT

PVA Neighborhood Land Use Code

732 - NORTHSIDE (420) C-OFFICE 02

USA/RSA Map Map Block

013

Lot Subdivision

LFUCG (148 DE WEESE)

Cabinet/Slide

F-718

ND-1 Zone Overlay PDR

Map Scale

100 Block

LFUCG Zoning

B-2A - DOWNTOWN FRAME BUSINESS

Deeded SqFt Frontage / Out of

3,180 35/



URBAN LEAGUE OF LEXINGTON FAYETTE CO 167 W MAIN ST **LEXINGTON KY 40507** January 1, 2022 Owner URBAN LEAGUE OF LEXINGTON FAYETTE CO

#### **Commercial Improvement Information**

**Building No** 

Structure Code/Desc 353-OFIC BLD L/R

Year Built

1976 2,676

Above Grade Sqft Total Basement Sqft

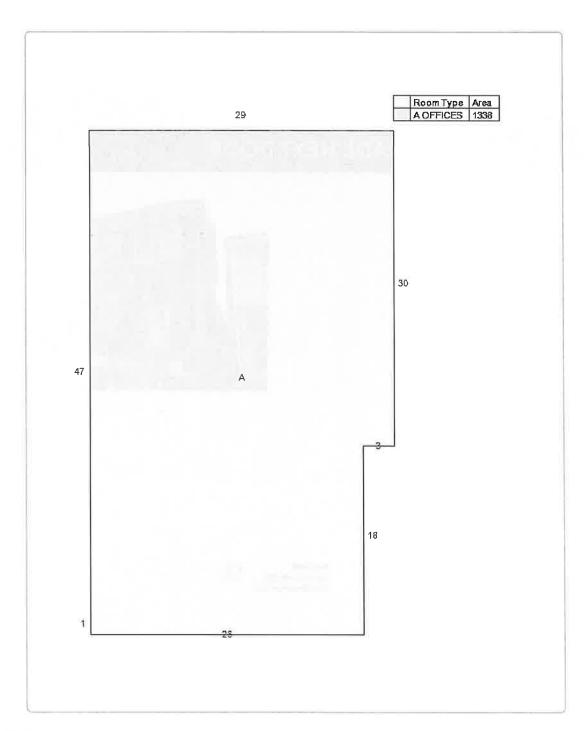
#### Sales

Sale Date		Deed Book	Deed Page	Sales Validity	Owner	Previous Owner	Recording
1/27/1998	\$25,000	1959	128	ANNUAL TWICE-SOLD PROPERTY	URBAN LEAGUE OF LEXINGTON FAYETTE CO	CONWOOD PROPERTIES INC	1959 128
1/20/1998	\$6,500	1959	123	MASTER COMMISSIONER SALE	URBAN LEAGUE OF LEXINGTON FAYETTE CO	URBAN LEAGUE OF LEXINGTON FAYETTE CO	1959 123
9/8/1995	\$48,000	1808	123	ARMS LENGTH TRANSACTION	CONWOOD PROPERTIES !	DALTON ANNA DEL	1808 123

#### Valuation

	2022	2021	2020	2019
Fair Cash Value	\$25,000	\$25,000	\$25,000	\$25,000
Agricultural Value Land	\$0	\$0	\$0	\$0
Agricultural Value Total	\$0	\$0	\$0	\$0
Exempt	\$25,000	\$25,000	\$25,000	\$25,000
Taxable Value	\$O	\$0	\$0	\$0

#### Sketches



Photos



No data available for the following modules: Assessment Notice, Residential Improvement Information, Accessory Information, Comparable Sales List,

The Fayette County Property Valuation Administrator's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation.

User Privacy Policy
GDPR Privacy Notice

Last Data Upload: 6/21/2022, 5:24:47 AM



Version 2:3.201

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