

## **AGREEMENT**

THIS AGREEMENT (hereinafter "Agreement"), made and entered into on the \_\_\_ day of \_\_\_\_\_ 2019, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS chapter 67A (hereinafter "Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of its **OFFICE OF HOMELESSNESS PREVENTION AND INTERVENTION** and its **OFFICE OF AFFORDABLE HOUSING** (hereinafter "Sponsors"), and, **ANALYTIC INSIGHT**, with offices located at 60 Pine Street, Suite 3, Lewiston, Maine 04240 (hereinafter "Consultant").

## **RECITALS**

**WHEREAS**, the Government and Sponsors desire to develop a five (5) year strategic plan to end and reduce homelessness in Fayette County;

**WHEREAS**, the Government and Sponsors solicited Requests for Proposals from public organizations and private non-profit organizations to provide this plan through RFP 31-2019 – Consultant to Develop Five-Year Strategic Plan to Reduce and End Homelessness in Fayette County;

**WHEREAS**, the Consultant submitted a proposal which was deemed by the Government and the Sponsors to be the best and most responsive proposal to develop this five (5) year strategic plan.

## **WITNESSETH**

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants herein expressed, the Government and the Consultant agree as follows:

1. Government hereby retains Consultant for the period beginning on December 1, 2019, and continuing for a period of ten (10) months, through and until September 30, 2020. Either party may terminate this Agreement at any time and for any reason by providing the other party with at least sixty (60) days advance written notice of termination.

2. This Agreement shall include the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

A. Exhibit "A" – RFP #31-2019, consisting of 44 pages;

B. Exhibit "B" – Consultant's Formal Proposal to RFP #31-2019, consisting of 46 pages.

In the event of a conflict between and among the provisions of these documents the provisions of this Agreement shall prevail, followed by the provisions of Exhibit "A", and then Exhibit "B".

3. Government shall pay Consultant the sum of **Fifty Thousand and 00/100 Dollars (\$50,000.00)**. Payments for services required by this Agreement, said services being more particularly described in pages 36 through 40 of Exhibit A attached hereto and incorporated herein by reference, shall be made at each milestone expressed in Exhibit A upon submission of a corresponding deliverable and invoice. All reports shall reflect the services and programs directly related to

the funding provided by Lexington-Fayette Urban County Government with emphasis on measurable outcomes, and specifically outlined in the funding application.

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

5. Consultant shall perform all duties and services included in their response Exhibit "B" attached hereto faithfully and satisfactorily at the time, place and for the duration prescribed herein. Additionally, all duties and services stated in Exhibit A are expressly required for complete fulfillment and satisfaction of this Agreement. Compensation paid pursuant to this Agreement shall be used exclusively for the services set forth in said Exhibits and for no other purpose. Any alteration in the nature of such services and duties constitutes an amendment to this Agreement and must be in writing signed by both parties. Consultant shall keep itself fully informed of all federal and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify Government, its officers, agents and employees against any claim or liability arising from and based on the Consultant's violation of any such laws, ordinances or regulations.

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

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

8. Government may designate such persons as may be necessary to monitor and evaluate the services rendered by the Consultant. The Government, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. This includes access to all data collected by the Consultant in the

course of delivering services under this Agreement. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Consultant, nor to constitute the Consultant as an agent of the Government.

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

10. Consultant shall adopt a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Consultant conducts business. The policy shall be submitted to Sponsor(s) for review within thirty (30) days of the execution of this Agreement.

11. Consultant shall not assign any interest, obligation, or benefit of this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent of LFUCG.

12. Consultant expressly agrees to abide the General Conditions and Risk Management Provisions included in Exhibit "A" which is attached hereto and incorporated herein by reference.

13. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Consultant acknowledges and agrees that any claims, legal proceedings or litigation arising in connection with this Agreement or the Services provided hereunder shall be brought solely in Fayette County, Kentucky.

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

15. If any particular provision of this Agreement is determined to be invalid or unenforceable, that determination will not affect any other provision hereto, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of this Agreement will be effective unless it is described in writing and signed by the Parties.

16. Notice – Any written notice required by this Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Consultant:

Analytic Insight  
60 Pine Street, Suite 3  
Lewiston, Maine 04240  
Attn: Amy Flowers, President

For Government:

Lexington-Fayette Urban County Government  
101 East Vine Street  
Lexington, Kentucky 40507  
Attn: Polly Ruddick, Director  
Office of Homelessness  
Prevention & Intervention

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

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

BY: \_\_\_\_\_  
LINDA GORTON, MAYOR

ATTEST:

\_\_\_\_\_  
Clerk of the Urban County Council

ANALYTIC INSIGHT

BY: \_\_\_\_\_  
AMY FLOWERS, PRESIDENT

THE STATE OF MAINE

COUNTY OF ( \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to and acknowledged  
before me by Amy Flowers as President for and on behalf of Analytic Insight, on  
this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_