

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2013, by and between Lexington-Fayette Urban County Government, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Kentucky 40507 (hereinafter referred to as “Government”), and Volunteers of America of Kentucky, Inc. a non-stock, non-profit Kentucky corporation organized pursuant to KRS Chapter 273, and located at 333 Waller Avenue, Lexington, Kentucky 40504 (hereinafter referred to as “Administrator”).

RECITALS

WHEREAS, the Government has allocated funding from the Government’s 2013 General Fund for the purpose of providing emergency housing to homeless families;

WHEREAS, the Administrator leases units for the purpose of providing emergency housing to homeless families;

WHEREAS, the Government has earmarked funds to assist the Administrator with defraying the costs of the aforementioned leased units;

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, the parties hereto agree as follows:

ARTICLE I

Obligations of the Government:

To provide Eight Thousand and 00/100 Dollars (\$8,000.00) of general fund dollars to support the rental of units for emergency housing for homeless families in Lexington-Fayette County.

ARTICLE II

Obligations of the Administrator:

1. To operate and maintain units leased as emergency shelter for homeless families.
2. To provide support and referral services to all participants for the purpose of encouraging self-sufficiency.
3. To expend all funds by June 30, 2013.

ARTICLE III

Additional Provisions:

1. The Administrator shall submit an invoice to the Government showing all expenses for operating costs, and include copies of lease agreements.
2. The Administrator must maintain current accurate records necessary to document compliance with government requirements for a period of three (3) years following final expenditure of grant funds. These records shall include, but not be limited to: receipts, payroll, demographic data on clientele, and other relevant records. The Government will have access to and the right to inspect, copy, audit, and examine all such records.
3. The Administrator will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, or handicap. The Administrator shall state in all solicitations or advertisements for employees that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, sex, age, national origin, or handicap.
4. The Administrator shall comply with the requirements of Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3601 through 3619, and all implementing regulations and executive orders and shall comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and the prohibitions against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794).

5. The Administrator shall comply with Local Ordinance 201-99, more commonly known as the Fairness Ordinance passed by the Lexington-Fayette Urban County Council on July 8, 2009, adding sexual orientation and gender identity as protected classes against discrimination in housing, employment and public accommodations.
6. Administrator agrees to defend, indemnify, and hold harmless Government from any and all losses or claims of whatever kind, that are in any way incidental to, or connected with, or that arise or alleged to have arisen, directly or indirectly, in whole or in part, from the execution, performance, or breach of this contract by Administrator, including any environmental problems, including, without limitation, soil and/or water contamination, and remedial investigations and feasibility studies thereof, which exist at or prior to the contract commencement date, regardless of when such losses or claims are made or incurred. This indemnity agreement shall in no way be limited by any financial responsibility, or loss control requirements below, and shall survive the termination of this contract;

For the purposes of this Indemnity Provision:

- A. The word "defend" includes, but is not limited to, investigating, handling, responding to, resisting, providing a defense for, and defending claims, at Administrator's expense, using attorneys approved in writing by Government, which approval shall not be unreasonably withheld.
- B. The word "claims" includes, but is not limited to, claims, demands, liens, suits, notices of violation from Governmental agencies, and other causes of action of whatever kind.
- C. The word "losses" includes, but is not limited to: attorney fees and expenses; costs of litigation; court or administrative costs; judgments; fines; penalties; interest; all environmental cleanups and remediation costs of whatever kind; and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Administrator and Government, and damage to, or destruction of, any property, including the property of Government.
7. No right, benefit, or advantage inuring to the Administrator and no burden imposed on the Administrator hereunder may be assigned or otherwise transferred without the prior written approval of the Government.
8. This agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the Government and the Administrator.
9. This agreement can be terminated upon a 30 day written notice if Administrator fails to comply with any term of the award. This agreement may be terminated for convenience upon 30 days written notice by the Government.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____

JIM GRAY, MAYOR

ATTEST:

Clerk of Urban County Council

ADMINISTRATOR: VOLUNTEERS OF AMERICA OF KENTUCKY, INC.

BY: _____

Authorized Official

Printed Name