

AGREEMENT

THIS AGREEMENT (hereinafter referred to as "Agreement"), made and entered into this ____ day of _____ 2018, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS 67A, (hereinafter referred to as "Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of its **DIVISION OF ENVIRONMENTAL SERVICES** (hereinafter referred to as "DES"), and **NEW LIFE DAY CENTER**, 224 N Martin Luther King Blvd., Lexington, Kentucky 40507 (hereinafter referred to as "New Life").

RECITALS

WHEREAS, the Government, through DES, desire to implement a litter pick-up service, which would reduce litter in Fayette County and provide social service relief for individuals who are actively panhandling in Fayette County;

WHEREAS, the Government, through DES, has witnessed the success of the similarly designed pilot program through the Office of Homelessness Prevention and Intervention and for this reason solicited Request for Proposals from interested non-profit organizations for a permanent program to provide this service through RFP #14-2018; and

WHEREAS, the New Life submitted a proposal which was deemed by the Government and DES, to be the best and most responsive proposal to implement the Litter Pickup Services with Panhandler Participation.

WITNESSETH

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

(1) The above recitals are incorporated herein by reference, as if fully stated. This Agreement shall include the following additional documents, which is attached hereto and incorporated herein by reference as if fully stated:

- (a) Exhibit "A" – RFP #14-2018, consisting of 41 pages;
- (b) Exhibit 'B' – New Life's Formal Response to RFP #14-2018, consisting of 14 pages.

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

(2) The Government hereby retains New Life for the period beginning on September 1, 2018, and continuing for a period of two (2) years. This Agreement shall automatically renew on an annual basis for up to two (2) additional one (1) year terms, unless either party provides the other with at least sixty (60) days advance written notice. Notwithstanding the above, the Government may terminate this Agreement at any time upon providing sixty (60) days written notice of that intent. Payment for services performed prior to effective date of termination shall be made, provided these services were provided in a manner consistent with this Agreement.

(3) The Government shall pay New Life an amount not to exceed **Two Hundred Thousand and 00/100 Dollars (\$200,000.00)** for the initial two (2)

years of the Agreement, to be used exclusively for the operation and administration of the Program described in Exhibit A. Each renewal term shall be an amount not to exceed One Hundred and 00/100 Dollars (\$100,000.00) per year. Payment shall be made to New Life on a cost reimbursement basis upon submission of a financial report and invoice. Invoices for reimbursement shall be submitted no more often than once a month and no less than once a quarter. The Government shall not reimburse New Life for any costs incurred prior to execution of this Agreement nor for any costs not outlined in this Agreement, Exhibit A, and not necessary for the successful operation of the program.

Additionally, a financial monthly report and a program report indicating number of individuals served and outcomes directly related to the funding provided by the Government shall be submitted to DES. Forms for both the financial and program reports will be provided.

(4) New Life shall perform all duties and services included in Exhibit "A" and Exhibit "B) attached hereto faithfully and satisfactorily at the time, place and for the duration prescribed herein. Compensation paid pursuant to this Agreement shall be used exclusively for the services set forth in said Exhibits and for no other purpose.

(5) New Life 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 New Life's violation of any such laws, ordinances or regulations.

(6) New Life 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 New Life have been registered for the current tax year by New Life in the office of DES, and New Life shall not be compensated unless and until such registration has taken place.

(7) New Life shall, on such forms as the DES shall provide, submit to DES an annual report and financial statement which summarize the previous year's activities regarding the services enumerated in the Exhibits attached hereto.

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

(9) Government may designate such persons as may be necessary to monitor

and evaluate the services rendered by New Life. 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 New Life 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 RFP, nor to constitute New Life as an agent of the Government.

(10) New Life 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.

(11) New Life 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 New Life conducts business. The policy shall be submitted to DES for review within thirty (30) days of the execution of this Agreement.

(12) New Life 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 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.

(14) Notice – Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For New Life: New Life Day Center
224 N Martin Luther King Blvd.
Lexington, KY 40507
Attn: Steve Polston

For Government: Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Attn: Susan Plueger, Director
Division of Environmental Services

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

NEW LIFE DAY CENTER

BY: _____
Jim Gray, Mayor

BY: Steve Polston
Title: Founder & Board Chair

ATTEST:

Clerk of the Urban
County Council