

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") dated this 1st day of September 2025.

BETWEEN:

Lexington-Fayette Urban County Government
200 E. Main Street, Lexington, KY 40507
(the "Client")

- AND -

Kenya Ballard of 3256 Sweet Clover Lane, Lexington, KY 40509 USA (the "Contractor").

BACKGROUND:

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The Client hereby agrees to engage the Contractor to provide the Client with services (the "Services") consisting of: *Kenya Ballard will be the point of contact for those seeking survivor supports from ONE Lexington and for referral sources. This includes but is not limited to sharing information on how to apply, notices of status of application, notice of necessary requirements for receiving services, sharing of potential community support services, and conducting bi-weekly check-ins via email. The contractor will liaise with the appropriate ONE Lexington staff in determining the status of application process and payment.*

2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.
3. The Client will work to build synergy among the survivor community through collaboration and networking with agencies and program providing support and advocacy services to or on the behalf of survivors of gun violence.

Term of Agreement

4. The term of this Agreement (the "Term") will begin on the date that both parties have executed this Agreement and will remain in full force and effect for Fiscal Year 2026, beginning September 1, 2025, through June 30, 2026.
5. Either Party may terminate this Agreement at any time for any reason by giving thirty (30) days advance written notice to the other party.

Currency

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in US Dollars.

Compensation

7. For the services rendered by the Contractor as required by this Agreement, the total amount of compensation paid to Contractor shall not exceed \$ 20,000. The client will provide compensation (the "Compensation") to the Contractor as follows: A maximum of twenty hours a week at a rate of \$25 dollars an hour for a total of 800 hours a year in Fiscal Year 2026.

Reimbursement of Expenses

8. In connection with providing the Services hereunder, the Contractor will only be reimbursed for expenses that have been approved in advance.
9. The Contractor will furnish vouchers to the Client for all such expenses.

10. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
11. The Contractor agrees that it will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client. This obligation will survive the expiration or termination of this Agreement and will continue indefinitely.
12. All written and oral information and materials disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.
13. Parties agree that this provision shall not be interpreted so as to violate the Kentucky Open Records Act.

Return of Property

16. Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

Capacity/Independent Contractor

17. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.

18. **Exhibit A**

Scope of Services

Survivor Support Liaison

CONTRACTOR shall be the point of contact for those seeking survivor support from ONE Lexington and for referral sources. This includes but is not limited to sharing information on how to apply, notices of status of application, notice of necessary requirements for receiving services, and sharing of potential community support services. The contractor will liaise with the appropriate ONE Lexington staff in determining the status of application process and payment

Notice

19. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing to the client and delivered to the Parties of this Agreement as follows:

- a. LFUCG: 200 E. Main Street, Lexington, KY 40507
- b. Attn: Devine Carama
- c. Kenya Ballard
3256 Sweet Clover Lane,
Lexington, KY 40509, USA

Modification of Agreement

20. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Assignment

21. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

22. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement. This independent Contractor Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations or agreements either written or oral.

Inurement

23. This Agreement will ensure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

Titles/Headings

24. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

25. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

28. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed

in accordance with and governed, to the exclusion of the law of any other forum, by the laws of Kentucky, without regard to the jurisdiction in which any action or special proceeding may be instituted. The venue for any action or proceeding arising under this Agreement shall be in a court of competent jurisdiction in Fayette County, Kentucky.

Severability

29. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

30. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____ the day of _____, 2025.

Mayor Linda Gorton, LFUCG

_____ signature _____

Kenya Ballard

_____ signature _____
Per: _____ (Seal)