

AGREEMENT

THIS AGREEMENT (hereinafter referred to as "Agreement"), made and entered into this 27th day of April 2017, 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 **OFFICE OF HOMELESSNESS PREVENTION AND INTERVENTION** (hereinafter referred to as "OHPI"), and **NEW LIFE DAY CENTER**, 224 Martin Luther King, Jr., Blvd., Lexington, Kentucky 40508 (hereinafter referred to as "New Life").

RECITALS

WHEREAS, the Government, through OHPI, and New Life desire to implement a "Change for the Better" jobs van program (hereinafter referred to as the "Program") aimed at providing short-term employment opportunities for people requesting financial assistance through panhandling or other similar means;

WHEREAS, the Government wishes to provide a vehicle and funding to New Life for operating and administrative expenses directly associated with this Program that proposes to provide paid employment opportunities for individuals, who would otherwise be soliciting money on Lexington-Fayette County streets or public rights of way; and

WHEREAS, the Government and New Life have agreed to basic terms for operating this Program.

WITNESSETH

NOW THEREFORE, for and in consideration of the mutual promises 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 herein. This Agreement shall include the following additional documents, which are attached hereto and incorporated herein by reference:

(a) Exhibit "A" – Change for the Better Jobs Van Program Scope;

(2) The Government shall pay New Life an amount not to exceed **Fifty Thousand and 00/100 Dollars (\$50,000.00)**, to be used exclusively for the operation and administration of the Program described in Exhibit A. 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, New Life shall provide a financial report and a program report indicating the number of individuals served and outcomes directly related to the funding provided by the Government. Forms for both the financial and program reports will be provided.

(3) In addition, the Government shall transfer ownership of the 2003 Ford E350, 15-passenger van, with vehicle identification number 1FBSS3LX3HA18660, to New Life for the purpose of operating the Program described in Exhibit A. Upon

transfer, New Life assumes ownership of this vehicle as is and is responsible for all maintenance, repair, operating expenses, and required and necessary insurance and legal liability. New Life may utilize funds provided by the Government under this Agreement to pay for maintenance and repair, operating expense, required and necessary insurance, and any other costs which are necessary to utilize the van for purposes of operating the Program described in Exhibit A. Should the vehicle transferred to New Life become inoperable due to accident or mechanical failure, New Life shall be responsible for securing suitable transportation to operate this Program through the completion of the term of this agreement.

(4) New Life shall utilize funds provided under this agreement only for those expenses outlined in Exhibit A unless the Director of the LFUCG Office of Homelessness Prevention & Intervention has provided written consent in advance of the expenditure. The services required by this Agreement, said services being more particularly described in Exhibit A, shall be provided over the term of this Agreement.

(6) The term of this Agreement shall be for a period of twelve (12) months. This Agreement shall begin upon execution and continue for a period of twelve (12) months. Notwithstanding the above, the Government may terminate this Agreement at any time and for any reason by providing New Life with at least thirty (30) days advance notice of termination.

(7) The terms and conditions of this Agreement may be extended or amended at any time by mutual agreement of the parties in writing. Modifications to the Agreement shall be in compliance with the Notice section of this Agreement.

(8) New Life shall faithfully and satisfactorily perform and provide the duties and services included in Exhibit A 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 Exhibit A 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.

(9) The parties agree that each shall remain, independent contractors with respect to all services performed under this Agreement. Nothing is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the LFUCG and New Life, or as constituting either party as the agent, servant, representative, or employee of the other for any purpose or in any manner whatsoever.

(10) New Life agrees to defend, indemnify, and hold the Government, its officers, agents, and employees harmless 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 Agreement. This indemnity agreement shall in no way be limited by any financial responsibility and shall survive the termination of this agreement;

(11) **NOTICES.** All notices allowed or required to be given hereunder must be in writing dispatched by United States mail, or hand delivered to the parties at the following:

FOR GOVERNMENT:

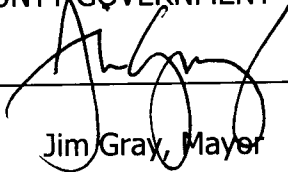
Lexington-Fayette Urban County Government
Phoenix Building
101 East Vine Street, Ste 175
Lexington, KY 40507
Attn: Charlie Lanter

FOR NEW LIFE:


New Life Day Center
224 Martin Luther King, Jr., Blvd.
Lexington, KY 40508
ATTN: Steve Polston

IN WITNESS WHEREOF, this Agreement is executed as of the day first written
above.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: 
Jim Gray, Mayor

NEW LIFE DAY CENTER

BY: 
Title: Founder & Board Chair

ATTEST: 
Clerk, Urban County Council

Change for the Better Jobs Van Program

Scope of Work

The mission of the Change for the Better Jobs Van Program is to provide work-based earning opportunities for people who would otherwise be asking for money on the streets of Lexington. It is not a substitute for regular employment. The Lexington-Fayette Urban County Government (LFUCG) and New Life Day Center (New Life) have partnered to provide this service with New Life providing all services and LFUCG reimbursing New Life for all eligible expenses. Under this agreement:

LFUCG Shall:

- Provide to New Life one passenger van for operating the program. LFUCG shall convey ownership of the van to New Life having completed exterior modifications promoting the program (paint/wrap) at LFUCG's expense.
- Reimburse New Life upon invoice for all eligible expenses. Eligible expenses include vehicle fuel, maintenance, and insurance; salary, taxes and fringe benefits for one driver/coordinator for time spent working in the program; salary, taxes and fringe benefits for program participants at an hourly rate not to exceed \$9/hour; food for driver/operator and participants; necessary tools and equipment such as safety vests, gloves, garden tools, etc.; administrative costs such as personnel for supervision and contract management, information technology, etc., not to exceed 10% of total reimbursements; miscellaneous expenses approved in advance by LFUCG.
- Provide New Life with a primary contact for identifying work sites and identify a work site and clearly identified tasks for participants by the close of business each day before a day of scheduled van operation.
- Provide necessary logistical support for assigned work, such as pickup of collected trash/debris.
- Assist New Life with marketing and promotion of the jobs van program as part of a larger public education program.

New Life Shall:

- At least twice weekly a driver/operator will leave from New Life no later than 8:30 a.m. pick up people who would otherwise ask for money on Lexington streets or public rights of way.
- Not operate the van more than twice weekly without prior authorization from LFUCG.
- On days of operation, van and participants shall arrive no later than 9:30 a.m. at a site previously identified by LFUCG and perform requested work.
- On days of operation provide 6 hours of paid work time for participants, contacting the LFUCG primary contact if additional work is needed or if work for the day was not completed.
- Collect and retain all necessary information from program participants including names, Social Security numbers, demographics, housing status, and income (documentation/evidence not required).

Data Points/Outcomes:

Monthly Report Form

Outcome	Monthly Target	Result	Results for Month	Cumulative Results
Target Days of Operation	8	Actual Days of Operation		
Target Number of Participants	64	Actual Number of Participants		
Target Number of Unduplicated Participants	35	Actual Number of Unduplicated Participants		
Target Number of Participants in Need of Housing Placed in Permanent Housing	4	Actual Number of Participants in Need of Housing Placed in Permanent Housing		
Target Number of Participants Obtaining Regular Employment Outside of Program	12	Actual Number of Participants Obtaining Regular Employment Outside of Program		