

AGREEMENT

THIS AGREEMENT (hereinafter referred to as "Agreement"), made and entered into this ____ day of May 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 **OFFICE OF HOMELESSNESS PREVENTION AND INTERVENTION** (hereinafter referred to as "OHPI"), and **OFFICE OF THE FAYETTE COUNTY CIRCUIT COURT CLERK**, 120 N. Limestone, Suite 103, Lexington, Kentucky 40507 (hereinafter referred to as "FCCCC").

RECITALS

WHEREAS, the Government, through OHPI, and FCCCC desire to implement a program that provides Commonwealth of Kentucky identification cards ("ID Cards") for individuals who are experiencing homelessness, at no cost to them;

WHEREAS, the Government, through OHPI, and FCCCC, wish to support the development of Homeless I.D. Project;

WITNESSETH

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein expressed, the Government and FCCCC agree as follows:

- (1) The above recitals are incorporated herein by reference, as if fully stated.
- (2) The Government shall pay FCCCC an amount not to exceed **Six Thousand and 00/100 Dollars (\$6,000.00)**, to be used exclusively for the provision of ID Cards for homeless individuals. The services required by this

Agreement, shall be provided over the term of this Agreement. Payment shall be made in full upon execution of this agreement and FCCCC shall submit program reports monthly indicating number of individuals served. Reports shall reflect the services directly related to the funding provided by the Government. Forms for program reports will be provided to FCCCC by OHPI.

(3) FCCCC shall provide ID Cards which are compliant with Kentucky state law. All ID Cards provided, shall be done once and if a participant has provided all required documentation.

(4) This Agreement shall begin upon execution and continue for a period of twelve (12) months or until all funds provided to FCCCC by OHPI have been expended. Notwithstanding the above, either party may terminate this Agreement at any time and for any reason by providing the other party with at least thirty (30) days advance notice of termination.

(5) 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.

(6) FCCCC shall perform and provide the duties and services 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 this Agreement 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.

(7) 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 FCCCC, or as constituting either party as the agent, servant, representative, or employee of the other for any purpose or in any manner whatsoever.

(8) To the extent provided by law, FCCCC 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;

(9) **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:

LFUCG
Phoenix Building
101 East Vine Street, Ste. 175
Lexington, KY 40507
Attn: Polly Ruddick

FOR FCCCC:

Office of the Fayette County Circuit
Court Clerk
120 N. Limestone, Suite 103
Lexington, KY 40507
ATTN: Vincent Riggs

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

OFFICE OF THE FAYETTE COUNTY
CIRCUIT COURT CLERK

BY: _____

Jim Gray, Mayor

BY: _____

Title: _____

ATTEST:

Clerk, Urban County Council