

## **AGREEMENT**

THIS AGREEMENT (hereinafter referred to as "Agreement"), made and entered into this \_\_\_\_ day of April 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 **DOWNTOWN LEXINGTON PARTNERSHIP**, 316 West High Street, Lexington, Kentucky 40507 (hereinafter referred to as "DLP").

## **RECITALS**

**WHEREAS**, the Government, through OHPI, and DLP desire to implement a pilot program entitled the Night Ambassador jobs program, aimed at providing temporary, part-time employment opportunities for currently homeless individuals;

**WHEREAS**, the Government wishes to provide funding to DLP for operating and administrative expenses directly associated with the implementation of this employment program and;

**WHEREAS**, the Government and DLP have agreed to basic terms for operating this employment program.

## **WITNESSETH**

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

- (1) The above recitals are incorporated herein by reference, as if fully stated.

- (2) This Agreement shall include the following additional document, which is attached hereto as Exhibit A, Night Ambassador Program Scope of Work and incorporated herein by reference as if fully stated. In the event of a conflict between and among the provisions of these documents, the provisions of this Agreement shall prevail, followed by Exhibit A.
- (3) The Government shall pay DLP an amount not to exceed **One hundred and One Thousand Dollars (\$101,000.00)**, to be used exclusively for the operation and administration of the Night Ambassador Pilot Program described in Exhibit A.
- (4) DLP shall utilize funds provided under this agreement only for those expenses outlined in Exhibit A above 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.
- (5) Payments shall be made on a cost reimbursement basis upon submission of a financial report and invoice no more often than monthly, and a program report indicating number of individuals employed, hours worked and additional social service outcomes. Both reports shall reflect the services and programs directly related to the funding provided by the Government. Forms for both the financial and program reports will be provided.
- (6) The term of this Agreement shall be for a period of six (6) months. This Agreement shall begin May 1, 2018 and continue for a period of six (6)

months, thereafter. Notwithstanding the above, the Government may terminate this Agreement at any time and for any reason by providing DLP with at least thirty (30) days advance notice of termination.

- (7) DLP acknowledges that the LFUCG is a governmental entity, and the Agreement validity is based upon the availability of public funding. In the event that public funds are unavailable and not appropriated for the performance of the Government's obligations under this Agreement, then this Agreement shall automatically expire without penalty to the Government thirty (30) days after written notice to the DLP of the unavailability and non-appropriation of public funds. It is expressly agreed that the Government shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.
- (8) DLP shall perform and provide the duties and services included in Exhibit A 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 Exhibit 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 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.

- (10) 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 Government and DLP, or as constituting either party as the agent, servant, representative, or employee of the other for any purpose or in any manner whatsoever.
- (11) DLP 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.
- (12) **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, Suite 175  
 Lexington, KY 40507  
 Attn: Polly Ruddick

**FOR DLP:**

Downtown Lexington Partnership  
 316 West High Street  
 Lexington, KY 40507  
 ATTN: Terry Sweeney

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

LEXINGTON-FAYETTE URBAN  
 COUNTY GOVERNMENT

Downtown Lexington Partnership

BY: \_\_\_\_\_  
Jim Gray, Mayor

BY: \_\_\_\_\_  
Terry Sweeney,  
President and CEO

ATTEST:

\_\_\_\_\_  
Clerk, Urban County Council