

AGREEMENT

THIS AGREEMENT (the “Agreement”), made and entered into on the _____ day of _____ 2023, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A (the “LFUCG”), located at 200 East Main Street, Lexington, KY 40507, on behalf of its Department for Housing Advocacy & Community Development, and **NAMI LEXINGTON (KY), INC.**, a Kentucky 501(c)(3) non-profit organization (the “Organization”), whose address is 498 Georgetown St, Suite 100, Lexington, KY 40508.

WITNESSETH

WHEREAS, Organization is a non-profit organization that provides assistance to families, caregivers, and Individuals whose life experience includes living with a serious and persistent mental illness; and

WHEREAS, pursuant to Urban County Council Resolution No. R-354-2023, Organization and LFUCG executed a Subrecipient Agreement for the operation of the Fayette Mental Health Court, at a cost not to exceed \$170,000.00, using funds awarded under the American Rescue Plan Act (ARPA); and

WHEREAS, the parties desire to enter this Agreement related to the operation of the Fayette Mental Health Court, at a cost not to exceed \$55,000.00, using funds allocated from the Fiscal Year 2024 General Fund to support Organization’s Aftercare Alumni Program and to fund improvements to the Organization’s data collection software (the “Project”).

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. **Recitals**. The above recitals are incorporated herein as a part of this Agreement.
2. **Term**. This Agreement shall have an effective date of July 1, 2023, and continue through June 30, 2024 (the “Term”), unless earlier terminated.
3. **Use of Funds**. Organization agrees that the Project contemplated herein shall include the activities outlined and more specifically described in **Exhibit “A”**, which is attached hereto and incorporated by reference as if fully stated herein, in a timely and professional manner (the “Activities”).
4. **Funds; Method of Payment**. LFUCG shall pay Organization a total amount not to exceed **Fifty-Five Thousand Dollars and 00/100 Cents (\$55,000.00)** for the performance of the Activities (the “Funds”).

- a. Payments shall be made on a quarterly basis for the costs incurred for providing the Activities, only after receipt of quarterly invoices from Organization. The Funds are limited to the Activities provided herein and may not be spent by Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise, any travel or other expenses are included in the above payment.
 - b. LFUCG shall make payment under this Agreement upon timely submission of an invoice(s) from Organization specifying that the Activities have been performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for the Activities performed to date. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that the Activities performed or materials provided for the Activities are inadequate or defective.
 - c. LFUCG also reserves the right to reject any invoice submitted for Activities more than sixty (60) days after the Activities were rendered.
5. **Reporting.** Upon request and subject to the reporting deadlines set forth herein, Organization shall provide LFUCG with financial reports and updates related to the provisions of the Activities in the form and manner reasonably specified by LFUCG.

- a. Organization shall provide a quarterly report to LFUCG as follows:

<u>Reporting Period</u>	<u>Reporting Deadline</u>
July 2023-September 2023	October 15, 2023
October 2023-December 2023	January 15, 2024
January 2024-March 2024	April 15, 2024
April 2024-June 2024	July 15, 2024

- b. Organization shall provide a final year-end report and financial statement which summarizes the previous year's activities regarding the Activities to LFUCG within sixty (60) days of the end of the Term, or by August 29, 2024.
6. **Termination.** LFUCG may terminate this Agreement for any reason whatsoever by providing the other party with at least thirty (30) days advance written notice. Organization shall be entitled to payment of all work performed up to that period of time, calculated on a reasonable basis.
- a. In the event of a termination based upon a material condition of nonperformance or default by the Organization, Government shall provide Organization advance written notice and a reasonable period of time to cure the breach.

- b. Organization may only terminate this Agreement based upon Government's failure to timely pay for properly reported and accepted work. Organization shall provide Government with at least thirty (30) days advance written notice and an opportunity to cure prior to termination.
- 7. **Records**. Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the Activities for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.
 - a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement.
 - b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.
- 8. **Access**. Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement.
- 9. **Contractual Relationship Only**. In no event shall the parties to this Agreement be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise. Furthermore, Organization represents that it has, or will secure at its own expense, all fully qualified personnel required to perform the Activities.
- 10. **Registration; Compliance; Authority to Sign**. Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.
- 11. **Equal Opportunity; Fairness Ordinance**. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this

Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

12. Sexual Harassment. Organization must adopt or have adopted 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 Organization conducts business. The policy shall be made available to LFUCG upon request.

13. Annual Audit. Organization agrees that all revenue and expenditures related to this Agreement shall be audited at least annually by independent certified public accountants who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. A copy of this audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG each year of the Agreement.

14. Investment. Any investment of the funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

15. Indemnification. Organization shall defend, indemnify and hold harmless LFUCG and/or its officers, agents, employees, representatives, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of or resulting from this Agreement. Organization understands that LFUCG is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner associated with the use of the Funds.

16. Insurance. At all times relevant to the performance of this Agreement, Organization shall maintain insurance coverages in at least the following amounts, which shall be properly filed and approved by the Kentucky Department of Insurance. Evidence of such coverage shall be made available to Government upon request. The following minimum insurance amounts are required:

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability	\$1 million per occurrence, \$2 million aggregate
Professional (E&O) Liability	\$1 million per claim
Worker's Compensation	Statutory Limits
Employer's Liability	\$100,000.00

17. No Assignment. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

18. No Third Party Rights. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

19. Kentucky Law and Venue. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

20. Amendments. By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

21. Notice. Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization:

NAMI LEXINGTON, (KY) INC.
498 Georgetown Street, Suite 100
Lexington, Kentucky 40508
Attn: Phil Gunning, Executive Director

For Government:

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Attn: Office of the Commissioner, Housing Advocacy & Community Development

22. Waiver. The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.

23. Entire Agreement. This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month, and year first above written.

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**

BY: _____
LINDA GORTON, MAYOR

ATTEST:

Clerk of the Urban County Council

NAMI LEXINGTON (KY), INC.

BY: _____
PHIL GUNNING, EXECUTIVE DIRECTOR

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2023, by Phil Gunning, Executive Director of NAMI LEXINGTON (KY), INC., a Kentucky non-profit organization.

Notary Public, State At Large, Kentucky
My Commission Expires: _____
Commission Number: _____

EXHIBIT "A"

LIST OF PROJECT ACTIVITIES

Aftercare Alumni Program: Healthy continuing recovery habits are actively encouraged and incentivized. In this peer-driven model, clients themselves are encouraged to develop and lead groups, actively support their peers in recovery, and assist staff in developing appropriate modifications to adapt program to changing needs.

Organization will use the Funds from LFUCG under this Agreement to pair clients with mentors that will support participants through the paradigms utilized in the mental health court program. Alumni will join participants in a variety of groups and activities. Alumni will also model to participants that the FMHC program is a viable, long-term, and ultimately sustainable alternative to incarceration and cycles of recidivism.

Data Collection Software: Data analysis and reporting are critical components for operating the Fayette Mental Health Court ("MHC").

Organization will use the Funds from LFUCG under this Agreement to perform the following activities:

1. Partner with the UK College of Social Work to migrate MHC legacy data.
2. Combine multiple databases into one Access-based database expanding ability to track a variety of indicators and enhance reporting capabilities.
3. Update a white paper annually to include detailed reporting of the efficacy of the program and any improvements made or suggested by the data collection and analysis efforts.