

## AGREEMENT

THIS AGREEMENT (hereinafter "Agreement"), made and entered into on the \_\_\_\_ day of April 2021, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS chapter 67A (hereinafter "Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of its Department of Social Services (hereinafter "Sponsor"), and, **YOU MATTER KENTUCKY!, INC.**, a Kentucky non-profit corporation, with offices located at Fayette District Court, 150 N. Limestone, Lexington, Kentucky 40507 (hereinafter "Organization").

## RECITALS

WHEREAS, the Government desires to partner with appropriate organizations and entities that provide assistance to promote protection and care for children within Fayette County who require mental health treatment, and where applicable, substance abuse treatment;

WHEREAS, the Government understands such partnerships will increase public safety and decrease recidivism rates for juvenile offenders by focusing on the overall wellness of Fayette County juveniles;

WHEREAS, the Organization requires funding for the creation of the Fayette County Juvenile Treatment Court (hereinafter "Juvenile Treatment Court") to accomplish the above-stated goals; and,

WHEREAS, the Government, through its Sponsor, is committed to providing support to the Organization in order to assist the creation of Juvenile Treatment Court.

## WITNESSETH

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants herein expressed, the Government and the Organization agree as follows:

1. Government shall pay Organization the sum of **One Hundred Thousand dollars (\$100,000.00)** for the services required by this Agreement. This funding will assist the Organization in establishing and providing the services outlined in paragraph 3 through at least December 31, 2021.

2. The Organization understands and agrees that the Government is only committing to funding the services provided by the Organization under this agreement for the term provided herein and is not obligated to provide any additional funding. Notwithstanding the above, nothing shall preclude the parties from entering into a new agreement to provide additional funding.

3. **Scope of Services.** Compensation paid pursuant to this Agreement shall be exclusively for the services set forth in this numbered paragraph and for no other purposes. Organization shall perform the following services:

(a) Create a participant-centered individual program plan, with an integrated approach, involving court supervision, mental health treatment services, education, and personal accountability for court-involved juveniles;

(b) Receive, process, and screen all appropriate referrals for eligibility into the Juvenile Treatment Court;

(c) Employ a Juvenile Treatment Court Case Administrator, who along with Juvenile Treatment Court Presiding Judges, will:

- i. Monitor all participants' in Juvenile Treatment Court as they progress in their individual program and treatment plan;
- ii. Monitor all participants' ongoing family, education, and social environments;
- iii. Monitor all participants as they interface and interact with the Juvenile Justice system;

4. Organization shall keep itself fully informed of all federal and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify and hold harmless Government, its officers, agents and employees against any claim or liability arising from and based on the Organization's violation of any such laws, ordinances or regulations.

5. Organization represents that it has filed all federal, state and local income tax returns required by law in the legally prescribed time and manner. This Agreement shall not become effective unless and until copies of all of the executed originals of the aforementioned tax returns filed for the Organization have been registered for the current tax year by the Organization in the office of the Sponsor, and the Organization shall not be compensated unless and until such registration has taken place.

6. The Organization shall, on such forms as the Sponsor shall provide, submit to Sponsor any required annual report and financial statement, which summarizes the year's activities regarding the services enumerated.

7. Books of accounts shall be kept by the Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Organization. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Organization, shall be maintained at the principal place of business of the Organization as set forth in this Agreement. Government shall have free and complete access to any and all of the books, papers and affairs of the Organization that relate to the performance of this Agreement, at all reasonable times, and if it desires, it may request an audit and examination of the books and papers of the Organization that relate to the performance of this Agreement, by auditors, accountants, and/or attorneys. Any examination shall be at the expense of the Government.

8. Government may designate such persons as may be necessary to monitor and evaluate the services rendered by the Organization. The Government, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. This includes access to all data collected by the Organization in the course of delivering services under this Agreement. Inspection and monitoring of the work by these authorities shall in no manner be presumed

to relieve in any degree the responsibility or obligations of Organization, nor to constitute the Organization as an agent of the Government.

9. Organization shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex or age, shall promote equal employment, and shall cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

10. Organization shall adopt 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 submitted to Sponsor for review within thirty (30) days of the execution of this Agreement.

11. This Agreement contains the entire agreement between the parties, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed hereon. 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.

12. Organization agrees that it shall comply with any applicable laws or ordinances with respect to the investment of any funds received hereunder.

13. No failure or delay by the Government in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. Further, no failure or delay by Government in exercising any right, remedy, power or privilege under or in respect of this Agreement shall affect the rights, remedies, powers or privileges of the Government hereunder or shall operate as a waiver thereof.

14. Ability to Meet Obligations: The Organization affirmatively states that there are no actions, suits or proceedings of any kind pending or threatened against it by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of the Organization to perform its obligations under this Agreement, or which question the legality, validity or enforceability hereof or thereof.

15. The Organization shall have thirty (30) days after written to cure any material breach of the terms of this agreement. Any such breach must be cured to the reasonable satisfaction of the Government. In the event of any nonperformance, Organization will be entitled to an offset for services actually performed.

16. If any term or provision of this Agreement shall be found to be illegal or unenforceable, the remainder of the Agreement shall remain in full force and such term or provision shall be deemed stricken.

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

For Organization:

You Matter KY!  
d/b/a Juvenile Treatment Court  
Fayette District Court  
150 N. Limestone, 5<sup>th</sup> floor  
Lexington, KY 40507  
ATTN: Judge Lindsay Hughes Thurston

For Government:

Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, Kentucky 40507  
Attn: Chris Ford

IN WITNESS WHEREOF, the parties have executed this Agreement at  
Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

YOU MATTER KY!, INC.

BY: \_\_\_\_\_  
Linda Gorton, Mayor

BY: \_\_\_\_\_  
Lindsay Hughes Thurston, Judge

\_\_\_\_\_  
Melissa Moore Murphy, Judge

ATTEST:

\_\_\_\_\_  
Clerk of the Urban  
County Council

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