

**AMENDMENT TO THE AGREEMENT**

THIS AMENDMENT TO THE AGREEMENT (hereinafter referred to as "Agreement"), made and entered into this 15 day of <sup>November</sup> ~~December~~ 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 entered into an Agreement dated April 26, 2018 (hereinafter referred to as the "Agreement" attached hereto as Exhibit A) for services provided through the implemented Night Ambassador Jobs program;

**WHEREAS**, in accordance with Section 9 of the Agreement, the Government, on behalf of OHPI, and DLP desire to amend the Agreement to extend the terms of the Agreement and modify the funding amount.

**WITNESSETH**

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

1. Government hereby retains DLP for an additional five (5) month period beginning on November 1, 2018, up to and including March 31, 2019.

This Agreement shall include the following additional document, which is attached hereto as Exhibit B, Night Ambassador Program Scope of Work and incorporated herein by reference as if fully stated.

2. The Government will decrease the Agreement total sum of **One hundred and One Thousand Dollars (\$101,000.00)**, to an amount not to exceed **Thirty-three Thousand Two Hundred and Eighty Nine Dollars and Eight Cents (\$33,289.08)**, to be used exclusively for the operation and administration of the Night Ambassador Pilot Program described in Exhibit B.
3. In the event of a conflict between the terms of this Amendment and the terms of the Agreement, this Amendment shall control. All other terms of the Agreement shall remain unchanged and remain in full force and effect.

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

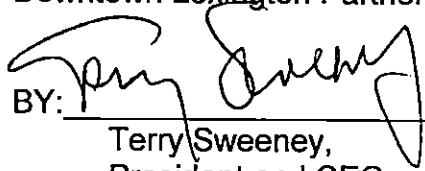
LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

BY: \_\_\_\_\_

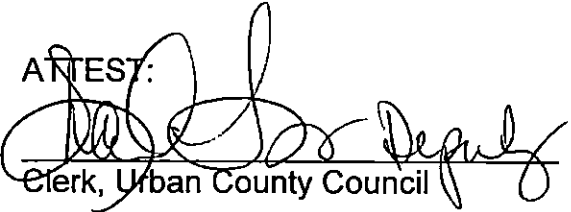
  
Jim Gray, Mayor

Downtown Lexington Partnership

BY: \_\_\_\_\_

  
Terry Sweeney,  
President and CEO

ATTEST:

  
Clerk, Urban County Council

**AGREEMENT**

THIS AGREEMENT (hereinafter referred to as "Agreement"), made and entered into this 30<sup>th</sup> 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 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, 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 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 or until all funds have been expended. 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. Upon any such termination, the Government shall pay all amounts owed to DLP in accordance with the terms of this Agreement for its services performed through the date 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

**FOR DLP:**


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

MAY 7, 2018 DRAFT

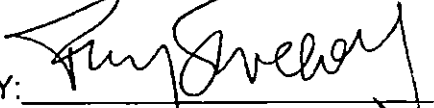
Attn: Polly Ruddick


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

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

BY:   
Jim Gray, Mayor

Downtown Lexington Partnership

BY:   
Terry Sweeney,  
President and CEO

ATTEST:  
  
Clerk, Urban County Council

**Ambassador Pilot Program**  
Scope of Work

The mission of the Ambassador pilot program is to provide work-based earning opportunities for people who would otherwise be unemployable due to barriers to employment. This is temporary part-time employment. The Downtown Lexington Partnership (DLP) and the Lexington-Fayette Urban County Government (LFUCG) through its Office of Homelessness Prevention and Intervention (OHPI) have partnered to provide this workforce devolvement pilot-program with DLP providing all services and OHPI granting funds for all eligible expenses. Under the attached agreement:

LFUCG Shall:

- Provide reimbursed payment for all eligible expenses.
  - Eligible expenses include:
    - salary, taxes, fringe benefits for direct program staff;
    - salary, taxes and fringe benefits from program participants at an hourly rate not to exceed \$10/hour;
    - necessary tools and equipment such as uniforms, gloves, safety vests, etc.;
    - administrative costs such as personnel for supervision and contract management, information technology, etc., not to exceed 10% of total Agreement amount;
    - Miscellaneous expenses approved in advance and in writing by OHPI.
- Assist DLP with marketing and promotion of the Ambassador program as part of a larger public education program.

DLP Shall:

- Develop an Ambassador Program that primarily features Safety Ambassadors and but may also include seasonal Clean Ambassadors.
- Partner with a community organization, which specializes in prevention and intervention of homelessness, to locate, recruit, and hire currently homeless individuals, as defined by the United States Department of Housing and Urban Development (HUD) 24 CFR §583.5.
- Partner with and enter into an Agreement Block by Block, an SMS Holdings Company, for the operations and implementation of this program, specifically to recruit, screen, and hire qualified individuals for the Ambassador Program.
- Provide OHPI a copy of an executed Agreement with Block by Block.
- Remain fully responsible for compliance with this scope of work and LFUCG agreement.
- Work with LexPark to identify areas in and around downtown where night Safety Ambassadors are needed for surface lot patrols, park patrols, street patrols, etc.



**EXHIBIT A – 5/7/2018 DRAFT**

- Develop and adopt handbook detailing roles and responsibilities, expectations of Ambassador Program participants.
- Develop program implementation guidelines for pilot evaluation proposes.
- At a minimum, operate the Ambassador Program during the months of May, June, July, August, September, and October or until grant funds are completely expended.
- Supply all training necessary for completion of job requirements; training costs are not an eligible expense.

# EXHIBIT B

## Night Ambassador Pilot Program

### Scope of Work

The mission of the Night Ambassador pilot program is to provide work-based earning opportunities for people who would otherwise be unemployable due to barriers to employment. This is temporary part-time employment. The Downtown Lexington Partnership (DLP) and the Lexington-Fayette Urban County Government (LFUCG) through its Office of Homelessness Prevention and Intervention (OHPI) have partnered to provide this workforce devolvement pilot-program with DLP providing all services and OHPI granting funds for all eligible expenses. Under the attached agreement:

#### LFUCG Shall:

- Provide reimbursed payment for all eligible expenses.
  - Eligible expenses include:
    - salary, taxes, fringe benefits for direct program staff;
    - salary, taxes and fringe benefits from program participants at an hourly rate not to exceed \$10/hour;
    - necessary tools and equipment such as uniforms, gloves, safety vests, etc.;
    - administrative costs such as personnel for supervision and contract management, information technology, etc., not to exceed 10% of total Agreement amount;
    - Miscellaneous expenses approved in advance and in writing by OHPI.
- Assist DLP with marketing and promotion of the Night Ambassador program as part of a larger public education program.

#### DLP Shall:

- Partner with a community organization, which specializes in prevention and intervention of homelessness, to locate, recruit, and hire currently homeless individuals, as defined by the United States Department of Housing and Urban Development (HUD) 24 CFR §583.5.
- Partner with Block by Block, an SMS Holdings Company, for the operations and implementation of this program and enter into an Agreement for services to be provided.
- Provide OHPI a copy of Agreement with Block by Block and DLP.
- Remain fully responsible for compliance with this scope of work and LFUCG agreement.
- Work with LexPark to identify areas in and around downtown where Ambassadors are needed for surface lot patrols, park patrols, street patrols, etc.
- Develop and adopt handbook with assistance from OHPI detailing roles and responsibilities, expectations of Night Ambassador Program participants.
- Develop program implementation guidelines for pilot evaluation proposes.

## EXHIBIT A

- Operate the Night Ambassador Program during the months of May, June, July, August, September, and October.
- Supply all training necessary for completion of job requirements; training costs are not an eligible expense.