

## **AGREEMENT**

THIS AGREEMENT (hereinafter referred to as "Agreement"), made and entered into this \_\_\_\_ day of July 2017, 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 **HABITAT FOR HUMANITY RESTORE**, 451 Southland Drive, Lexington, Kentucky 40503 (hereinafter referred to as "Restore").

## **RECITALS**

**WHEREAS**, the Government, through OHPI, and Restore desire to implement a program that provides furniture vouchers to individuals/families who have experienced homelessness and now have been permanently housed through the Coordinated Entry system;

**WHEREAS**, the Government, through OHPI, and Restore, wish to support the development of Restore's, Welcome Home Project, a furniture voucher program;

**WHEREAS**, Restore submitted a proposal to the OHPI Board, which was deemed by the Government, through OHPI, to best serve the goals of the Government and the OHPI.

## **WITNESSETH**

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

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

This Agreement shall include the following additional document, which is attached hereto as Exhibit A and incorporated herein by reference as if fully stated:

(a) Exhibit "A" – Restore Furniture Voucher Program Guidelines;

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.

(2) The Government shall pay Restore an amount not to exceed **Four Thousand and 00/100 Dollars (\$4,000.00)**, to be used exclusively for the provision of furniture voucher assistance to eligible participants. OHPI shall refer eligible participants to Restore for receiving vouchers, pursuant to Exhibit A. Restore shall help identify, select, and assist participants in accessing vouchers, along with providing all services enumerated within Exhibit A. The services required by this Agreement, said services being more particularly described in Exhibit A, shall be provided over the term of this Agreement. Payment shall be made in full upon execution of this agreement and Restore shall submit program reports quarterly 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 Restore by OHPI.

(3) The term of this Agreement shall be for a period of twelve (12) months. This Agreement shall begin upon execution and continue for a period of twelve (12) months or until all funds provided to Restore by OHPI have been expended. Notwithstanding the above, the Government may terminate this Agreement at any time

and for any reason by providing Restore with at least thirty (30) days advance notice of termination.

(4) 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.

(5) Restore 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.

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

(7) Restore 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;

(8) **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 HABITAT FOR HUMANITY:**

Habitat for Humanity-Restore  
451 Southland Drive  
Lexington, KY 40503  
ATTN: Jim Kreiner

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

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

HABITAT FOR HUMANITY  
RESTORE

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

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

Jim Gray, Mayor

Title: \_\_\_\_\_

ATTEST:

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