AGREEMENT

THIS AGREEMENT (the "Agreement"), made and entered into on the _____ day of _____ 2026, 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, the parties desire to enter this Agreement related to the operation of the Fayette Mental Health Court, at a cost not to exceed $270,000.00, using funds allocated from the Fiscal Year 2027 General Fund to support Organization's efforts to provide assistance to individuals in the Mental Health Court (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, 2026, and continue through June 30, 2027 (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 **Two Hundred Seventy Thousand Dollars and 00/100 Cents ($270,000.00)** for the performance of the Activities (the "Funds").

    a. Payments shall be made on a monthly basis for the costs incurred for providing the Activities, only after receipt of monthly 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:

Reporting Period	Reporting Deadline
July 2026-September 2026	October 15, 2026
October 2026-December 2026	January 15, 2027
January 2027-March 2027	April 15, 2027
April 2027-June 2027	July 15, 2027

   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, 2027.

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 handicapand (b) 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 shall comply with the audit requirements of 200 CFR Part 200, Subpart F, if applicable. LFUCG shall also have the option to request an audit of all revenue and expenditures related to this Agreement. If such an audit is requested by LFUCG, the audit shall be conducted by independent certified public accountants at Organization's expense, 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. For any audit performed, including a 200 CFR Part 200 audit, a copy of the audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG upon request.

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:

Coverage	Limits
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 _____, 2026, 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

1. Creation of a participant-centered individual treatment plan for each participant in the Mental Health Court, and that plan shall include assessment of needs in the following areas: housing assistance, individual therapy, group therapy, medication management, case management, substance-abuse related therapy, support group meetings, vocational and employment assistance.

2. Receive, process, and screen all appropriate referrals for eligibility into the Mental Health Court.

3. Monitor all participants in the Mental Health Court for compliance and progress with their respective treatment plans.

4. Monitor the stability of the housing situation for all participants in the Mental Health Court.

5. Monitor all participants as they proceed through the criminal justice system.