

AGREEMENT

THIS AGREEMENT (hereinafter referred to as "Agreement"), made and entered into this ____ day of May 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 **LEXINGTON RESCUE MISSION**, 444 Glen Arvin Ave., Lexington, Kentucky 40508 (hereinafter referred to as "LRM").

RECITALS

WHEREAS, the Government, through OHPI, and LRM desire to continue a program that provides transportation to other communities for individuals experiencing homelessness for whom such transportation would end their homelessness;

WHEREAS, the Government, through OHPI's Board, and LRM, wish to support LRM's existing transportation program;

WHEREAS, LRM 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 LRM 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" – LRM Transportation 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 LRM an amount not to exceed **Ten Thousand and 00/100 Dollars (\$10,000.00)**, to be used exclusively for the provision of transportation assistance to eligible participants. LRM shall identify, select, and assist participants in accessing transportation, 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 LRM shall submit program reports quarterly indicating number of individuals served and outcomes. Reports shall reflect the services and programs directly related to the funding provided by the Government. Forms for program reports will be provided to LRM by OHPI.

(3) The term of this Agreement shall be for a period of twenty four (24) months. This Agreement shall begin upon execution and continue for a period of twenty four (24) months or until all funds provided to LRM by OHPI have been expended. Notwithstanding the above, the Government may terminate this Agreement at any time and for any reason by providing LRM 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) LRM 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) **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, Ste. 175
Lexington, KY 40507
Attn: Polly Ruddick

FOR LRM:

Lexington Rescue Mission
444 Glen Arvin Avenue
Lexington, KY 40508
ATTN: Laura Carr

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

LEXINGTON RESCUE MISSION

BY: _____

BY: _____

Jim Gray, Mayor

Title: _____

ATTEST:

Clerk, Urban County Council