

AGREEMENT

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

RECITALS

WHEREAS, OHPI and Lexington Rescue Mission have identified a need for expansion of transitional housing beds and community services for people experiencing homelessness; and

WHEREAS, Lexington Rescue Mission wishes to expand its capacity to provide transitional housing and community services at a new, expanded facility located at 629 N. Broadway, Lexington, KY, 40508 (hereafter referred to as the "Project" and more particularly described in attached Exhibit A – Federal Home Loan Bank Application and incorporated herein by reference) and has received funding from the Federal Home Loan Bank and other sources to complete this Project; and

WHEREAS, Lexington Rescue Mission has requested, by letter dated June 21, 2016 (attached as Exhibit B and incorporated herein by reference) funding from the OHPI. The LFUCG Homelessness Prevention & Intervention Board has approved the request as a one-time .match grant for the Project; and

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

(1) Lexington Rescue Mission shall provide transitional housing beds and community services at 629 N. Broadway, Lexington KY, 40508, as outlined in Exhibit A.

(2) The Government shall pay Lexington Rescue Mission a one-time payment in the amount of **Fifty-Five Thousand dollars (\$55,000.00)**, to be used exclusively for the acquisition and renovation of the location at 629 N. Broadway, Lexington, KY, 40508, and/or the purchase of necessary equipment and supplies to complete the Project;

(3) The term of this Agreement shall be for three (3) years. Should Lexington Rescue Mission fail to maintain the facility for uses indicated in Exhibit A for any period exceeding thirty (30) days, from the date of completed acquisition and renovations, Lexington Rescue Mission shall repay to the Government an amount equal to **One Thousand Five Hundred and Twenty Eight dollars (\$1,528.00)** for each full month remaining between the date program operations suspended and the date at which the three-year agreement would otherwise have expired.

(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) **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:

FOR LEXINGTON RESCUE

MISSION:

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
Attn: Charlie Lanter

Lexington Rescue Mission
444 Glen Arvin Avenue
Lexington, KY 40508
Attn: Jim Connell

[SIGNATURE PAGE TO FOLLOW]

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 Connell

Jim Gray, Mayor

Title: Executive Director

ATTEST:

Clerk, Urban County Council