

AMENDED PURCHASE OF SERVICE AGREEMENT

THIS AMENDED PURCHASE OF SERVICE AGREEMENT, made and entered into on the ____ day of _____, 2015, by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government of the Commonwealth of Kentucky, created pursuant to KRS chapter 67A (hereinafter "Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of the Office of Homelessness Prevention and Intervention (hereinafter "Sponsor"), and Hope Center, with offices located at P.O. Box 6 (360 West Loudon Avenue), Lexington, Kentucky 40588 (hereinafter "Organization").

RECITALS

WHEREAS, the Government, through the Sponsor, and the Organization entered into a Purchase of Service Agreement dated December 1, 2014 ("Agreement") for the implementation of the Housing First Pilot Program; and

WHEREAS, the Government has engaged the Organization for the period beginning December 1, 2014, continuing for a period of twelve (12) months from that date and automatically renewing for two (2) additional one (1) year terms; and

WHEREAS, the scope of services and program design is clearly expressed in the Organization's Formal Proposal Response to RFP #58-2014 ; and

WHEREAS, the Government and the Organization wish to amend the scope of services and program design to provide services to one (1) additional person.

W I T N E S S E T H

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

1. That the above recitals are incorporated herein by reference as if fully stated.

2. This Amendment shall include the following documents, which are attached hereto as Exhibits and incorporated herein by reference as if fully stated:

a. Exhibit A – RFP #58-2014, consisting of 45 pages;

b. Exhibit B – Organization's Formal Proposal to RFP #58-2014, consisting of 90 pages.

3. That said services more particularly described in pages 3 through 26 of Exhibit B shall be amended to include services for one (1) additional person, increasing the overall total participants from twenty (20) to twenty-one (21).

4. That Paragraph 3 of the Agreement shall be amended to read as follows:

Government shall pay Organization the following sum each year of the Agreement for the services required by this Agreement, said services being more particularly described in pages 3 through 26 of Exhibit B attached hereto and incorporated herein by reference:

a. Year One – **Two Hundred and Fifty-Three Thousand and Six Hundred dollars (\$253,600.00)**

b. Year Two and Year Three each - **Two Hundred and Fifty-Seven Thousand and Two Hundred dollars (\$257,000.00).**

One-fourth (1/4th) of the total year sum shall be payable in December 2014 or shortly thereafter upon receipt of an invoice, with one-fourth (1/4th) payable each quarter thereafter upon submission of a quarterly financial report and invoice, and a detailed quarterly program report. Quarterly financial reports, invoices, and detailed program reports shall be submitted by the second Friday in the months of March, June, September and December each year of the Agreement. Both reports shall reflect the services and programs directly related to the funding provided by Lexington-Fayette Urban County Government with emphasis on measurable outcomes, and specifically outlined in the funding application. Forms for both the quarterly financial and program reports will be provided. Funding for the second and third term of this Agreement will be based on the Lexington-Fayette Urban County Council budget appropriation and approval.

5. *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 and conditions of the Agreement shall remain unchanged and in full force and effect as stated in the Agreement.*

IN WITNESS WHEREOF, *the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.*

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____

Jim Gray, Mayor

ATTEST:

Clerk of the Urban County Council

Hope Center, Inc.

BY: _____

Title: Executive Director _____