

AGREEMENT

THIS AGREEMENT (hereinafter referred to as "Agreement"), made and entered into this ____ day of May 2019, 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 HOUSING AUTHORITY**, 300 W. New Circle Road, Lexington, Kentucky 40505 (hereinafter referred to as "LHA").

RECITALS

WHEREAS, the Government, through OHPI, and LHA desire to collaborate for the benefit of individuals experiencing homelessness in the Lexington-Fayette County, and;

WHEREAS, LHA has created the LHA Security Deposit Assistance Program (hereinafter referred to as the "Project") for the purpose of providing security deposits in order to secure rental housing;

WHEREAS, to best serve the goals of the Government and the OHPI, the Government wishes to provide funding to LHA for the Project in helping individuals experiencing homelessness.

WITNESSETH

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

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

(2) The Government shall pay LHA an amount not to exceed **Twenty Thousand and 00/100 Dollars (\$20,000.00)**, to be used exclusively to pay security deposits to landlords. Government shall pay LHA in full upon execution of this agreement.

(3) LHA shall identify, select, and assist participants for the Project. The services required by this Agreement, which are described in more detail in the Project Summary, attached hereto and incorporated by reference as Exhibit A, shall be provided over the term of this Agreement. LHA 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 LHA 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 LHA by OHPI have been expended. Notwithstanding the above, the Government may terminate this Agreement at any time and for any reason by providing LHA with at least thirty (30) days advance notice of termination. At the time of termination, funds not expended for the services contained in Exhibit A shall be returned to the Government.

(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) LHA shall perform and provide the duties and services of this Agreement 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
Lexington, KY 40507
Attn: Polly Ruddick

FOR LHA:

Lexington Housing Authority
300 W. New Circle Road
Lexington, KY 40505
ATTN: Aldean Pleasant

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
Linda Gorton, Mayor

ATTEST:

Clerk, Urban County Council

LEXINGTON HOUSING AUTHORITY

BY: 
Austin Simms, Executive Director