

## **PURCHASE OF SERVICE AGREEMENT**

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter referred to as "Agreement"), made and entered into this \_\_\_\_ day of August, 2015, 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 **CENTRAL KENTUCKY HOUSING AND HOMELESS INITIATIVE**, 4844 Brennen Drive, Lexington, Kentucky, 40515 (hereinafter referred to as "CKHHI").

### **RECITALS**

**WHEREAS**, OHPI and CKHHI have a mutual interest in ensuring an effective transition of the lead role for federal Continuum of Care homelessness funding; and

**WHEREAS**, CKHHI has served in the lead role for this funding for a number of years and retains significant knowledge and information that would be useful to OHPI in taking on that role; and

**WHEREAS**, OHPI and CKHHI wish to collaborate together on these and other similar matters in the interest of best preventing and ending homelessness in Lexington-Fayette County;

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

- (1) The Government hereby retains CKHHI to provide the following services:

- (a) Provide technical assistance and support on all matters associated with the Continuum of Care, including, but not limited to, training OHPI staff members.
- (b) Assist with data collection on the HUD required Housing Inventory Count and Point-In-Time Count.
- (c) Assist in staff training and data submission on the Housing Inventory Count and Point-In-Time Count using the HUD web-based Homelessness Data Exchange (HDX).
- (d) Provide technical assistance as needed and support to the Government in completing the community portion of the annual Continuum of Care application.
- (e) Initiate a housing outreach effort to increase the number of rental units available for transitional and permanent housing programs throughout Lexington-Fayette County.
- (f) Serve as the Fiscal Agent for the Community Stand Down Event, with Two Thousand dollars (\$2,000) of the total amount allocated to CKHHI in this agreement to be used exclusively for Stand Down expenses as directed by the Stand Down Planning Committee.

(2) The Government shall pay CKHHI a sum in an amount not to exceed **Ten Thousand dollars (\$10,000.00)**, to be used exclusively for the activities outlined in paragraph (1) above;

- (a) Payments shall be made as follows:

**Six Thousand dollars (\$6,000.00)** shall be paid to CKHHI upon execution of this agreement. The remaining **Four Thousand dollars (\$4,000.00)** paid after successful completion and submission of Point In Time Count and Housing Inventory Count data to HUD.

- (3) **TERMINATION**. Either party may terminate this Agreement at any time if:
- (a) The other party materially breaches the terms of this Agreement; provided that the non-breaching party shall have given the breaching party written notice of such breach and the breaching party shall have failed to cure the same within thirty (30) days after receipt of such notice;
  - (b) There is a loss or departure of key personnel that would jeopardize both the quality and time of performance or would make performance impractical with respect to budget contemplated for this Agreement and a mutually acceptable replacement cannot be found;
  - (c) Notwithstanding the above, LFUCG may terminate this agreement at any time and for any reason by providing the CKHHI with at least thirty (30) days advance written notice of termination. In the event of termination of this Agreement by LFUCG, the CKHHI shall be entitled to that portion of total compensation due under this Agreement for those services rendered in a manner acceptable to LFUCG.
- (4) **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  
200 East Main Street  
Lexington, KY 40507  
Attn: Charlie Lanter

**FOR CKHHI:**

CKHHI  
4844 Brennen Drive  
Lexington, KY 40515  
Attn: David Christiansen

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

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

CENTRAL KENTUCKY HOUSING AND  
HOMELESS INITIATIVE

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Jim Gray, Mayor

David Christiansen, Executive Director

ATTEST:

\_\_\_\_\_  
Clerk, Urban County Council