

MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding (hereinafter "MOU"), is made and entered into on the ___ day of May, 2021, 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 its Office of Homelessness Prevention and Intervention (hereinafter "Sponsor"), and **COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC.**, a Kentucky non-stock non-profit corporation pursuant to KRS Chapter 273, and whose post office address is P.O. Box 11610, Lexington, KY, 40576 (hereinafter "Organization").

WITNESSETH

WHEREAS, the Government seeks to provide temporary emergency shelter services and case management services to homeless individuals in the community;

WHEREAS, the Government and Organization previously entered into an Agreement, dated March 3, 2021 (hereinafter referred to as the "Agreement"), whereby the Government agreed to pay Organization up to \$620,211.00 in federal funds under the CARES Act for the provision of non-congregate emergency shelter services;

WHEREAS, the Organization has been providing temporary emergency shelter services to several individuals at a local Motel 6, pursuant to that Agreement;

WHEREAS, this temporary emergency shelter is scheduled to close and those residing at the shelter may be displaced and rendered homeless if additional emergency shelter services are not provided;

WHEREAS, the parties agree that additional funding is needed for the provision of non-congregate emergency shelter services for these individuals;

WHEREAS, the Government has agreed to pay Organization an additional sum using the Government's funds in order to avoid displacement of these individuals;

WHEREAS, the parties now desire to commemorate their understanding of the use of these funds in a separate written agreement.

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

1. This MOU shall include the following additional documents, which are attached hereto as exhibits and incorporated by reference as if fully stated herein:

(a) Exhibit "A" – Approved budget

In the event of a conflict between and among the provisions of these documents the provisions of this MOU shall prevail, followed by Exhibit A.

2. Organization shall ensure those individuals experiencing homelessness and who were previously sheltered at a local Motel 6 in Lexington continue to receive temporary emergency shelter and case management services during the period beginning April 1, 2021, and continuing until April 30, 2021.
3. The Government shall pay Organization the sum of **Ninety Two Thousand, Five Hundred and Twenty One dollars and six cents (\$92,521.06)** for the temporary emergency shelter and case management services identified in Paragraph 2, which funds shall be used exclusively as provided in the approved budget attached as Exhibit A, which shall be payable at the time of execution of this MOU.
4. Organization shall keep itself fully informed of all federal and state laws and all municipal ordinances and regulations in any manner affecting the work or

performance of this MOU, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein.

5. The Organization shall indemnify Government, its officers, agents and employees against any claim or liability arising from and based on the Organization's violation of any laws, ordinances or regulations. This provision shall survive the termination of this MOU.
6. This MOU may not be enlarged, modified or altered except in writing signed by the parties and endorsed hereon.
7. The parties agree that this MOU is retroactive to April 1, 2021.
8. Notice – Any written notice required by the MOU shall be delivered by certified mail, return receipt requested, to the following:

For Organization: Community Action Council
710 West High Street
Lexington, KY 40507
Attn: Sharon Price

For Government: Lexington-Fayette Urban County Government
101 East Vine Street
Lexington, Kentucky 40507
Attn: Polly Ruddick, Director of Office of Homelessness Prevention & Intervention

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

COMMUNITY ACTION COUNCIL

BY: *Linda Gorton*
Linda Gorton, Mayor

BY: *Sharon Price*
Sharon Price, Executive Director

ATTEST:

Deputy Mackenzie Sommers
Clerk of the Urban
County Council