

AGREEMENT

THIS AGREEMENT (hereinafter referred to as "Agreement"), made and entered into this ____ day of November 2016, 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 veterans experiencing homelessness in the city of Lexington, and;

WHEREAS, the LHA has made available Housing Choice Vouchers reserved for veterans experiencing homelessness but is unable to provide assistance with deposits and related move in expenses in order to facilitate use of these vouchers;

WHEREAS, to best serve the goals of the Government and the OHPI, the Government wishes to provide funding to LHA for use in helping veterans experiencing homelessness pay deposits and related move in expenses that result in use of a Housing Choice Voucher to end their 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 **Eight Thousand and 00/100 Dollars (\$8,000.00)**, to be used exclusively to pay deposits, first month's rent, utility deposits and/or other expenses directly associated with use of a Housing Choice Voucher by veterans experiencing homelessness. Annual benefit to one individual veteran may not exceed \$700. LHA shall identify, select, and assist participants in utilizing the Housing Choice Voucher and make payments directly to approved landlords or utilities on behalf of veterans. All veterans receiving assistance with these funds must meet the U.S. Department of Housing and Urban Development's definition of homelessness. The services required by this Agreement shall be provided over the term of this Agreement. Payment shall be made in full upon execution of this agreement and 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 twenty four (24) months. This Agreement shall begin upon execution and continue for a period of twenty four (24) 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 LRM with at least thirty (30) days advance notice of termination.

(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, Ste. 175
Lexington, KY 40507
Attn: Charlie Lanter

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: _____

Jim Gray, Mayor

LEXINGTON HOUSING AUTHORITY

BY: 

Title: 

ATTEST:

Clerk, Urban County Council