

## **AGREEMENT**

THIS AGREEMENT (hereinafter referred to as "Agreement"), made and entered into this \_\_\_\_ day of March, 2018, 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 **BLUEGRASS.ORG**, 1351 Newtown Pike, Lexington, Kentucky 40511 (hereinafter referred to as "Bluegrass").

## **RECITALS**

**WHEREAS**, OHPI and Bluegrass have identified a need for street outreach mental health services in the downtown area for those who are homeless; and

**WHEREAS**, Bluegrass wishes to expand its capacity to provide street outreach mental health services at an expanded facility located at 150 East Vine Street, Lexington, KY, 40507; and

**WHEREAS**, Bluegrass has requested, by letter dated February 2, 2018 (attached as Exhibit A and incorporated herein by reference) funding from the Homelessness Prevention and Intervention Board (hereinafter the "Board") to assist with this Project; and

**WHEREAS**, in order to assist Bluegrass with this Project, the Government, through OHPI is willing to make funds available to Borrower under the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein expressed, the Government, through its OHPI, and Bluegrass agree as follows:

(1) The above recitals are incorporated herein as if fully stated.

(2) The Government shall provide funds to the Bluegrass, in the form of a one-time grant in the amount of **Ten Thousand and Two hundred and 00/100 Dollars (\$10,200.00)**. The grant funds are to be used for the office space rental and parking cost at the address of 150 East Vine Street, Lexington, KY 40507;

(3) Bluegrass shall provide services and reporting as describe in Exhibit A. Reporting will be supplied to Bluegrass by OHPI upon execution of this agreement. All reports are due to OHPI by the second Friday of the months of October, January, April and July.

(4) The term of the Agreement shall be for a period of one (1) year.

(5) Should Bluegrass fail to maintain the rental for any period exceeding thirty (30) days, Bluegrass shall repay to the Government an amount equal to **Eight Hundred and Fifty and 00/100 Dollars (\$850.00)** for each full month remaining between the date program operations suspended and the date at which the one-year agreement would otherwise have expired.

(6) 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) **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  
101 East Vine Street  
Lexington, KY 40507  
Attn: Polly Ruddick

**FOR BLUEGRASS:**

Bluegrass  
1351 Newtown Pike  
Lexington, KY 40511  
Attn: Anita Lakes

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

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

Bluegrass.Org

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

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

Jim Gray, Mayor

Paul Beatrice, President and  
CEO

ATTEST:

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