

AGREEMENT

THIS AGREEMENT (hereinafter referred to as “Agreement”), made and entered into this ____ day of October, 2017, 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 **HOPE CENTER, INC**, 360 West Loudon, Lexington, Kentucky 40508 (hereinafter referred to as “Hope Center”).

RECITALS

WHEREAS, OHPI and Hope Center have identified a need for expansion of transitional housing beds and community services for people experiencing homelessness; and

WHEREAS, Hope Center wishes to expand its capacity to provide transitional housing and community services at a expanded facility located at 1524 Versailles Road, Lexington, KY, 40504 and has received funding from other sources to complete this Project; and

WHEREAS, Hope Center has requested, by letter dated February 28, 2017 (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.

WHEREAS, as a one-time grant for the Project; and

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

(1) The Government shall provide funds to the Hope Center, in the form of a one-time grant in the amount of **Eighty-Five Thousand Nine Hundred Ninety and 00/100 Dollars (\$85,990.00)**. The grant funds are, to be used for the renovation of the property located at 1524 Versailles Road, Lexington, KY 40504 and/or the purchase of necessary equipment and supplies to complete the Project;

(2) Hope Center shall: add transitional housing to accommodate 24 more women receiving drug and alcohol recovery services. (3) The term of the Agreement shall be for a period of three (3) years. Upon renovation of the property, the Hope Center shall maintain the property for the duration of the term of this Agreement. This shall be evidenced and ensured by deed restrictions, which shall be binding for the benefit and in favor of and enforceable by the Government.

(4) Should Hope Center fail to maintain the property for any period exceeding thirty (30) days, from the date of completed acquisition and renovations, Hope Center shall repay to the Government an amount equal to **Two Thousand Three Hundred Eighty Nine and 00/100 Dollars (\$2,389.00)** for each full month remaining between the date program operations suspended and the date at which the three-year agreement would otherwise have expired.

(5) 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 HOPE CENTER:

Hope Center
P.O. Box 6
Lexington, KY 40588
Attn: Cecil Dunn

[INTENTIONALLY LEFT BLANK - SIGNATURE PAGE TO FOLLOW]

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

Hope Center

BY: _____

BY: _____

Jim Gray, Mayor

Title: _____

ATTEST:

Clerk, Urban County Council