

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter referred to as "Agreement"), made and entered into this ____ day of May, 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 **LIGHTHOUSE MINISTRIES**, 185 Elm Tree Lane, Lexington, Kentucky 40507 (hereinafter referred to as "Lighthouse").

RECITALS

WHEREAS, OHPI and Lighthouse have identified individuals and organizations who desire to prepare and serve meals to those in the community experiencing homelessness and low income; and

WHEREAS, OHPI and Lighthouse further recognize the need for a more appropriate and central location which would allow service of more meals and to more individuals in the community; and

WHEREAS, OHPI and Lighthouse wish to collaborate together to create the Dining with Dignity Program; and

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

(1) The Government hereby retains Lighthouse to provide a dining facility at 190 Spruce Street, equipped with the necessary equipment and supplies to be used as such.

(2) The Government shall pay Lighthouse a one-time payment in the amount of **Sixty-Seven Thousand Six Hundred Fifty Seven dollars (\$67,657.00)**, to be used exclusively for the renovation of the location at 190 Spruce Street, the purchase of necessary equipment and supplies and maintenance of the location as a dining facility pursuant to the time schedule reflected in paragraph 6(b);

(3) The term of this Agreement shall be for three (3) years. Should Lighthouse fail to maintain the facility for use for the Dining with Dignity Program as described in this agreement for any period exceeding thirty (30) days, from the date of completed renovations based on the expressed timeline found in paragraph 6(b), Lighthouse shall repay to the Government an amount equal to **One Thousand Eight Hundred and Seventy-Nine dollars (\$1,879.00)** for each full month remaining between the date program operations suspended and the date at which the three-year agreement would otherwise have expired.

(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) The Government shall perform and provide the following duties and services:

(a) Along with Lighthouse, recruit and meet with individuals and organizations who wish to serve meals in Phoenix Park and redirect all such persons and organizations to Lighthouse;

(b) Work with Lighthouse, through OHPI, to promote Dining with Dignity Program as a consolidated location and alternative for the provision of evening meals to those in our community, who are experiencing homelessness or low-income.

(6) Lighthouse shall perform and provide the following duties and services:

(a) Complete renovations to the first floor of the building located at 190 Spruce Street ("dining facility"). Renovations include, but are not limited to, finished walls and flooring, climate control, full kitchen furnishings and appliances, and dining tables and chairs for at least 190 people by September 1, 2015;

(b) Finish all renovations in order to make the dining facility available for use by individuals, groups or organizations seven (7) days a week, three-hundred and sixty-five (365) days a year on the following timeline:

i) Three (3) days a week by September 1, 2015;

ii) Five (5) days a week by November 1, 2015;

iii) Seven (7) days a week by January 1, 2016;

(c) Allow access for any individual, group or organization wishing to utilize the facility for purposes of providing evening meals for individuals who are homeless or of low-income;

(d) Facilitate the use of this consolidated location by serving as the scheduler and maintaining a master calendar to schedule individuals, groups and organizations;

(e) Obtain all necessary health department permits/inspections and ensure all necessary health codes are met;

(f) Collect and administer all donations of cash (maintained in a separate account) and food for the Dining with Dignity Program on behalf of the community and other individuals, groups, or organizations utilizing the dining facility for evening meal preparation and service;

(g) Provide a monthly report detailing the number of meals served, number of individuals served, names and number of groups serving meals, and the total number of volunteers serving meals;

(h) Work with the Government, through OHPI, to promote Dining with Dignity Program as a consolidated location and alternative for the provision of evening meals to those in our community, who are experiencing homelessness or low-income.

(i) Clean and maintain the facility in a usable and working order, making it available in full for the Dining with Dignity program for a period of at least three years from the date of execution of this agreement.

(7) **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 LIGHTHOUSE:

Lighthouse Ministries
185 Elm Tree Lane
Lexington, KY 40507

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____

Jim Gray, Mayor

LIGHTHOUSE MINISTRIES

BY: *Valerie Tay Henderson*

Title: *Executive Director*

ATTEST:

Clerk, Urban County Council