

## **AGREEMENT**

THIS AGREEMENT (hereinafter referred to as "Agreement"), made and entered into this \_\_\_\_ day of April 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 **NEW LIFE DAY CENTER**, 224 Martin Luther King, Jr., Blvd., Lexington, Kentucky 40508 (hereinafter referred to as "New Life").

## **RECITALS**

**WHEREAS**, the Government, through OHPI, and New Life desire to implement a program aimed at assisting individuals experiencing homelessness;

**WHEREAS**, the Government, through OHPI's Board, and New Life, wish to support a Rental Deposit Assistance program;

**WHEREAS**, the New Life submitted a proposal to OHPI Board, which was deemed by the Government, through OHPI, to best serve the goals of the Government and the OHPI.

## **WITNESSETH**

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

(1) The above recitals are incorporated herein by reference, as if fully stated. This Agreement shall include the following additional document, which is attached hereto as Exhibit A and incorporated herein by reference as if fully stated:

(a) Exhibit "A" – New Life Day Center Rental Deposit Assistance Proposal and Procedure;

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

(2) The Government shall pay New Life an amount not to exceed **Twenty Thousand and 00/100 Dollars (\$20,000.00)**, to be used exclusively for the provision of Housing Scholarships to ninety (90) qualified participants, which will be used as assistance for rental deposits. New Life shall identify, select, and assist ninety (90) participants in finding requisite housing, along with providing all services enumerated within Exhibit A. The services required by this Agreement, said services being more particularly described in Exhibit A, shall be provided over the term of this Agreement. Payments shall be made on a cost reimbursement basis upon submission of a financial report and invoice, and a program report indicating number of individuals served and outcomes. Both reports shall reflect the services and programs directly related to the funding provided by the Government. Forms for both the financial and program reports will be provided.

(3) The term of this Agreement shall be for a period of twelve (12) months. This Agreement shall begin upon execution and continue for a period of twelve (12) months. Notwithstanding the above, the Government may terminate this Agreement at

any time and for any reason by providing New Life 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) New Life shall perform and provide the duties and services included in Exhibit A 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 NEW LIFE:**

New Life Day Center  
224 Martin Luther King, Jr., Blvd.  
Lexington, KY 40508  
ATTN: Steve Polston

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

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

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

NEW LIFE DAY CENTER

BY: Steve Polston

**Jim Gray, Mayor**

**Title:** \_\_\_\_\_

**ATTEST:**

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