

AGREEMENT

THIS AGREEMENT (hereinafter referred to as "Agreement"), made and entered into this 1st day of February 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 **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 the start-up of a Housing Scholarships 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 Housing Scholarship Proposal;

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 **Ten Thousand and 00/100 Dollars (\$10,000.00)**, to be used exclusively for the provision of Housing Scholarships to ten (10) qualified participants, which will be used as assistance for rental deposits. New Life shall identify, select, and assist ten (10) 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:

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____

Jim Gray, Mayor

NEW LIFE DAY CENTER

BY: Steve Polston

Title: Board Chairman

ATTEST:

Clerk, Urban County Council