

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 **THE SALVATION ARMY**, 736 West Main Street, Lexington, Kentucky 40508 (hereinafter referred to as "SA").

RECITALS

WHEREAS, OHPI and SA have identified a need for expansion of women and family emergency shelter beds and community services for people experiencing homelessness; and

WHEREAS, SA wishes to expand its capacity to provide additional emergency shelter and community services at a renovated facility located at 736 West Main Street , Lexington, KY, 40508 and has received funding from other sources to complete this Project; and

WHEREAS, SA has requested, by letter dated April 4, 2017 (attached as Exhibit A and incorporated herein by reference) funding from the Homeless Prevention and Intervention Board (hereinafter the "Board") to assist with this project.

WHEREAS, the Board is willing to make funds available to SA 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 SA agree as follows:

(1) The Government shall provide funds to the SA, in the form of a one-time grant in the amount of **Fifteen Thousand Five Hundred Thirty and 00/100 Dollars (\$15,530.00)**. The grant funds are, to be used for the renovation of the property located at 736 West Main Street, Lexington Kentucky 40508, and/or the purchase of necessary equipment and supplies to complete the Project;

(2) The SA shall remodel the existing transitional housing building into additional emergency shelter beds. The SA shall remodel the existing bathroom with new showers, toilets, sinks, and all necessary plumbing to accommodate the expanded capacity and make the bathroom entirely ADA accessible.

(3) The term of the Agreement shall be for a period of three (3) years. Upon renovation of the property, the SA 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 the SA 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 **Four Hundred Thirty One and 00/100 Dollars (\$431.00)** 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.

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

FOR THE SALVATION ARMY:

The Salvation Army
736 West Main Street
Lexington, KY 40508
Attn: Major Thomas L. Hinzman

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

The Salvation Army

BY: _____

BY: _____

Jim Gray, Mayor

Title: _____

ATTEST:

Clerk, Urban County Council