

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the _____ day of July, 2019, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS chapter 67A (hereinafter "Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of its **Office of Homelessness Prevention and Intervention** (hereinafter "Sponsor"), and, **HOPE CENTER, INC.**, (hereinafter "Organization") with offices located at 360 West Loudon Avenue, Lexington, Kentucky 40508.

RECITALS

WHEREAS, in 1992, the Government constructed a center located at 360 West Loudon Avenue and entered into a lease agreement with the Organization, formerly known as the Community Kitchen/Horizon Center, for the coordination and provision of programs aimed at assisting the homeless to be held at the center's location.

WHEREAS, the Organization has chosen to provide such programming in the form of an emergency men's homeless shelter;

WHEREAS, the parties mutually agree in the need to accommodate those in the housing crisis and that the emergency shelter plays a critical role in the homeless system and is the cornerstone of a functional crisis response system; and

WHEREAS, the parties agree the main goal is the reduction and end to homelessness.

WITNESSETH

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

1. That the above recitals are incorporated herein by reference as if fully stated.

2. Government hereby retains Organization for the period beginning on **July 1, 2019**, and continuing for a period of one (1) year from that date. Either party may terminate this Agreement at any time and for any reason by providing the other party with at least one hundred and fifty (150) days advance written notice of termination. In which case this Agreement shall terminate one hundred and fifty (150) days from the date notice is given.

3. Government shall pay Organization the sum of **Eight Hundred and Fifty Thousand and 00/100 Dollars (\$850,000)** for the services, and outcomes required by this Agreement, said services, and outcomes being more particularly described in the Addendum attached hereto and incorporated herein by reference as Exhibit A.

One-fourth (1/4th) of which shall be payable in October 2019 and January 2020 or shortly thereafter upon receipt of a quarterly invoice, detailed program report, and a detailed financial report (attached herein as Exhibit B). The remaining portion will be payable in April 2020 upon receipt of an invoice. All detailed program reports and detailed financial reports will be due on the second Friday of October, January, April, and July. Reports shall reflect the services and programs directly related to the funding provided by Lexington Fayette Urban County Government with emphasis on measurable outcomes.

4. In the event of termination of this Agreement by Government as provided for in paragraph 1 above, Organization shall be entitled to that portion of total compensation due under this Agreement as the service rendered bears to the service required herein.

5. Organization shall perform all duties and services included in the Addendum attached hereto 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 the Addendum 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. Organization shall keep

itself fully informed of all federal and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein.

6. Organization shall indemnify, defend and hold harmless Government, its officers, agents and employees, from and against any and all liabilities, claims, demands, losses, damages, costs, and/or expenses arising out of, from, relating to, and/or based on the Organization's violation of any such laws, ordinances or regulations or Organization's breach of this Agreement.

7. Organization represents that it has filed all federal, state and local income tax returns required by law in the legally prescribed time and manner. This Agreement shall not become effective unless and until copies of all of the executed originals of the aforementioned tax returns filed for the Organization have been registered for the current tax year by the Organization in the office of the Sponsor, and the Organization shall not be compensated unless and until such registration has taken place.

8. The Organization shall, on such forms as the Sponsor shall provide, submit to Sponsor an annual report and financial statement which summarize the previous year's activities regarding the services enumerated in the addendum attached hereto.

9. Books of accounts shall be kept by the Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Organization. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Organization, shall be maintained at the principal place of business of the Organization as set forth in this Agreement. Government shall have free and complete access to the books, papers and affairs of the Organization, that relate to the performance of this Agreement, at all reasonable times, and if it desires, it may have the books and papers of the Organization, that relate to the performance of this

Agreement, audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

10. Government may designate such persons as may be necessary to monitor and evaluate the services rendered by the Organization. The Government, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, nor to constitute the Organization as an agent of the Government.

11. Organization shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and shall cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

12. Organization shall adopt a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be submitted to Sponsor for review within thirty (30) days of the execution of this Agreement.

13. This instrument, and the Addendums incorporated herein, contains the entire agreement between the parties, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed hereon.

14. Notice – Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization: The Hope Center, Inc.
360 West Loudon Ave.
Lexington, Kentucky 40508
Attn: Cecil Dunn, Executive Director

For Government: Lexington-Fayette Urban County Government.
Office of Homelessness Prevention and Intervention
101 East Vine Street
Lexington, Kentucky 40507
Attn: Polly Ruddick, Director

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

THE HOPE CENTER, INC.

BY: _____
Linda Gorton, Mayor

BY: _____
Cecil Dunn, Executive Director

ATTEST:

Clerk of the Urban
County Council