

**PURCHASE OF SERVICES AGREEMENT**

THIS PURCHASE OF SERVICES AGREEMENT (hereinafter referred to as "Agreement"), is made and entered into this 17 day of March 2021, 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 **CATHOLIC CHARITIES OF THE DIOCESE OF LEXINGTON, INC.** with offices located at 1310 West Main Street, Lexington, KY 40508 (hereinafter "Organization").

**RECITALS**

WHEREAS, the Government, through OHPI, and Organization desire to implement a housing stabilization program aimed at assisting households with housing instability caused by the COVID-19 pandemic; and

WHEREAS, the President of the United States and the Governor of the Commonwealth of Kentucky have both declared states of emergency in response to the novel coronavirus (COVID-19) pandemic; and

WHEREAS, Mayor Linda Gorton declared, in Executive Order 2020-01, that a state of emergency exists in Lexington-Fayette County; and

WHEREAS, more than four hundred sixteen thousand (416,000) cases of COVID-19 have been confirmed in the Commonwealth of Kentucky, with more than thirty-two thousand (32,000) in Lexington-Fayette County alone (as of March 14, 2021 and March 15, 2021, respectively); and

WHEREAS, as of July 29, 2020, 43% of renters nationally were unable to pay rent and risked being evicted, according to a survey by the global advisory firm Stout Risius Ross, LLC.

WHEREAS, as of July 29, 2020, an estimated 211,000 rental households in Kentucky could not afford rent and risked being evicted, according to the same survey.

WHEREAS, the Lexington-Fayette Urban County Government has determined that entering into Purchase of Services Agreements with certain non-profit organizations fulfills a public purpose by providing for housing stability for those affected by COVID-19 and for economic development and recovery from the current public health emergency and other public purposes.

**WITNESSETH**

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

(1) Government hereby retains Organization for the period beginning from date of execution, and continuing until June 30, 2021, unless within that period Government gives the Organization fifteen (15) days written notice of termination of this Agreement in which case this Agreement shall terminate fifteen (15) days from the date notice is given to the Organization.

(2) The Government shall pay the Organization an amount not to exceed **Two Hundred and Four Thousand and Sixteen Dollars, (\$204,016.00)** to be used exclusively for the provision of Housing Stabilization services, said services being more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference. Payment of the above sum shall be provided within thirty (30) days after submittal of an invoice, which shall be provided to the Government within seven (7) days of execution of this Agreement. These funds shall be in addition to any funds provided by the Government to the Organization via previous Purchase of Services Agreement for similar Housing Stabilization services.

(3) The Organization shall participate in the designed process as outlined in Exhibit A. The services required by this Agreement shall be provided over the entire term of this Agreement or until all funds have been disbursed. Prior to disbursement of funds by the Organization to provide housing stabilization as provided by this Agreement, the Organization shall require each tenant to complete Exhibit B attached hereto and incorporated herein by reference. The Organization will submit a program report which includes financial information as outlined in Exhibit A once every fourteen (14) days from execution of this Agreement. Reports shall reflect the services and programs directly related to the funding provided by the Government. Report form will be provided by the Government.

(4) In the event of termination of this Agreement or the completion of its term, Organization shall repay all remaining funds held by the Organization, sans administrative fee as provided in Section 5 of this Agreement, within thirty days.

(5) In consideration for the provision of services described in Exhibit A, the Organization shall be entitled to retain \$20,401.60 from the funds received by the Organization under this Agreement as an administrative fee. This administrative fee shall not entitle Organization to funds in excess of those provided in Section 2, but instead shall be retained by the Organization from the funds provided.

(6) The Organization 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 funds provided or the nature of

such services and duties constitute an amendment to this Agreement and must be in writing signed by both parties.

(7) 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.

(8) 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. 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 OHPI, and the Organization shall not be compensated unless and until such registration has taken place.

(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 OHPI for review within thirty (30) days of the execution of this Agreement.

(13) This instrument, including its exhibits, 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) **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 100  
Lexington, KY 40507  
Attn: Polly Ruddick

**FOR CATHOLIC CHARITIES OF THE DIOCESE OF LEXINGTON:**

1310 West Main Street  
Lexington, KY 40508  
Attn: Meg Campus

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

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

BY: *Linda Gorton*

Linda Gorton, Mayor

CATHOLIC CHARITIES OF THE DIOCESE OF LEXINGTON  
INC.

BY: *Margaret "Meg" Canyon*

Title: *Interim Director*

ATTEST:

*Mackinzie Sommers*  
Deputy Clerk, Urban County Council

ATTEST:

*Karen Abbey*  
*Karen Abbey*  
Printed Name

MY COMMISSION EXPIRES  
MAY 22, 2022  
NOTARY ID 600011

**EXHIBIT A - Modified  
Housing Stabilization Partnership Program  
SCOPE OF WORK**

**Purpose**

Rapidly rehouse those that were unable to maintain their housing due to the COVID-19 pandemic by providing relocation financial assistance.

**Financial assistance**

The goal of providing this assistance is to ensure secure housing for the tenant recipients for as long as possible. Households can receive an amount not to exceed \$4,000 for relocation including deposit(s) and future rent/utility payments.

**Eligibility**

Except where noted below, agencies will not be allowed to require any additional eligibility criteria.

1. 80% or below area median income;  
    And
2. Certification of inability to pay rent is COVID-19 related;  
    And
3. Evidence of eviction since August 24, 2020 with the complaint filed after May 1, 2020 for nonpayment of rent as complaint.

**Documentation**

**Self-Certification of Income and COVID-19 Impact (Modified Exhibit B)**

Form will be provided to agency by OHPI. This is required to be kept in the client file for audit proposes.

**Documentation of Eviction since August 24, 2020 with a complaint filed after May 1, 2020 for nonpayment of rent as complaint.**

This is required to be kept in the client's file for audit proposes.

Examples:

- AOC-220 form: EVICTION NOTICE: WARRANT FOR POSSESSION with complaint
- Copy of complaint and disposition
- Written attestation from court observers of nature of complaint and disposition and reasons for judgment to evict, i.e. Failure to Appear

**Documentation of Relocation**

Documentation must be a copy of the new lease. This is required to be kept in the client's file for audit proposes.

**Documentation of Assistance Paid**

This can be an electronic or hard copy of the check written or electronic transfer. Total amount paid will be placed in the KYHMIS. Must be able to be cross-referenced for audit purposes.

**Reporting**

- All participating agencies are required to enter client level data within 3 business days of action and comply with all KYHMIS data quality standards.
- All data fields in the KYHMIS are to be complete.
- All agencies will be required to submit a HMIS report to the Director of the OHPI every 14 days.

## EXHIBIT B - Modified

**SAMPLE**

(Agency Letterhead)

### Tenant Certification of Income and Delinquent Rent

**Name:** John Q. Tenant      **Address:** 1010 Main Street, Lexington, KY 40507

**Phone Number:** 502-555-5555      **Date:** 7-5-2020

I, \_\_\_\_\_ or my household's income has been negatively impacted directly or indirectly by to the Covid-19 pandemic. Please describe impact in detail:

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I further certify that my annual income is \$ \_\_\_\_\_, which is less than 80% of area median income adjusted for household size as stated below:

Persons in household	1	2	3	4	5	6	7	8
Income Limit	\$44,450	\$50,800	\$57,150	\$63,500	\$68,600	\$73,700	\$78,750	\$83,850

\_\_\_\_\_  
Head of Household Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co- Head of Household Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Other Adult Household Signature

\_\_\_\_\_  
Date

The undersigned certifies that the information contained in his or her application and on this form is true and accurate to the best of his or her knowledge. Any misrepresentation or false statement by the undersigned may result in the return of funding to LFUCG or legal action to recover the same, disqualification for the receipt of potential future funding, and/or may constitute a violation of applicable federal, state, or local laws or ordinances related to fraud or the making of a false statement or claim.