

PURCHASE OF SERVICES AGREEMENT

THIS PURCHASE OF SERVICES AGREEMENT (hereinafter referred to as "Agreement"), is made and entered into this 18th day of September 2020, 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 **DEPARTMENT OF SOCIAL SERVICES** (hereinafter referred to as "Sponsor"), and **LEXINGTON-FAYETTE URBAN COUNTY HOUSING AUTHORITY**, with offices located at 300 W. New Circle Road, Lexington, KY 40505 (hereinafter "Organization").

RECITALS

WHEREAS, the Government, through Sponsor, and Organization desire to implement a partnership aimed at assisting Housing Choice Voucher Program 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, thirty-five thousand (35,000) cases of COVID-19 have been confirmed in the Commonwealth of Kentucky, with more than four thousand (4,000) in Lexington-Fayette County alone (as of August 10, 2020 and August 11, 2020, 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 a Purchase of Services Agreement with the Organization 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 **One Hundred Thousand Dollars, (\$100,000.00)** to be used exclusively for the provision of services as 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.

(3) All funds provided to the Organization under this Agreement shall be distributed by the Organization to landlords to aid active participants in the Organization's Housing Choice Voucher Program who have past due housing costs or are at risk of imminent residential eviction due to extenuating circumstances related to COVID-19 in accordance with Exhibit A. The services

required by this Agreement shall be provided over the entire term of this Agreement or until all funds have been dispersed. 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.

(5) 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 distribution of funds as provided in said Exhibit. 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.

(6) 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.

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

(8) 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.

(9) 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.

(10) 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.

(11) 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.

(12) 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.

(13) **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
200 East Main Street, Suite 328
Lexington, KY 40507
Attn: Commissioner Chris Ford

**FOR LEXINGTON-FAYETTE URBAN COUNTY HOUSING
AUTHORITY:**

300 West New Circle Road
Lexington, KY 40505
Attn: Austin Simms, Executive 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

LEXINGTON-FAYETTE URBAN COUNTY HOUSING
AUTHORITY

BY: *Linda Gorton*

BY: *Russ J. Lewis*

Linda Gorton, Mayor

Title: *Executive Director*

ATTEST:

ATTEST:

Markie Summers
Deputy Clerk, Urban County Council

Dana Tucker
Dana Tincher

Printed Name

EXHIBIT A

AFFORDABLE HOUSING MARKET PARTNERSHIP

LEXINGTON HOUSING AUTHORITY

PROGRAM GUIDELINES

SERVICE OBJECTIVE:

To aid housing choice voucher program participants who may be facing rental eviction, while also relieving financial hardship on program landlords/property owners.

The partnership serves dual community benefit by sustaining housing stability (and the pursuit of self-sufficiency) for residents, and to also preserve availability of affordable housing in local private market.

CLIENT ELIGIBILITY:

Active participants in the Lexington Housing Authority's Housing Choice Voucher Program (also known as Section 8) who have a demonstrated adverse household budgetary impacts associated with the COVID-19 pandemic. This includes either reduction of income and / or unanticipated increase in household expenses.

The following extenuating circumstances include:

- a. *Involuntary Job Loss* (Verified by Current or Pending Status of Unemployment Benefits)
- b. *Healthy at Home* (Documentation: COVID-19 positive diagnosis or self-quarantine)
- c. *Dependent Care* (Documentation: loss / unavailability of child care for minor children)
- d. *Food Insecurity* (Documentation: free or reduced lunch for school-aged children)

PROGRAM CRITERIA:

- a. Past Due Housing Costs > 30 days (Documentation: Landlord or Property Manager)
- b. Imminent Residential Eviction (Documentation: 7-day notice/Forcible Detainer)

BENEFIT STANDARDS:

- ✓ Maximum Benefit = up to \$2,000 per household
- ✓ Rental support is limited to equivalent of 3 month rent expense (tenant pay)

SOURCE OF FUNDING:

Lexington Fayette Urban County Government (LFUCG), General Fund

PROGRAM PERIOD:

Anticipated Sept 1, 2020 through June 30, 2021, or until funding is exhausted

PROGRAM ADMINISTRATOR:

Lexington Housing Authority