

**SECOND AMENDMENT TO PURCHASE OF SERVICES
AGREEMENT**

THIS SECOND AMENDMENT TO THE PURCHASE OF SERVICES AGREEMENT (hereinafter referred to as "Agreement"), is made and entered into this 1st day of ~~November~~ ^{December} 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 **OFFICE OF HOMELESSNESS PREVENTION AND INTERVENTION** (hereinafter referred to as "OHPI"), and **COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON AND NICHOLAS COUNTIES, INC.** with offices located at 710 West High St., Lexington, KY 40508 (hereinafter "Organization") (collectively "the Parties").

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 one hundred eleven thousand (111,000) cases of COVID-19 have been confirmed in the Commonwealth of Kentucky, with more than eleven thousand five hundred (11,500) in Lexington-Fayette County alone (as of November 3, 2020); 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; and

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; and

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; and

WHEREAS, the Lexington-Fayette Urban County Government has previously entered into a Purchase of Services Agreement with Organization in which it provided the Organization \$110,000.00 to deliver housing stabilization services, as described in Exhibit A of the respective agreement, with the ability of the organization to obtain an additional \$110,000.00 upon satisfactory performance and a demonstrated need for additional funding, as determined by the Mayor or her designee; and

WHEREAS, after satisfactory performance by the Organization and a demonstrable need for additional funding, the Parties amended their Purchase of Services Agreement, providing the Organization with the second allotment of \$110,000.00 and extending the agreement to January 31, 2021; and

WHEREAS, the Lexington-Fayette Urban County Government has determined that Organization has continued to satisfactorily perform and has demonstrated a need for additional funding and thus wishes to amend the Purchase of Services Agreement to provide an additional \$253,000.00 for Organization to deliver additional housing stabilization services, as described in Exhibit A of the respective agreement; and

WHEREAS, the Lexington-Fayette Urban County Government has determined that providing additional funding to Organization under this Agreement 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 to further amend the Amended Purchase of Services Agreement (hereinafter "the Agreement") entered into by the Parties on September 3, 2020, amended by the First Amendment to the Purchase of Services Agreement and approved by Resolution No. 419-2020, as amended by Resolution No. ____-2020, as follows:

(1) The Lexington-Fayette Urban County Government has determined that providing additional funding to Organization under this Agreement 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.

(2) Section 1 of the Agreement shall be amended to read as follows:
Government hereby retains Organization for the period beginning from date of execution, and continuing until March 31, 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.

(3) Section 2 of the Agreement shall be amended to read as follows:

The Government shall pay the Organization an amount not to exceed **Four Hundred Seventy-Three Thousand Dollars (\$473,000.00)**, which shall include 1) the **One Hundred and Ten Thousand Dollars (\$110,000.00)** previously provided to the Organization in the original Purchase of Services Agreement; 2) the additional **One Hundred and Ten Thousand Dollars (\$110,000.00)** previously provided to the Organization in the First Amendment to the Purchase of Services Agreement; as well as 3) an additional **Two Hundred and Fifty-Three Thousand Dollars (\$253,000.00)**, 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 sums 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.

(4) Section 3 of the Agreement shall be amended to read as follows:

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 by the Organization. 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, and each landlord complete Exhibit C, both which are 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.

(5) Section 5 of the Agreement shall be amended to read as follows:

In consideration for the provision of services described in Exhibit A, the Organization shall be entitled to retain ten percent (10%) of funds actually disbursed by the Organization to those seeking housing stability 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) That the remainder of the Purchase of Services Agreement shall remain unchanged.

IN WITNESS WHEREOF, this Amendment is executed as of the day and year first above written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

COMMUNITY ACTION COUNCIL FOR
LEXINGTON-FAYETTE, BOURBON, HARRISON
AND NICHOLAS COUNTIES, INC.

BY: Linda Gorton

BY: [Signature]

Linda Gorton, Mayor

Title: EXECUTIVE DIRECTOR

ATTEST:

ATTEST:

Mackenzie Summers
Deputy Clerk, Urban County Council

[Signature]

Camisha Boyd
Printed Name

CAMISHA BOYD
NOTARY PUBLIC
COMMONWEALTH OF KENTUCKY
ID # 626750
MY COMMISSION EXPIRES JULY 18, 2023