

PURCHASE OF SERVICES AGREEMENT

THIS PURCHASE OF SERVICES AGREEMENT (hereinafter referred to as "Agreement"), is made and entered into this 4 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 **OFFICE OF HOMELESSNESS PREVENTION AND INTERVENTION** (hereinafter referred to as "OHPI"), and **AVOL KENTUCKY, INC.** with offices located at 365 Waller Ave., Suite 100, Lexington, KY 40504 (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, 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 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 for ninety (90) days, 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 **Eighty-eight Thousand Dollars, (\$88,000.00)** 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 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) 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 dispersed. Prior to dispersal 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. Upon satisfactory performance and a demonstrated need for additional funding, the Organization may be eligible for up to an additional **Eighty-eight Thousand Dollars, (\$88,000.00)**, as determined by the Mayor or her designee, with such funding provided pursuant to a written amendment to this Agreement.

(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 ten percent (10%) of funds actually 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 AVOL KENTUCKY, INC.:

365 Waller Ave., Suite 100
Lexington, KY 40504
Attn: Jon Parker

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

AVOL KENTUCKY INC.

BY: *Jon Parker* *Amanda Bryant*
Title: *Executive Director* *Housing Case Mgr*

ATTEST:
Mackenzie Summers
Deputy Clerk, Urban County Council

ATTEST:
Amanda Bryant
Amanda Bryant
Printed Name