

## PURCHASE OF SERVICES AGREEMENT

THIS PURCHASE OF SERVICES AGREEMENT (hereinafter referred to as "Agreement"), is made and entered into this day of September 4, 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").

### 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 **One Hundred and Ten Thousand Dollars, (\$110,000.00)** 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 **One Hundred and Ten Thousand Dollars (\$110,000)**, 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 the Organization's violation of any 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

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

710 West High Street  
Lexington, KY 40508  
Attn: Sharon Price

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

ATTEST:

*Deputy Mackenzie Sommer*  
Clerk, Urban County Council

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

BY: *Adunio*  
Title: *EXECUTIVE DIRECTOR*

ATTEST:

*Bridgett Rice*  
*Bridgett Rice*  
Printed Name

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

**Purpose**

Stabilize housing by providing financial assistance to those households unable to pay rent due to a change of income as a result of the COVID-19 pandemic.

**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 one of the following types of financial assistance once within 12 months:

- Payment rental arrears

Or

- Relocation including deposit(s) and future rent payments up to 3 months.

Payments to existing landlords must include written assurance from the landlord that any late fees, interest, or penalties for nonpayment will be waived upon receipt of this funding, and that no legal action will be taken to evict the tenant(s) for any future nonpayment of rent for at least 90 days.

**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. Fayette County resident as of March 1, 2020;  
And
3. Certification of inability to pay rent is COVID-19 related;  
And
4. Certification of possible or pending eviction with total rental arrears owed or evidence of eviction since August 24, 2020 with the complaint filed after May 1, 2020 for nonpayment of rent as cause.

\*GreenHouse17 exception of eligibility – must be fleeing intimate partner abuse.

\*AVOL Kentucky exception of eligibility – must be medically vulnerable populations that include: the economically disadvantaged, racial and ethnic minorities, LGBTQ individuals, the elderly, the homeless, those with HIV/AIDS, and those with other chronic health conditions, including severe mental illness and substance use disorders.

**Process – All processes are subject to adjustments based on feedback, efficiency and effectiveness of partners.**

**Access Option 1**

Step 1: Residents can enter their information in the <https://covid19renterhelp.org/> portal or call Community Action Council for enrollment and referral for assistance.

Step 2: Community Action Council staff will review information entered in the portal, add the resident's information into the Kentucky Homeless Management Information System (KYHMIS) under the project Lexington CoC-COVID-19 Renter Help-OTH-HP-LEX (2936).

Step 3: Community Action Council staff will notify participating agency of pending referral including the relevant client ID in the KYHMIS.



Step 4: Participating agency will have 3 business days to contact client and confirm the ability to provide assistance.

Step 5: Participating agency will update the KYHMIS with outcome information under their assigned project.

\*\*\*If the participating agency is not able to assist, they are required to notify the resident and Community Action Council in order for the household to be referred elsewhere if possible. Documentation of denial will be noted in the KYHMIS for outcomes with reason for denial.

#### Access Option 2

Step 1: Residents can walk into any participating agency and request assistance.

Step 2: Participating agency will verify through the KYHMIS that they have not been served by another participating agency. Participating agency will have the option to serve them and enter all relevant information in the KYHMIS or refer them to Community Action Council.

Step 4: Participating agency will have 3 business days to confirm the ability to provide assistance.

Step 5: Participating agency will update the KYHMIS will outcome information under their assigned project.

#### Documentation

##### Self-Certification of Income and Inability to Pay Rent Due to COVID-19 (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 Fayette County Residency as of March 1, 2020

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

Examples:

- Lease – head of household
- Mail – name and address of head of household
- Bill – name and address of head of household

##### Landlord Certification of Possible or Pending Eviction and Acceptance of Assistance (Exhibit C)

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 cause.

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

##### 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 report to the Director of the OHPI every 14 days. This report will be provided by OHPI in the Kentucky Homeless Management Information System. Exception of GreenHouse17, which will utilize their comparable database.

**Partner Agencies**

<b>Agency</b>	<b>Target Population</b>	<b>Direct Assistance</b>	<b>Administrative Cost (10%)</b>	<b>Total Award</b>
Urban League	All	\$100,000	\$10,000	\$110,000
Step by Step	Single Mothers Ages 18-27	\$30,000	\$3,000	\$33,000
Catholic Charities	All	\$100,000	\$10,000	\$110,000
AVOL	Medically Vulnerable	\$80,000	\$8,000	\$88,000
GreenHouse17	DV Victims	\$100,000	\$10,000	\$110,000
The Nest	Families	\$100,000	\$10,000	\$110,000
New Life Day Center	All	\$50,000	\$5,000	\$55,000
Community Action Council	All	\$100,000	\$10,000	\$110,000
<b>Assigned Assistance for Round 1</b>				<b>\$726,000</b>
<b>Unassigned Assistance – Round 2</b>				<b>\$726,000</b>
<b>Total</b>				<b>\$1,452,000</b>

**EXHIBIT B**

**SAMPLE**  
(Property 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, \_\_\_\_\_, do hereby acknowledge that the rent due on the address listed above in the amount of \$ \_\_\_\_\_ is past due.

This delinquency is related to a loss of income due to the Covid-19 virus as follows: \_\_\_\_\_

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

\_\_\_\_\_  
Landlord or Property Management 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.

**EXHIBIT C**

**SAMPLE**

(Property Letterhead)

**TENANT RENTAL ASSISTANCE PROGRAM  
LANDLORD CERTIFICATION**

I, \_\_\_\_\_ (Property Owner), owner of the real property and improvements located at \_\_\_\_\_, understand that by submitting this application to the \_\_\_\_\_ (Agency Name), I am certifying that:

- No tenant for whom I receive Housing Stabilization Program funds can be charged any late fees, penalties, interest, or fines related to delinquent rent for the period in which I am receiving reimbursement.
- I am prohibited from filing a "Forcible Detainer" (Eviction) case against this tenant for whom I have received reimbursement for the months which I did not receive payments.
- I am prohibited from filing a "Forcible Detainer" (Eviction) case for 90 days from the date of receipt of Housing Stabilization funds against all tenants for whom I have received funding from the Housing Stabilization Program for said tenant's delinquent rent.
- All tenants for whom I have submitted a request for reimbursement are in fact delinquent on their rent for the periods I have stated in their application.
- If I have made any payment plans with tenants for delinquent rent, those have been identified and, upon receipt of the funds from the Housing Stabilization Program, those agreements are considered paid in full and no further action will be taken against those tenants related to the past due rent.

I certify that the information contained in this application is true and correct to the best of my knowledge.

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.

\_\_\_\_\_  
Property Owner/Authorized Property Management Employee

\_\_\_\_\_  
Date

**TO BE COMPLETED BY A NOTARY:**

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_  
by \_\_\_\_\_ (individual referenced above).  
Notary \_\_\_\_\_ Expiration Date: \_\_\_\_\_