

## **PURCHASE OF SERVICE AGREEMENT**

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter referred to as "Agreement"), made and entered into this \_\_\_\_ day of August, 2018, 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 and **YMCA OF CENTRAL KENTUCKY**, 381 W. Loudon Avenue, Lexington, Kentucky, 40508 (hereinafter referred to as "Association").

### **RECITALS**

**WHEREAS**, the Government desires to provide programming for youth, serviced and living in the area of Black and Williams Neighborhood Center; and

**WHEREAS**, the Association and Fayette County Public Schools have entered into an Agreement to provide the Power Scholars Academy Summer Program (hereinafter referred to as the "Summer Program") for 120 students currently attending Booker T. Washington Elementary School, who are also serviced by the Black and Williams Neighborhood Center; and

**WHEREAS**, the Government wishes to collaborate with the Association in the provision of this Program;

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

(1) The Government hereby retains the Association to provide the Summer Program, more particularly described as the "Power Scholars Academy Summer Program."

(2) The Government shall pay the Association a one-time payment in the amount of **Thirty Thousand and 00/100 Dollars (\$30,000.00)**, to be used exclusively towards the provision of this Summer Program and for no other services;

(3) The term of this Agreement shall be consistent with the duration of the Summer Program, which will begin on June 11, 2018 and end on July 13, 2018.

(4) The Association 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, and shall indemnify Government, its officers, agents and employees against any claim or liability arising from and based on the Association's violation of any such laws, ordinances or regulations.

(5) The Association shall, on such forms as the Government shall provide, submit to Government a final report and financial statement which will summarize the activities regarding the services provided.

(6) Books of accounts shall be kept by the Association and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Association. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Association, shall be maintained at the principal place of business of the Association as set forth in this Agreement. Government shall have free and complete access to the books, papers and affairs of the Association, 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 Association,

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.

(7) Government may designate such persons as may be necessary to monitor and evaluate the services rendered by the Association. 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 Association, nor to constitute the Association as an agent of the Government.

(8) The Association 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, shall promote equal employment through a positive, continuing program of equal employment, 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.

(9) The Association 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 Association conducts business.

(10) This instrument 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.

(11) Any alteration in the nature of such services and duties constitutes an amendment to this Agreement and must be in writing signed by both parties. The terms and conditions of this Agreement may be extended or amended at any time by mutual agreement of the parties in writing. Modifications to the Agreement shall be in compliance with the Notice section of this Agreement.

(12) 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  
Lexington, KY 40507  
Attn: Chris Ford  
Social Services Commissioner

**FOR ASSOCIATION:**

YMCA of Central Kentucky  
381 W. Loudon Avenue  
Lexington, KY 40508  
ATTN: Jessica Berry

IN WITNESS WHEREOF, this Agreement is executed as of the day first written above.

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

YMCA OF CENTRAL KENTUCKY

BY:\_\_\_\_\_

BY:\_\_\_\_\_

Jim Gray, Mayor

David Martorano  
President & CEO

ATTEST:

\_\_\_\_\_  
Clerk, Urban County Council