

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the day of _____ 2021 by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A ("Government" or "LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of the LFUCG Commissioner of Social Services and the **BLUEGRASS AREA DEVELOPMENT DISTRICT** ("Organization"), with offices located at 699 Perimeter Drive, Lexington, Kentucky 40517.

WITNESSETH

That 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 on July 1, 2020, and continuing for a period of twelve (12) months from that date unless within that period Government gives the Organization thirty (30) days written notice of termination of this Agreement in which case this Agreement shall terminate thirty (30) days from the date notice is given to the Organization.

2. Government shall pay the Organization the sum of **Fifty-Eight Thousand, Six Hundred dollars (\$58,600.00)** for the services required by this Agreement, for dues to promote regional solutions to local issues beneficial to Lexington-Fayette County, being further described in Exhibit "A" which is attached hereto and incorporated herein by reference as if fully stated herein, July to June, inclusive, within thirty (30) days after the Organization submits an invoice as provided in Paragraph 5. The dues are considered voluntary and shall only be paid after the requirements of this PSA are fulfilled to the reasonable satisfaction of the Government.

3. Organization shall provide all duties and services under this Agreement faithfully and satisfactorily at the time, place and duration prescribed herein. Compensation paid pursuant to this Agreement shall be used exclusively for the purposes set forth herein and for no other purpose. Any alteration or modification in the nature of such services or duties constitutes an amendment to this Agreement and must be in writing signed by both parties. Organization shall keep itself fully informed of all national and state laws and all 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 Organization's violation of any such laws, ordinances or regulations. Funds shall not be provided under this Agreement if the Organization fails to comply with all laws, ordinances, and regulations, or becomes subject to any federal or state investigation or lawsuit relating to unethical behavior or the misspending of funds during the term of this Agreement.

4. Organization represents that it has filed any federal, state or 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's most recent or current tax year are registered by the Organization in the Commissioner of Social Services Office, and the Organization shall not be compensated unless and until such registration has taken place.

5. The Organization shall, annually, by May 31, 2021, on such forms as the Commissioner of Social Services shall provide, submit to the Commissioner of Social Services a report containing, for each of the services enumerated in Exhibit A which were provided in the current fiscal year, (a) a description of the service provided, including the costs of providing services and the quantity and quality of the service provided, and (b) the additional information requested in and submitted on the form attached hereto as Exhibit B and incorporated herein by reference (or a similar form created and provided to Organization by the Government). Any and all provisions of this Agreement to the contrary notwithstanding, the compensation of Organization shall not be paid unless and until Organization submits the satisfactorily completed reports and invoice required hereunder. In addition, Organization shall be required to present a progress report as to its activities a minimum of one (1) time during the term before the Urban County Council's Economic Development Committee, the Urban County Council's General Government & Social Services Committee, or as otherwise instructed by the Government, prior to receiving funds under this Agreement.

6. Urban County funds provided under this Agreement will not carry forward into the next fiscal year (FY 2022). As such, failure to fulfill all the requirements of this Agreement, including, but not limited to, the required reporting; the presentation of a progress report at a Urban County Council committee or as otherwise instructed by the Government; and the provision of an invoice after or with the final report, within the term shall result in nonpayment of funds.

7. 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 relating to the LFUCG funds provided hereunder at all reasonable times, and if it desires, it may have said books and papers of the Organization audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

8. Government may designate such persons as may be necessary to monitor and evaluate the services rendered hereunder 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, or to constitute Organization an agent of the Government.

9. Organization shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation or gender identity, or handicap, 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.

10. 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 the Commissioner of Social Services for review within thirty (30) days of the execution of this Agreement.

11. The Organization agrees that all revenue and expenditures shall be audited at least annually by independent certified public accountants who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. A copy of this audit shall be submitted to the Commissioner of Social Services within 10 days of completion.

12. Organization agrees that it shall apply all funds received by it from the Urban County Government in accordance with the following investment policy guidelines:

A. Objectives-- Capital preservation with surety of income. Reasonable competitive income consistent with high investment quality and purpose of funds. All investments shall conform with state and local law and regulations and these Policies.

B. Investment Funds Management--The governing board may elect to either:

(1) manage its investments through its executive director where the size or complexity of funds to be managed is deemed by the board to be within the training, expertise and/or available time capacity of the executive director and the operating staff;

-or-

(2) utilize the professional investment management facilities of a local bank trust department acting in a fiduciary capacity within the same approved investment policies and federal, state, local and trust laws and regulations. The trust department may utilize its regular short-term 100% U.S. Treasury Fund for daily funds investment. The election of option 1 or 2 should be made consistent with the relative cost incurred and in the case of option 2 the cost shall be competitive among local trust departments.

C. Investment Policies--Safety and Prudence.

- (1) Short-term liquidity funds shall be invested in "riskless" investments, i.e., deposits in Kentucky commercial banks or savings and loan associations that are fully federally insured or deposits collateralized by U.S. Treasury securities with a current market value of at least 100%, or in direct obligations of U.S. Treasury securities.

Investments shall be diversified according to maturity in order to meet projected cash flow needs.

Collateral pledged to secure uninsured deposits shall be held at a federal reserve bank with the receipt providing absolute control by the agency.

- (2) Retirement funds, endowment funds, long-term capital reserve funds and any other special funds may be held and invested by a local bank trust department under investment objectives and diversification in accordance with the individual nature of the funds and pursuant to the "prudent man" investment rule as well as general trust law.
- (3) All investments shall be reviewed monthly by a finance or investment committee of the agency.
- (4) Local brokerage firms may hold and invest funds provided that investments are located within Kentucky and are fully insured.

- D. Audit--All investments shall be audited at least annually by independent certified public accountants who shall express an opinion as to whether or not investments during the year audited have conformed with state and local law and regulation and with the approved investment policies.

13. 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.

14. Notice - Any written notice required by the Agreement shall be delivered by

certified mail, return receipt requested, to the following:

For Organization: Bluegrass Area Development District
699 Perimeter Drive
Lexington, Kentucky 40517
Attention: Executive Director

For Government: Lexington-Fayette Urban County Government
Chris Ford, Commissioner of Social Services
200 East Main Street
Lexington, Kentucky 40507
Attention: Mayor

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, MAYOR

ATTEST:


Deputy Clerk of the Urban County Council

**BLUEGRASS AREA DEVELOPMENT
DISTRICT**

BY: 
HOUSTON WELLS
BOARD CHAIR

ATTEST:



WITNESS/DATE:

4-8-21

EXHIBIT "A"

Lexington/Fayette Urban County
Government Addendum for Services
Bluegrass Area Development District

Scope of Work

Local Contribution

During fiscal year 2021, the Bluegrass Area Development District (BGADD) will use these funds to promote regional solutions to local issues. The Lexington-Fayette Urban County Government (LFUCG) contribution of \$58,600 is commingled with contributions from other member governments to create a unique fund. The resulting fund is used to match state and federal grants and to pay expenses deemed necessary by the BGADD Board of Directors for which no state/federal grant monies are available.

EXHIBIT "B"

Lexington/Fayette Urban County Government

Addendum for Services

Bluegrass Area Development District

Lexington-Fayette Urban County Government
Annual Report
Fiscal Year 2021

Economic Development Partner Agency:
Bluegrass Area Development District

Date _____

Outcome Evaluation

Using the Addendum "A" to the Bluegrass Area Development District's Purchase of Service Agreement, please demonstrate progress towards stated goals and initiatives.

NOTE: If there have been changes to your LFUCG funded program(s) necessitating amendment of your approved outcomes, please contact Chris Ford, Department of Social Services at cford2@lexingtonky.gov or at 859-258-3804 to discuss the proposed amendments.

Workforce Activity within Lexington-Fayette County

Please describe how BGADD has worked with LFUCG's Director of Workforce & Business Engagement on matters impacting employment and company workforce needs to increase workforce activity within Lexington-Fayette County during the current fiscal year, July 1, 2020 – June 30, 2021.

Bluegrass Workforce Innovation Board

Please describe what the Bluegrass Workforce Innovation Board has done to aid workforce development in Lexington-Fayette County during the current fiscal year, July 1, 2020 – June 30, 2021.

Work of the BGADD Local Elected Officials Governing Board

Please describe how the BGADD has assisted the Mayor of Lexington-Fayette County in her role as Co-Chief Local Elected Official within the BGADD Local Elected Officials Governing Board during the current fiscal year, July 1, 2020 – June 30, 2021.

LFUCG Coordination

Please provide a detailed list of all projects the BGADD has worked on in coordination with LFUCG within the current fiscal year, July 1, 2020 – June 30, 2021.

Certification

As the Chief Executive Officer (or equivalent) of this agency, I certify that the information provided in this Quarterly Report is true and complete to the best of my knowledge and belief.

I further agree that funds received from LFUCG will be used for the purposes for which they were requested and approved, and that the agency will comply with the requirements set forth in the application and the approved Purchase of Service Agreement and Addendum.

Printed Name

Signature

Title

Date

THIS REPORT AND REQUIRED ATTACHMENT(S) ARE DUE BY:

May 31, 2020

**THIS REPORT SHOULD BE COMPLETED AND SUBMITTED
ELECTRONICALLY TO:**

THERESA MAYNARD
ADMINISTRATIVE OFFICER, DEPARTMENT OF SOCIAL SERVICES
THERESAM@LEXINGTONKY.GOV