

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the _____ day of _____ 2017, 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"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of the Chief Development Officer ("CDO") and **URBAN LEAGUE OF LEXINGTON – FAYETTE COUNTY, INC.** and **BLUEGRASS COMMUNITY AND TECHNICAL COLLEGE**, ("Organizations") with offices located at 148 DeWeese Street, Lexington, with mailing address of 148 DeWeese Street, Lexington, Kentucky 40507, with an effective date of July 1, 2017.

WITNESSETH

WHEREAS, it is the public policy of the Lexington-Fayette Urban County Government to encourage, promote, and support economic development, new job training, and job placement for the public purposes of providing employment opportunities for its residents and alleviating conditions of unemployment and poverty and it wishes to provide funding related to these purposes to certain qualified entities through the use of contingent funding agreements; and

WHEREAS, the Government utilized criteria related to these purposes and an application and screening process in selecting which entities, including the Organizations, would be eligible to receive funding pursuant to an agreement; and

WHEREAS, through this process and additional negotiations with the Organizations, the Organizations have agreed to commit to assisting a minimum of at least fifteen (15) low-income, unemployed, or underemployed individuals in job training and placement and in finding, obtaining, and keeping gainful employment as Certified Fiber Optic Technicians or Certified Fiber Optic Specialists; and

WHEREAS, the requirements of the Organizations' program, including the required number of participants served, is more particularly described herein; and

WHEREAS, it is in the public interest that the Government make a commitment of financial resources in order to encourage and support economic development endeavors, including job training and placement through the use of this type of funding agreement.

NOW THEREFORE, that for and in consideration of the mutual promises and covenants herein expressed, which is acknowledged and agreed to be sufficient consideration, the Government and the Organizations agree as follows:

1. The above recitals are incorporated herein as part of this Agreement.
2. This Agreement is intended to commence on July 1, 2017 and end on August 1, 2018, unless within that period Government gives the Organizations 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 provided to the Organizations.

3. In return for full performance of the terms of this Agreement by the Organizations, which shall include providing the services more fully described in Exhibit A, which is attached hereto and incorporated herein by reference, to at least fifteen (15) people, Government agrees to pay the Organizations the total sum of Thirty-Seven Thousand Five Hundred (\$37,500). The total sum amount shall be payable by no later than July 30, 2017.

4. Organizations represent that the services specified in Exhibit A would not have been delivered to these participants without the funds provided in this Agreement and understand that the Government is relying upon this representation as a condition of providing the funds.

5. The Organizations understand and agree that in order to retain all of the funds, that by no later than July 1, 2018 at least seventy-five percent (75%) of the total number of individuals required in Exhibit A of this Agreement must be fully trained as further described in Exhibit A and also placed into jobs located in Fayette County. In the event that the Organizations fail to train and place at least this number of people into jobs by the above deadline it shall be required to repay the Government for each person not trained or placed in accordance with the following formula:

$$\begin{aligned} & \mathbf{75\% \text{ (Required percentage of people to be trained and placed)} -} \\ & \mathbf{XX\% \text{ (Percentage actually trained and placed by July 1, 2018)} \times} \\ & \mathbf{\$37,500 \text{ (Funds provided in this Agreement).}} \end{aligned}$$

Any such repayment shall be due by no later than August 1, 2018.

6. In the event of termination of this Agreement by the Government as provided in Section 2, the Organizations will be required to repay the Government under the following formula:

$$\begin{aligned} & \mathbf{75\% \text{ (Required percentage to be trained and placed)} -} \\ & \mathbf{XX\% \text{ (Percentage actually trained and placed at the time of} } \\ & \mathbf{Termination) \times \$37,500 \text{ (Funds provided in this Agreement).} \end{aligned}$$

Any such repayment shall be due by no later than thirty (30) days after notice of termination of this Agreement is received by the Organization.

7. Organizations shall perform all duties and services specified in Exhibit A faithfully and satisfactorily at the time, place, and for the duration prescribed herein. Each Organization shall keep itself fully informed of all national and state laws and all municipal ordinances, and regulations that in any manner would affect 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 further agrees, to the extent permitted by Kentucky law, to indemnify, release and hold harmless Government, its officers, agents and employees against any and all claims or liability arising from or based upon any Organization's violation of any such laws, ordinances, or regulations. The Organizations shall repay the full funds provided in this Agreement if it fails to observe and comply with such laws, ordinances, and regulations during the funding period.

8. The Organizations represent that at all times relevant to this Agreement it shall remain in good standing with the Government as to any required registrations or certifications and shall timely pay any taxes, fees, fines, or penalties owed. Each

Organization further represents that it has filed any federal, state or local income tax returns required by law in the legally prescribed time and manner and shall provide copies of the same to Government upon request.

9. Collectively, the Organizations shall, by the tenth business day of the third (3rd) month (October 13, 2017), the sixth (6th) month (January 12, 2018), the ninth (9th) month (April 13, 2018), and the twelfth (12th) month (July 13, 2018) from the effective date of this Agreement, submit electronically to the CDO on the form attached hereto as Exhibit B and incorporated herein by reference (or a similar electronic Microsoft Excel form created and provided to Organizations by the Government): a report containing documentation that the duties and services required in Exhibit A are being fulfilled for the previous quarter. Failure to electronically submit the quarterly report described herein by the required date shall result in the Organizations repaying the full funds provided in this Agreement. In addition, Organizations may be required to present a progress report as to its activities annually before the Urban County Council's Budget, Finance & Economic Development Committee, or as otherwise instructed by the Government.

10. The Organizations shall also, on the quarterly report described in Section 9, track job retention of those individuals placed into jobs by the Organizations for one (1) year after each individual is placed. In the event that this one (1) year tracking period per individual placed exceeds the one (1) year quarterly report requirement described in Section 9, the Organizations shall continue to submit the report electronically to the CDO quarterly (on October 12, 2018, January 14, 2019, April 12, 2019, and July 12, 2019) until

each individual placed in a job has been tracked for one (1) year from the time of placement.

11. While nothing in this Agreement shall be construed to require repayment of funds if the Organizations fail to provide quarterly reports after July 13, 2018, if required under this Agreement, the Organizations understand that failure to provide these reports shall be taken into consideration by the Government in future funding cycles.

12. Books of accounts shall be kept by the Organizations and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Organizations. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Organizations, shall be maintained at the principal place of business of the Organizations as set forth in this Agreement. Government shall have free and complete access to the books, papers and affairs of the Organizations relating to the LFUCG funds provided hereunder at all reasonable times, and if it desires, it may have said books and papers of the Organizations audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

13. Government may designate such persons as may be necessary to monitor and evaluate the services rendered hereunder by the Organizations. The Government, its agents and employees, shall, at all times, have unrestricted reasonable 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 Organizations, or to constitute Organizations an agent of the Government.

14. Organizations 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.

15. Each 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 submitted to the CDO for review within thirty (30) days of the execution of this Agreement.

16. Organizations agree 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 CDO within 10 days of completion.

17. This Agreement is non-assignable and each Organization shall not assign its duties, obligations, or responsibilities under this Agreement to any other person or entity.

18. The parties agree that each Organization is an independent contractor and shall in no way will it or its employees or agents be viewed or treated as employees of the Government.

19. This Agreement and its enforcement shall be interpreted and subject to the laws of the Commonwealth of Kentucky and any related court action shall only be filed in Fayette County, Kentucky.

20. 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.

21. Notice – Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organizations: Urban League of Lexington-Fayette County, Inc.

148 DeWeese Street

Lexington, Kentucky 40507

Att: Raymond Daniels, Board Chair (or as otherwise designated in writing by Organizations)

For Government: Lexington-Fayette Urban County Gov.

200 East Main Street

Lexington, Kentucky 40507

Att: Kevin Atkins, Chief Development Officer

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: _____
JIM GRAY, MAYOR

ATTEST:

Martha Allen
Clerk of the Urban County Council

URBAN LEAGUE OF LEXINGTON -
FAYETTE COUNTY, INC.

BY: _____
RAYMOND DANIELS, BOARD CHAIR

ATTEST:

WITNESS: *Annissa Franklin*
DATE: 3-10-17

BLUEGRASS COMMUNITY AND
TECHNICAL COLLEGE

BY: _____
AUGUSTA A. JULIAN, ED.D.,
PRESIDENT/CEO

ATTEST:

WITNESS: _____
DATE: 3-10-17

EXHIBIT "A"

Lexington/Fayette Urban County Government
Addendum for Services
Urban League of Lexington – Fayette County, Inc.
Bluegrass Community and Technical College

Scope of Work

Between July 1, 2017 and July 1, 2018, Urban League of Lexington – Fayette County and Bluegrass Community and Technical College ("Organizations") will use these funds from Lexington-Fayette Urban County Government to:

- Provide a twenty-four (24) hour Certified Fiber Optic Technician training course to teach participants to effectively and efficiently install, terminate, and test multi-mode fiber optic networks to existing standards.
- Prepare participants to take the Certified Fiber Optic Technician exam.
- Provide a sixteen (16) hour Certified Fiber Optic Specialist/Testing and Maintenance training course to offer advanced training to participants involved with the testing and maintenance of fiber optic networks.
- Provide soft skill training to participants.

Total Number: By the end date of this Agreement, the Organizations will train and place at least fifteen (15) unique individuals into jobs who would not have been served without these funds. These individuals must be Fayette County residents.

