

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 20 day of ~~July~~ ^{August} 2019, 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.**, a Kentucky corporation, ("Organization") with offices located at 148 DeWesse Street, Lexington, Kentucky, with an effective date of July 1, 2019.

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, 2019, 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 total sum of Seventy-Six Thousand Five Hundred Dollars (\$76,500.00) for services required by this Agreement, said services being more particularly described in Exhibit A attached hereto and incorporated herein by reference. Nineteen Thousand One Hundred Twenty-Five Dollars (\$19,125.00) of the total sum amount shall be payable each quarter, within 10 days after receipt of the report required in Paragraph 6 herein, July to June, inclusive.

6. The Organization shall, at the end of each quarter and by no later than the 10th day of the succeeding quarter (October 10,2019; January 10,2020; April 10, 2020 and July 10,2020), on such forms as the CDO shall provide, submit electronically to the CDO: (a) a report containing, for each of the services enumerated in Exhibit A which were provided in the preceding quarter, a description of the service provided, including the costs of providing services and the quantity and quality of the service provided; (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); and (c) an invoice requesting compensation for the services provided during the preceding quarter. Failure to electronically submit the quarterly report and invoice described herein by the required date shall result in the quarterly payment to Organization being withheld until the next reporting period. In addition, Organization shall be required to present a progress report as to its activities annually, or as additionally required, before the Urban County Council's Budget, Finance & Economic Development Committee, or as otherwise instructed by the Government.

7. At no time shall the Organization require membership in the organization for services paid for in whole or in part with the assistance of funding from LFUCG.

8. 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

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 CDO for review within thirty (30) days of the execution of this Agreement.

12. 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 CDO within 10 days of completion.

13. 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.

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: *SCA deputy*
Abigail Allan, Clerk of the Urban County Council

URBAN LEAGUE OF LEXINGTON-
FAYETTE COUNTY

BY: *Kerry Creech*
KERRY CREECH, CHAIRPERSON

ATTEST: *Amelia*
WITNESS: *Annissa Franklin*
DATE: *8/2/19*

EXHIBIT "A"

Lexington/Fayette Urban County Government
Addendum for Services
Urban League of Lexington-Fayette County

Scope of Work

Local Contribution:

During fiscal year 2020 (July 1, 2019 through June 30, 2020) Commerce Lexington (CLEX) will use these funds from Lexington-Fayette Urban County Government to:

- College and Career Readiness for Middle and High School Students in Lexington/Fayette County
 - Assist with students college development plans
 - Weekly meetings with college mentor for juniors and seniors
 - Researching career interests
 - Assistance completing college and financial aid applications
 - Assistance with job applications
- 10 scholarships for students to attend to semesters of higher educations
- Support LIFT conference a college and career readiness conference
- Expungement for 20 individuals with Class D Felony/Misdemeanor records

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
 Economic Development Partner Agency Quarterly Report
 Fiscal Year 2020

Partner Agency: Urban League of Lexington
Date of Quarterly Report: X
Fiscal Year 2020 Report Period: Quarter #
Report Completed By: X

NUMBER OF INDIVIDUAL MEMBERS RECORD EXPUNGED

Number of Individuals Seeking Expungement This Quarter: #
 Number of Individual Expungements Granted This Quarter: #
 Number of Individuals Receiving Expungement With Remaining Felonies on Record That Were Not Expunged: #
 Number of Individuals Who Got New Job After Expungement: #
Type of Class D Felony Records Expunged
 This Quarter:
 X
 X
Type of Class D Misdemeanor Records Expunged
 This Quarter:
 X
 X

NUMBER OF STUDENTS ATTENDING THE LIFT CONFERENCE

Number of Students Attending LIFT Conference: #
 Number of Conference Students Applying for College: #
 Number of Students Accepted into College: #

NUMBER OF INDIVIDUAL STUDENTS COMPLETING URBAN LEAGUE SPONSORED COLLEGE OR CAREER READINESS PROGRAM

Number of Individual Students That Enrolled in Career Readiness Program:	#
Number of Individual Students Who Completed Career Readiness Program:	#
Students Assisted with College Development Plans This Quarter:	#
Students Attending Meetings With College Mentor This Quarter:	#
Students Assisted in Completing College Financial Aid Applications This Quarter:	#
Students Assisted with Job Applications This Quarter:	#

HIGHER EDUCATION/COLLEGE SCHOLARSHIP AWARDS

Number of Scholarship Applications Received:	#
Number of Scholarships Awarded:	#
<u>Higher Education Institution Students</u>	
<u>Attending:</u>	
X	
X	

FINANCIAL LITERACY TRAINING

Number of Students Attending Financial Literacy Program This Quarter:	#
Number of Total Student Hours in Financial Literacy Training:	#

LIST ALL PUBLIC OR TAX PAYER SUPPORTED SOURCES OF FUNDING OTHER THAN LFUCG ECONOMIC DEVELOPMENT PURCHASE OF SERVICE AGREEMENT THAT URBAN LEAGUE OF LEXINGTON RECIEVES AND THE AMOUNT OF EACH INDIVIDUAL SOURCE

<u>Name of Funding Source:</u>	<u>Amount of Funding:</u>
X	\$

BUDGET PARTICIPATION

Total Budget of Urban League for Current Quarter:	\$
All LFUCG Funding for Current Quarter:	\$
Administrative Cost & Salary Expenses for Current Quarter:	\$
LFUCG Funds % of Urban League Budget Current Quarter:	%
LFUCG Funds % of Urban League Budget Year to Date:	%

WHAT ACTIONS HAS THE URBAN LEAGUE TAKEN IN THE PAST QUARTER TO INCREASE ITS FINANCIAL SUSTAINABILITY WITH LESS RELIANCE ON FUNDS FROM LFUCG?

Place response here

Submit this form via Email in Excel format by the dates required in the PSA to the Chief Development Officer: katkins@lexingtonky.gov