

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the 27th day of July, 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 (hereinafter "Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of its OFFICE OF HOMELESSNESS PREVENTION AND INTERVENTION (hereinafter "Sponsor"), and, ARBOR YOUTH SERVICES, (hereinafter "Organization") with offices located at 536 West 3rd Street, Lexington, Kentucky 40508.

RECITALS

WHEREAS, the Government has established the Extended Social Resource ("ESR") Grant Program to provide grant funds to various non-profits that provide important social services to the community;

WHEREAS, this program, which prioritizes partnerships with community organizations in delivering social services to supplement and support the work of the Government, fulfills an important and vital public purpose;

WHEREAS, the ESR Grant Program provides funding for the Overnight Emergency Shelter Program, administered by the Sponsor;

WHEREAS, the Sponsor identifies non-profits in the community that provide overnight emergency shelter for those experiencing homelessness and who may qualify for funding in accordance with the Lexington-Fayette County Continuum of Care; and

WHEREAS, the parties agree the main goal of any funding investment is the reduction and end to homelessness.

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 on July 1, 2021, and continuing for a period of one (1) year from that date.
2. Either party may terminate this Agreement at any time and for any reason by providing the other party with thirty (30) days advance written notice of termination. In which case, this Agreement shall terminate thirty (30) days from the date notice is given.
3. This Agreement shall include the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated
 - a. Exhibit "A" – RFP #14-2021, consisting of 36 pages
 - b. Exhibit "B" – Quarterly Financial and Program Reports
 - c. Exhibit "C" – Organization's Formal Proposal to RFP #14-2021, consisting of 9 pages
4. Government shall pay Organization the sum of **TWO HUNDRED THOUSAND DOLLARS AND NO CENTS (\$200,000.00)** for the services, and outcomes required by this Agreement, said services, and outcomes being more particularly described in Exhibit C, attached hereto and incorporated herein by reference. One-fourth (1/4th) of the sum shall be payable in July 2021, or shortly thereafter upon receipt of a quarterly invoice, detailed program report, and a detailed financial report, attached hereto and incorporated herein as Exhibit B. The remaining portion will be payable in October 2021, January 2022, and April 2022 upon receipt of an invoice. All detailed program reports and detailed financial reports will be due on the second Friday of October, January, April, and July. Reports shall reflect the services and programs directly related to the funding provided by Lexington Fayette Urban County Government with emphasis on measurable outcomes.

5. In the event of termination of this Agreement by Government as provided for in paragraph 2 above, Organization shall be entitled to that portion of total compensation due under this Agreement as the service rendered bears to the service required herein.
6. Organization shall perform all duties and services included in Exhibit C attached hereto 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 Exhibit C and for no other purpose. 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. 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.
7. Organization shall indemnify, save, hold harmless and defend the Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest from and against all liability, damages, and losses, including but not limited to, demands, claims, liens, suits, notices of violation from governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Organization's performance or breach of this Agreement and/or the provision of goods or services, provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Organization; and (b) not caused solely by the active negligence or willful misconduct of the Government. The parties understand and agree that the Organization's obligation to defend the Government

includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Organization's expense, using attorneys approved in writing by the Government, which approval shall not be unreasonably withheld. The parties also understand and agree that the Organization's obligation to indemnify includes, but is not limited to: attorney fees and expenses; costs of litigation; court and administrative costs; expert witness fees and expenses, judgments; fines; penalties; interest; all environmental cleanups and remediation costs of whatever kind; and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Organization and Government, and damage to, or destruction of, any property, including the property of Government. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement. Organization understands that Government is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that the Government is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

8. 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 Sponsor, and the Organization shall not be compensated unless and until such registration has taken place.
9. The Organization shall, on such forms as the Sponsor shall provide, submit to Sponsor an annual report and financial statement which summarize the previous year's activities regarding the services enumerated in Exhibit C, attached hereto.
10. 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.

11. 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.
12. 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.
13. 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 Sponsor for review within thirty (30) days of the execution of this Agreement.

14. This instrument, the Exhibits, and any addendums incorporated herein, constitutes 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.

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

For Organization: Arbor Youth Services
536 West 3rd Street
Lexington, Kentucky 40508
Attn: Lori Clemons, Executive Director

For Government: Lexington-Fayette Urban County Government.
Office of Homelessness Prevention and Intervention
101 East Vine Street
Lexington, Kentucky 40507
Attn: Polly Ruddick, Director

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

ARBOR YOUTH SERVICES
536 WEST 3RD STREET
LEXINGTON, KENTUCKY 40508

BY: *Lori Clemons*
Name, Title
Lori Clemons, Executive Director

ATTEST:

Mackenzie Summers
Clerk of the Urban
County Council