

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the _____ day of _____ 2026 ("Execution Date"), by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of the Chief Development Officer ("CDO"), and **JUBILEE JOBS OF LEXINGTON, INC.**, a Kentucky corporation, ("Organization") with offices located at 535 W Second St., Ste. 205, Lexington, Kentucky 40508.

WITNESSETH

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

- 1. EFFECTIVE DATE; TERM.** This Agreement shall commence on July 1, 2026 ("Effective Date") and shall last for a period of twelve (12) months unless within that period this Agreement is terminated as provided for in Section 5 below.

- 2. RELATED DOCUMENTS.** This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:
 - a. Exhibit "A" – Scope of Work
 - b. Exhibit "B" – Quarterly Questionnaire
 - c. Exhibit "C" - Annual Questionnaire
 - d. Exhibit "D" – RFP #35-2024
 - e. Exhibit "E" – Organization's Response to RFP #35-2024

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "A", "D", "B", "C", and "E" in that order.

- 3. SCOPE OF SERVICES.** Organization shall perform the services outlined in the attached Exhibit "A" – Scope of Work for LFUCG in a timely, workmanlike and professional manner (the "Services"). Organization will support the economic development agenda and efforts of the Lexington-Fayette Urban County Government/Lexington Economic Partnership and shall perform all duties and services specified in Exhibit A faithfully and satisfactorily at the time, place, and for the duration prescribed herein.

4. PAYMENT. LFUCG shall pay Organization a total amount not to exceed Sixty-Two Thousand and Seven Hundred Eighteen Dollars and 42/100 Cents (\$62,718.42) ("Funds") for the performance of the Services. The Funds shall be subject to and contingent upon the final approval by the Urban County Council of the Lexington-Fayette Urban County Government's Fiscal Year 2027 budget. Payments shall be made quarterly for expenditures the Organization actually incurred, only after receipt of the Quarterly Report, detailed account statement, and quarterly invoices, accompanied by data and paid receipts supporting the reimbursement request to the satisfaction of LFUCG. No quarterly payment shall exceed one-fourth (1/4th) of the Funds. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

a. LFUCG shall have thirty (30) days from the date of approval of an invoice to pay the invoiced amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that the Services performed or materials provided for the Services are inadequate or defective.

b. LFUCG also reserves the right to reject any invoice submitted for services more than sixty (60) days after the services were rendered.

c. Any funds remaining after submission of the final quarterly report, accounting statement, and invoice shall lapse.

5. TERMINATION. LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Organization with at least thirty (30) days advance written notice in which case this Agreement shall terminate thirty (30) days from the date notice is given to Organization.

a. In the event of a termination based upon a material condition of non-performance or default by Organization, LFUCG shall provide Organization advance written notice and a reasonable period of time to cure the breach.

b. Organization may terminate this Agreement by providing LFUCG with at least ninety (90) days advance written notice in which case this Agreement shall terminate ninety (90) days from the date notice is given to LFUCG.

c. Organization acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event that such funding is not appropriated in a future fiscal year, LFUCG's obligations under this Agreement shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Organization. LFUCG shall exercise any application of this provision in good faith.

d. In the event of termination of this Agreement, Organization shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis.

6. REPORTING. Organization shall provide LFUCG with timely reports and updates related to the provisions of the Services in the form and manner reasonably specified by LFUCG.

a. For the purposes of this Agreement, "Quarterly Progress Report" shall mean the Quarterly Questionnaire attached hereto as Exhibit B (or a similar form created and provided to Organization by the Government). "Year-End Report" shall mean the Annual Questionnaire attached hereto as Exhibit C (or a similar form created and provided to Organization by the Government).

b. By no later than the tenth (10th) of the month following the end of each quarter (e.g.: Saturday, October 10, 2026; Sunday, January 10, 2027; Saturday, April 10, 2027; and Saturday, July 10, 2027), the Organization shall submit electronically, a detailed accounting statement and a quarterly invoice, accompanied by paid receipts supporting the reimbursement request.

c. By no later than the tenth (10th) of the month following the end of each quarter (e.g.: Saturday, October 10, 2026; Sunday, January 10, 2027; Saturday, April 10, 2027; and Saturday, July 10, 2027), the Organization shall submit electronically a Quarterly Report to the CDO, on such forms as the CDO shall provide. Organization shall attend Lexington Economic Development Investment Board meetings, and any special meetings, at the call of the Chair to answer any questions regarding the Quarterly Report.

d. No later than Monday, May 31, 2027, Organization shall provide a Year-End Report electronically to the CDO.

e. Failure to electronically submit the reports, accounting statements, and invoices, with supporting documentation, described herein by the required dates shall result in the payment to Organization being withheld until all reports, accounting statements, invoices, and supporting documentation referenced by this Agreement are submitted to and approved by the CDO. In addition, Organization shall be required to present a progress report as to its activities annually, or as additionally required, before the Lexington-Fayette Urban County Council's Budget, Finance & Economic Development Committee, Lexington Economic Development Investment Board, or as otherwise instructed by the Government. Failure to make the requested presentation shall require funding to be withheld until this requirement is fulfilled. Final payment is conditioned upon receipt and approval of the Year-End Report, the final Quarterly Report, final quarterly accounting statement, and the final quarterly invoice with supporting documentation.

f. By Monday, March 31, 2027 Organization shall provide 1) an updated list of WORK-Lexington workforce partners and employers participating in hiring events at all WORK-Lexington locations, and 2) Lexington/Fayette County workforce contacts, including entity name, the name of each entity's CEO/President, and the contact information of same.

g. Organization agrees to participate in quarterly meetings of the Lexington Economic Partnership members. These meetings are to update other partners on efforts related to funding from Lexington-Fayette Urban County Government.

7. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN. Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations and shall indemnify LFUCG, 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. This indemnification provision shall survive the termination of this Agreement. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. Organization represents that it has filed any federal, state or local income tax returns required by law in the legally prescribed time and manner. The person signing this Agreement on behalf of Organization is fully authorized to do so.

8. INSURANCE; INDEMNITY.

a. At all times relevant to the performance of this Agreement, Organization shall maintain insurance coverages in at least the following amounts, which shall be properly filed and approved by the Kentucky Department of Insurance. General Liability (\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit); Commercial Automobile Liability (combined single, \$1 million per occurrence) only if Organization utilizes automobiles in the performance of this Agreement; (if applicable) Professional Liability (\$1 million per occurrence, \$2 million aggregate); Worker's Compensation (Statutory); and Employer's Liability (\$1 million).

b. The risk management provisions of RFP #35-2024, not inconsistent with Section 8(a) above, are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to LFUCG as required therein. In addition, Organization shall provide LFUCG's Chief Development Officer with proof of coverage from the carrier within thirty (30) days of the Execution Date.

9. RECORDS. Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money,

goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.

a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement.

b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

10. ACCESS. LFUCG may designate such persons as may be necessary to monitor and evaluate the services rendered hereunder by the Organization. LFUCG, 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 LFUCG.

11. CONTRACTUAL RELATIONSHIP ONLY. In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.

12. MEMBERSHIP. At no time shall the Organization require membership in the Organization from any company, organization, or individual for services paid for, in whole or in part, with the assistance of funding from LFUCG. Upon notification of any such requirement for membership, this Agreement and Organization's services to Government shall automatically become void.

13. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap and (b) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

14. SEXUAL HARASSMENT. Organization must adopt or have adopted 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 made available to LFUCG upon request.

15. ANNUAL AUDIT. Organization shall comply with the audit requirements of 2 CFR Part 200, Subpart F, if applicable. LFUCG shall also have the option to request an audit of all revenue and expenditures related to this Agreement. If such an audit is requested by LFUCG, the audit shall be conducted by independent certified public accountants at Organization's expense, 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. For any audit performed, including a 2 CFR Part 200 audit, a copy of the audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG upon request.

16. INVESTMENT. Any investment of the funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

17. NO ASSIGNMENT. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

18. NO THIRD PARTY RIGHTS. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

19. KENTUCKY LAW AND VENUE. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

20. AMENDMENTS. By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

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

For Organization:

Jubilee Jobs of Lexington, Inc.
535 W Second St., Ste. 205
Lexington, Kentucky 40508
Att: Mason King, Chief Executive Officer
(or as otherwise designated in writing by Organization)

For Government:

Lexington-Fayette Urban County Government
200 East Main Street

Lexington, Kentucky 40507
Attn: Kevin Atkins, Chief Development Officer

22. WAIVER. The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.

23. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

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:

Clerk of the Urban County Council

JUBILEE JOBS OF LEXINGTON, INC.

BY: Peter D. Barr
PETER BARR, CHAIR

ATTEST:

Mac McLean
WITNESS: Mac McLean
DATE: 5/28/26

EXHIBIT "A"

Lexington/Fayette Urban County Government Addendum for Services Jubilee Jobs

SCOPE OF WORK – WORK - LEXINGTON

Local Contribution:

Jubilee Jobs will use these funds from Lexington-Fayette Urban County Government to perform the services as described in Exhibits D and E of this Agreement, which include, but are not limited to:

WORK-LEXINGTON

- Assist the Director of Business Engagement in the Office of the Chief Development Officer in the coordination and work to enhance and connect individuals with the WORK-Lexington program (www.lexingtonky.gov/lexwork) office(s), including on-site program coordination and support for the office(s).
- Coordinate with existing WORK-Lexington grant partners to provide access to workforce programming in various locations for residents of Lexington-Fayette County.
- Work with local employers and develop relationships with employers to help connect WORK-Lexington grant partners to potential jobs placement opportunities. Connect with employers weekly.
- Work with WORK-Lexington grant partners to promote workforce events related to both workforce training and placement.
- Develop and implement a marketing plan, including social media and other outreach methods, to promote the WORK-Lexington program and location(s) to residents of Lexington-Fayette County.
- Quarterly reports will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer by the 10th of the first month after the quarter.
- An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer by May 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

Exhibit "B"
Lexington-Fayette Urban County Government
Quarterly Questionnaire
Jubilee Jobs

JUBILEE JOBS QUARTERLY QUESTIONNAIRE

List of staff actively working on the Lexington-Fayette Urban County Government:

Name Race Sex Years With Employer Years of Experience in Economic Development

Organization Board of Directors:

- Number of Board Members:
- Breakdown by Race (Number and Percentage)
- Breakdown by Sex (Number and Percentage)
- Breakdown by Ethnicity (Number and Percentage)
- Average Years of Board Service for Members

WORK-Lexington Orientations:

- WORK-Lexington orientations held during the quarter:
- Total attendance at WORK-Lexington orientations held during this quarter:
- Average attendance at WORK-Lexington orientations held during this quarter:

Employer Engagement:

- Employers engaged on behalf of WORK-Lexington during this quarter:

Client Assistance:

- WORK-Lexington clients assisted during this quarter:
- WORK-Lexington clients who secured employment this quarter:
- WORK-Lexington enrollment for this quarter:
- WORK-Lexington enrollment who received employment this quarter:
- Types of employment (collectively) clients received this quarter:
 - Job Type
 - Job Type
 - Job Type

Marketing Efforts:

- WORK-Lexington social media post this quarter:
- WORK-Lexington quarterly email newsletter submitted this quarter: (Yes/No)
 - Attach newsletter with this report
- WORK-Lexington monthly community outreach activities conducted/held this quarter: Number
Please describe the activities that were conducted/held

Exhibit "C"
Lexington-Fayette Urban County Government
Annual Questionnaire
Jubilee Jobs

JUBILEE JOBS ANNUAL QUESTIONNAIRE

List of staff actively working on the Lexington-Fayette Urban County Government:

Name Race Sex Years With Employer Years of Experience in Workforce Training

Organization Board of Directors:

- Number of Board Members:
- Breakdown by Race (Number and Percentage)
- Breakdown by Sex (Number and Percentage)
- Breakdown by Ethnicity (Number and Percentage)
- Average Years of Board Service for Members

List of staff actively working on the Lexington-Fayette Urban County Government:

Name Race Sex Years With Employer Years of Experience in Workforce Training

Organization Board of Directors:

- Number of Board Members:
- Breakdown by Race (Number and Percentage)
- Breakdown by Sex (Number and Percentage)
- Breakdown by Ethnicity (Number and Percentage)
- Average Years of Board Service for Members

WORK-Lexington Orientations (July 1, 2026 – June 30, 2027):

- WORK-Lexington orientations held during the year (Goal 3 Orientations per month):
- Total attendance at WORK-Lexington orientations held during the year:
- Average attendance at WORK-Lexington orientations held during the year:

Employer Engagement (July 1, 2026 – June 30, 2027):

- Employers engaged on behalf of WORK-Lexington during the year (Goal 2 per week):

Client Assistance (July 1, 2026 – June 30, 2027):

- WORK-Lexington clients assisted during the year:
- WORK-Lexington clients who secured employment during the year:
- WORK-Lexington enrollment total during the year (Goal 500):

WORK-Lexington enrollment who received employment during the year (Goal 250):

Types of employment (collectively) clients received during the year:

Job Type

Job Type

Job Type

Marketing Efforts:

WORK-Lexington social media post during the year (Goal 3 per month):

WORK-Lexington Monthly email newsletters submitted the year (Goal 1 per quarter): Number

WORK-Lexington monthly community outreach activities conducted/held this year (Goal 1 per month):

Number held

Please describe the activities that were conducted/held

Referrals:

Number of referrals received:

Number of referrals to partners and which partners:

Names of partners referred to:

Barriers:

Top 5 barriers of clients

EXHIBIT "D"

Lexington/Fayette Urban County Government
Jubilee Jobs

RFP #35-2024

EXHIBIT "E"

Lexington/Fayette Urban County Government
Addendum for Services
Jubilee Jobs

**Jubilee Jobs of Lexington, Inc.
RFP #35-2024 RESPONSE
WORK PLAN**

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