

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the 11th day of July, 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 (hereinafter "Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of its Department of Social Services (hereinafter "Sponsor"), and, **LEXINGTON LEADERSHIP FOUNDATION** with offices located at 1750 Alexandria Drive, Lexington, Kentucky 40504, (hereinafter "Organization").

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, 2017**, and continuing for a period of two (2) years 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 Organization the sum of **Two Hundred Seventy-six Thousand and 00/100 Dollars (\$276,000)** for the services required by this Agreement, said services being more particularly described in the Addendum attached hereto and incorporated herein by reference as Exhibit A, one-eighth (1/8th) of which shall be payable in August 2017 or shortly thereafter upon receipt of an invoice, with one-eighth (1/8th) payable each quarter thereafter upon submission of a quarterly invoice and a detailed quarterly program report. **Quarterly invoices and detailed program reports shall be submitted by October 16th, 2017, January 15th, 2018, April 16th, 2018, July 15th, 2018, October 15th, 2018, January 14th, 2019, and April 15th, 2019. A two-year-end program report**

shall be submitted by July 15th, 2019. Reports shall reflect the services and programs directly related to the funding provided by Lexington Fayette Urban County Government with emphasis on measurable outcomes, and specifically outlined in the funding application. Forms for both the quarterly financial and program reports will be provided.

3. In the event of termination of this Agreement by Government as provided for in paragraph 1 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.

4. Organization shall perform all duties and services included in the Addendum 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 the Addendum 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, and

5. Organization shall indemnify, defend and hold harmless Government, its officers, agents and employees, from and against any and all liabilities, claims, demands, losses, damages, costs, and/or expenses arising out of, from, relating to, and/or based on the Organization's violation of any such laws, ordinances or regulations or Organization's breach of this Agreement.

6. 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.

7. 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 the addendum attached hereto.

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 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.

9. 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.

10. 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.

11. 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.

12. This instrument, and the Addendum incorporated herein, 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.

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 investment 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 regulation. The trust department may utilize its regular short-

term one hundred percent (100%) US 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" investment, 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 one hundred percent (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 full insured.

D. Audit - - All investments shall be audited at least annually by independent certified public accountant 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.

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

For Organization:

Lexington Leadership Fdn.

P. O. Box 4654

Lexington, Ky 40544

Attn: Eric Geary

For Government:

Lexington-Fayette Urban County Gov.
200 East Main Street
Lexington, Kentucky 40507

Attn: Chris Ford, Commissioner
Department of Social Services

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington,
Kentucky, the day and year first above written.

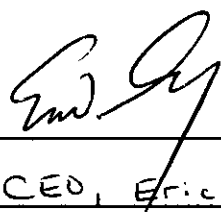
LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

LEXINGTON LEADERSHIP FOUNDATION

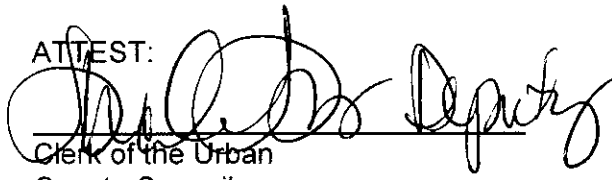
BY: _____


Jim Gray, Mayor

BY: _____


Title: CEO, Eric Geary

ATTEST: _____


Clerk of the Urban
County Council

Addendum

Agency: Lexington Leadership Foundation

Priority Area: Childhood & Youth Development

Program Name: Urban Youth Empowerment

LFUCG Extended Social Resource Grant Program FY18 & FY19 Funding: \$147,200 (\$73,600 per FY)

Program Summary: The Urban Youth Empowerment program will serve disadvantaged, at-risk youth ages six to 18. Our citywide, holistic approach to youth programming gives us a keen understanding of the systems and agencies involved in impacting at-risk children and youth. Our integration into the school system, partnership with LFUCG, and engagement with other youth-serving agencies involve us in addressing these issues across multiple sectors—positioning us over time to be one of the premiere youth serving agencies in the city.

LLF is unwavering in our mission to connect, unify, and mobilize people to tackle the toughest issues in our city. Many of those tough issues—such as poverty, violence, and poor school performance—are the realities youth face daily in the many distressed neighborhoods in our city. LLF is ever more committed to providing caring adults to mentor urban children and youth in our community and to bringing arts and athletic opportunities to those deserving young people.

Desired Outcomes for Clients: Urban Youth Empowerment program and allow us to enhance and expand services to at-risk youth in Fayette County to create positive environments and opportunities to combat the risk factors in their lives. This program will address the Childhood and Youth Development interest in services for “positive engagement of youth within local neighborhoods, schools, peer groups, and family units.

The Urban Youth Empowerment program will offer mentoring and athletic and art programming focused on training youth in life skills, character development, classwork, peer relationships, and team building. The program’s goal is to help Fayette County’s at-risk youth clients stay in school, develop self-confidence and self-respect, and succeed in life. These overarching outcomes will be realized through individual goal setting with youth, volunteer mentors, coaches, family, and school personnel. Specific topics will include increasing school attendance, creating a strategy to bring their grades up, visioning high-school graduation, and decreasing behavioral issues at home and in school.

For LFUCG Agreement Addendum and Quarterly Reporting purposes, describe below how you will ensure clients' needs are met or goals are achieved Please summarize based on your previous answers to questions above referenced in each column.

# of Clients to be Served per year	Desired outcome for client (from Question 5.1a.2)	Service or activities to achieve goal (from Question 5.1a.3)	Unit of service, frequency, length (from Question 5.1a.3)	Measure of effectiveness (from Question 5.1b.1)	Sampling size and frequency (from Question 5.1b.3)
160	<ul style="list-style-type: none"> Stay in school & improve grades 	<ul style="list-style-type: none"> One-to-one mentoring 	<ul style="list-style-type: none"> One-to-one mentoring one hour weekly 	<ul style="list-style-type: none"> 65% of mentoring matches continue beyond 12 months 	<ul style="list-style-type: none"> 100% of clients
100	<ul style="list-style-type: none"> Develop self-confidence & self-respect 	<ul style="list-style-type: none"> Group mentoring 	<ul style="list-style-type: none"> Group mentoring 10 hours per semester 	<ul style="list-style-type: none"> 80% of mentored youth show improved behavior, attendance, & grades at school 	<ul style="list-style-type: none"> Before & after services
150	<ul style="list-style-type: none"> Succeed in life 	<ul style="list-style-type: none"> Afterschool arts enrichment programs 	<ul style="list-style-type: none"> Arts enrichment 6 hours each semester & 15 hours each summer camp 	<ul style="list-style-type: none"> 100% of youth in art programs show improved character, peer collaboration, problem-solving ability, & art skills 	
250	<ul style="list-style-type: none"> Learn life skills & character development 	<ul style="list-style-type: none"> Summer arts camps 	<ul style="list-style-type: none"> Basketball camp 15 hours 	<ul style="list-style-type: none"> 100% of youth engaged in sports programs improve character, team-building skills, & sports skills 	
500	<ul style="list-style-type: none"> Develop peer relationships & team-building skills 	<ul style="list-style-type: none"> Sports enrichment camps 	<ul style="list-style-type: none"> Winter basketball league 12 hours weekly 		
500	<ul style="list-style-type: none"> Decrease behavioral issues 		<ul style="list-style-type: none"> Soccer camp 15 hours 		

Addendum

Agency: Lexington Leadership Foundation

Priority Area: Community Wellness & Safety

Program Name: Fayette County Fatherhood Initiative

LFUCG Extended Social Resource Grant Program FY18 & FY19 Funding: \$128,800 (\$64,400 per FY)

Program Summary: The Fayette County Fatherhood Initiative (FCFI) program serve annually 214 marginalized Fayette County fathers ages 16-55 throughout the community, including those incarcerated locally. The purpose of this program is to promote community wellness through increased education about responsible fatherhood, enhanced child and family well-being, and support services. FCFI will target low-income, marginalized fathers (especially African-American), ages 16–55, with limited access to family-friendly jobs, support systems, and resources needed to cultivate father-child relationships. These issues are exacerbated through absence of father-focused resources within Fayette County (underserved) and preexisting risk factors for poverty, violence, child abuse, and neglect (at risk). Prior to FCFI's, fathers were forced to use services un-equipped to address their unique and profound challenges. FCFI is able to serve participants' tailored needs and works to increase father-friendly and coordinated service delivery across the local social services network.

Desired Outcomes for Clients: Our desire is for 214 participating fathers annually—through engagement of FCFI staff, group mentors, and facilitators—to increase their social supports; self-awareness; communication skills; positive parental decision-making ability; knowledge of domestic violence and mental health issues; knowledge of ways to earn a living and manage personal resources; and knowledge and understanding of healthy parent-child relationships, healthy childhood development, and positive parenting practices.

Our service philosophy in helping clients achieve their goals is utilization of evidence-based curricula in a small-group format in conjunction with multiple partner sites. This method allows for increased interaction among FCFI staff, group facilitators, group mentors, and clients to form a network of positive social supports in addition to a safe and positive learning environment.

For LFUCG Agreement Addendum and Quarterly Reporting purposes, describe below how you will ensure clients' needs are met or goals are achieved Please summarize based on your previous answers to questions above referenced in each column.

# of Clients to be Served per year	Desired outcome for client (from Question 5.1a.2)	Service or activities to achieve goal (from Question 5.1a.3)	Unit of service, frequency, length (from Question 5.1a.3)	Measure of effectiveness (from Question 5.1b.1)	Sampling size and frequency (from Question 5.1b.3)
140	<ul style="list-style-type: none"> 75% of participants to demonstrate knowledge & use of healthy parenting practices 	<ul style="list-style-type: none"> Recruitment through social service partners Needs-based assessment 	For each client: <ul style="list-style-type: none"> 1.5 hours of needs-based assessment 	<ul style="list-style-type: none"> Completion of 90% of group sessions 	<ul style="list-style-type: none"> 16 cohorts per year Average of 14 participants per cohort
140	<ul style="list-style-type: none"> 75% show ability to cope with stress & conflict management 	<ul style="list-style-type: none"> Pre- & post-test of attitudes about parenting, self, & other relationships 	<ul style="list-style-type: none"> 12 weeks of evidence-based curricula delivery through group meetings (weekly for 2 hours) 	<ul style="list-style-type: none"> Group engagement Movement from higher to lower risk category 	<ul style="list-style-type: none"> Sampling size: all 214 participants
140	<ul style="list-style-type: none"> 75% show knowledge of children's emotional/social well-being & development 	<ul style="list-style-type: none"> Cohort group meetings Mentor support Father's Day community event 	<ul style="list-style-type: none"> 34 hours of services 	<ul style="list-style-type: none"> Behavioral change Completion of program by 70% of clients 	<ul style="list-style-type: none"> Pre- & post-tests at beginning & end of 12-week program
140	<ul style="list-style-type: none"> 75% show parental empathy 	<ul style="list-style-type: none"> Referral for wraparound services Additional FCFI services 		TOOLS: Pre- & post-tests; reports by mentors & facilitators	
140	<ul style="list-style-type: none"> 75% show healthy, lasting relationships with children & community 				