

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the _____ day of _____ 2018, 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 **COMMUNITY VENTURES CORPORATION**, a 501(c)(3) nonprofit organization, ("Organization") with offices located at 1450 North Broadway, Lexington, with mailing address of 1450 North Broadway, Lexington, Kentucky 40505, with an effective date of July 1, 2018.

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 creation 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 Organization, would be eligible to receive funding pursuant to an agreement; and

WHEREAS, through this process and additional negotiations with the Organization, the Organization has agreed to commit to assisting a minimum of at least eleven (11) entrepreneurial women a year (as defined in Section 2) by providing training and support to help start or expand businesses and find funding for said businesses; and

WHEREAS, the requirements of the Organization's 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 creation 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 Organization agree as follows:

1. The above recitals are incorporated herein as part of this Agreement.

2. Definitions: For the purposes of this Agreement:

"Year One" shall be July 1, 2018 to June 30, 2019.

"Year Two" shall be July 1, 2019 to June 30, 2020.

"Workforce Development Manager" shall be the Workforce Development Manager of the Lexington-Fayette Urban County Government or its equivalent.

3. This Agreement is intended to commence on July 1, 2018 and end on June 30, 2019, 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 provided to the Organization. Subject to the budgeting of funds in future years and the Organization's fulfillment of the requirements of this Agreement for Year One, the Government may extend this Agreement for another one-year term through Year Two.

4. In return for full performance of the terms of this Agreement by the Organization, which shall include providing the services more fully described in Exhibit A, which is attached hereto and incorporated herein by reference, to at least eleven (11) unique individuals in Year One, Government agrees to pay the Organization the total sum of Seventeen Thousand Five Hundred Dollars (\$17,500). If the Government chooses to extend this Agreement for a subsequent one-year term, the Government agrees to pay the Organization the total sum of Seventeen Thousand Five Hundred Dollars (\$17,500) to provide the services more fully described in Exhibit A to at least eleven (11) unique individuals in Year Two. Any funds provided by Government for performance of the terms of this Agreement for Year Two shall be contingent on the funds being available and budgeted. If insufficient funds are available and budgeted to provide the total sum stated above for Year Two, the amount provided for Year Two shall be reduced by the Government commensurate with the amount of funds budgeted and available. If this occurs, the number of individuals required to be served with the funds shall be reduced in proportion to the reduction in funding provided by the Government.

5. If the Organization has entered into a Purchase of Services Agreement with the Government in the past year for services related to workforce development and provided funds under this government program, any funds provided in Year One under this Purchase of Services Agreement shall be contingent upon first fulfilling the requirements within the previous Purchase of Services Agreement, except any requirement related to tracking job retention after the job training and business tracking requirements are satisfied. In addition to the stipulations above, any funds provided for Year Two shall be contingent upon fulfilling any job retention tracking requirements provided in any previous Purchase of Services Agreement between the Government and the Organization related to workforce development under this government program.

6. For Year One, the Organization shall be paid no later than thirty (30) days after the Government receives documentation that at least one individual has begun training in the program described in Exhibit A. The Organization understands that it may send this documentation, via email, to the Workforce Development Manager prior to its first quarterly report for Year One. However, in the event the Organization's first quarterly report for Year One does not show that the training services required in Exhibit A have commenced, all funds pursuant to this Agreement shall be forfeited and this Purchase of Services Agreement shall be considered void. If the Government chooses to extend this Agreement for a subsequent one-year term through Year Two, the Organization shall be paid, if the funds are available and budgeted, no later than thirty (30) days after the Government receives documentation that at least one individual has begun training in the program described in Exhibit A in Year Two. The Organization understands that it may send this documentation, via email, to the Workforce

Development Manager prior to its first quarterly report for Year Two. However, in the event the Organization's first quarterly report for Year Two does not show that the training services required in Exhibit A have commenced, any funds for Year Two shall be forfeited.

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

8. The Organization agrees to adhere to the program's budget as fully described in Exhibit B, which is attached hereto and incorporated by reference, to provide the required services. Any alteration in the budget for such services constitutes an amendment to this Agreement and must be in writing, via email, and approved by the Workforce Development Manager. The Organization further agrees that any salary increases shall not be derived from the funds provided by this Agreement.

9. The Organization understands and agrees that in order to retain all of the funds provided for Year One, that by no later than the last day of the applicable year, at least seventy-five percent (75%) of the total number of individuals required in Exhibit A of this Agreement must be trained in entrepreneurship by the Organization and must create or expand new or existing businesses within Fayette County with the help of the Organization. In the event that the Organization does not meet this requirement, it shall be required to repay the Government for each person who was not trained and who did

not create or expand a new or existing business, in accordance with the following formula:

$$\begin{aligned} & \mathbf{75\% \text{ (The required percentage of people to be trained and} } \\ & \mathbf{assisted in business creation/expansion in Fayette County)} \\ & \mathbf{- XX\% \text{ (The percentage actually trained and assisted by June} } \\ & \mathbf{30, 2019)} \\ & \mathbf{x \$17,500 \text{ (The funds provided in this Agreement)}} \end{aligned}$$

Any such repayment shall be due by no later than August 1, 2019.

10. The Organization understands and agrees that in order to retain all of the funds for Year Two, if the Government agrees to extend this Agreement for another one-year term, that by no later than the last day of the applicable year, at least seventy-five percent (75%) of the total number of individuals required in Exhibit A of this Agreement must be trained and must create or expand new or existing businesses within Fayette County. In the event that the Organization does not meet this requirement, it shall be required to repay the Government for each person who was not trained and who did not create or expand a new or existing business, in accordance with the following formula:

$$\begin{aligned} & \mathbf{75\% \text{ (The required percentage of people to be trained and} } \\ & \mathbf{assisted in business creation/expansion in Fayette County)} \\ & \mathbf{- XX\% \text{ (The percentage actually trained and assisted by June} } \\ & \mathbf{30, 2020)} \\ & \mathbf{x \$17,500 \text{ (The funds provided in this Agreement)}} \end{aligned}$$

Any such repayment shall be due by no later than August 1, 2020.

11. In the event of termination of this Agreement by the Government as provided in Section 3, the Organization will be required to repay the Government under the following formula:

75% (The required percentage of people to be trained and assisted in business creation/expansion in Fayette County)

– XX% (The percentage actually trained and assisted at the time of Termination)

x \$17,500 (The funds provided in this Agreement).

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.

12. Organization understands and agrees that no more than 10% of those served under this Agreement may live outside Fayette County at the time of enrollment into training.

13. Organization shall perform all duties and services specified in Exhibit A faithfully and satisfactorily at the time, place, and for the duration prescribed herein. Any alteration in the duties and services provided in Exhibit A constitutes an amendment to this Agreement and must be in writing, via email, and approved by the Workforce Development Manager.

14. 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 indemnify, release, and hold harmless

Government, its officers, agents, and employees against any and all claims or liability arising from or based upon Organization's violation of any such laws, ordinances, or regulations. The Organization 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.

15. The Organization represents 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. 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 Organization upon request.

16. For Year One, the Organization shall, by the tenth day of October 2018, January 2019, April 2019, and July 2019, submit electronically to the CDO on the form attached hereto as Exhibit C and incorporated herein by reference (or a similar electronic Microsoft Excel form created and provided to Organization by the Government): a report containing documentation that the duties and services required in Exhibit A are being fulfilled for the previous quarter. Absent extenuating circumstances, failure to electronically submit the quarterly report described herein by the required date shall result in the Organization repaying the full funds provided in this Agreement. In addition, Organization may be required to present a progress report as to its activities before the Urban County Council's Budget, Finance & Economic Development Committee at the call of the chair, or as otherwise instructed by the Government.

17. If the Government chooses to extend this Agreement for a subsequent one-year term, the Organization shall, by the tenth day of October 2019, January 2020, April 2020, and July 2020, submit electronically to the CDO on the form attached hereto as Exhibit C and incorporated herein by reference (or a similar electronic Microsoft Excel form created and provided to Organization by the Government): a report containing documentation that the duties and services required in Exhibit A are being fulfilled for the previous quarter. Absent extenuating circumstances, failure to electronically submit the quarterly report described herein by the required date shall result in the Organization repaying the full funds provided in this Agreement. In addition, Organization may be required to present a progress report as to its activities before the Urban County Council's Budget, Finance & Economic Development Committee at the call of the chair, or as otherwise instructed by the Government.

18. In order to determine and evaluate business creation or expansion, the Organization shall also, on the quarterly report described in Sections 16 and 17, track each individual who created or expanded a new or existing business with the help of the Organization until each individual has been tracked for one (1) year from the date of the business creation or expansion. In the event that this one year business retention tracking requirement extends past the periods required in Sections 16 and 17 for quarterly reports, the Organization agrees to continue tracking each individual who created or expanded a new or existing business with the help of the Organization on a quarterly report provided by the Workforce Development Manager until each individual who created or expanded a business with the help of the Organization has been tracked for one (1) year from the date of the creation or expansion of the business.

19. The Organization understands that failure to track business retention in accordance with Section 18 may delay or prevent future funding if the Organization is selected for future funding cycles until such time as the requirements in Section 18 are satisfied or could trigger repayment of grant funds in accordance with the following formula:

XX (The number of quarters in which Organization failed to track an individual who created or expanded a new or existing business with the help of the Organization)
x 25%
x \$17,500 (The funds provided in this Agreement).

20. The Organization agrees to complete the quarterly reports required above in good faith and to the satisfaction of the Workforce Development Manager. Any report deemed deficient by the Workforce Development Manager shall be remedied by the Organization within one month of notice thereof. The Organization further agrees that a representative of the Organization shall attend any quarterly meeting requested by the Workforce Development Manager. Absent extenuating circumstances, failure to comply with this Section shall result in repayment of the funds provided in this Agreement by the Organization for the applicable year.

21. 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 relating to the LFUCG funds provided hereunder at all reasonable times, and if it desires, it may have said books and papers of the Organization audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

22. Government may designate such persons as may be necessary to monitor and evaluate the services rendered hereunder by the Organization. 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 Organization, or to constitute Organization an agent of the Government.

23. Organization 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.

24. 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.

25. 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. Organization further agrees to submit a copy of its most recent audit before any payment is provided by the Government under this Agreement.

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

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

28. 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.

29. 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.

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

For Organizations: Community Ventures Corporation
1450 North Broadway
Lexington, Kentucky 40505

Att: John Watz, 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

COMMUNITY VENTURES
CORPORATION

BY: 
JOHN WATZ, BOARD CHAIR

ATTEST:



WITNESS: Susan E Walker
DATE: 4-11-2018

EXHIBIT "A"

Lexington/Fayette Urban County Government Addendum for Services Community Ventures Corporation

Scope of Work

Community Ventures Corporation ("Community Ventures") will use these funds from Lexington-Fayette Urban County Government to:

- **Provide at least ten "Business Builder" workshops.**
- **Provide customized, one-on-one business counseling to participants.**
- **Provide supplemental classes per quarter to participants.**
- **Provide additional assistance to participants, resulting in the starting or expansion of new businesses.**
- **Provide additional assistance to participants, resulting in new financing being obtained for their businesses.**

Any reference to "training" or any requirement by Community Ventures to "train" within this Exhibit or the Purchase of Service Agreement shall include the performance of the above services.

Total Number: By the end of each respective year, as defined in the Purchase of Service Agreement, Community Ventures will train and assist at least eleven (11) unique individuals, who would not have been served without these funds, in creating or expanding new or existing businesses. These individuals must be different from those served in previous Purchase of Service Agreements under this government program.

While it is the intent of the parties that the Organization shall train and assist eleven (11) unique individuals in creating or expanding new or existing businesses, in order to prevent triggering repayment under Sections 9 and 10 of the Purchase of Service Agreement, at least seventy-five percent (75%) of the total number of individuals required in this Exhibit must be trained and helped create or expand new or existing businesses within Fayette County.

EXHIBIT B

**Community Ventures
Lexington/Fayette Women's Entrepreneur Initiative**

	LFUCG FY18	CV \$	LFUCG FY19	CV \$
Staff time (salaries)	\$12,000	\$12,000	\$12,000	\$12,000
Fringe Benefits @ 32%	\$3,840	\$3,840	\$3,840	\$3,840
Travel – to/from class locations and businesses of women entrepreneurs working to expand their business	\$300	\$300	\$300	\$300
Supplies – Photocopying course materials, misc. supplies (pens, note pads for clients, etc.)	\$1,120	\$1,120	\$1,120	\$1,120
Other- Postage, etc.	\$100	\$100	\$100	\$100
General/Administrative	\$140	\$3,140	\$140	\$3,140
TOTAL COST	\$17,500	\$20,500	\$17,500	\$20,500

EXHIBIT "C"

**Lexington/Fayette Urban County Government
Addendum for Services
Community Ventures Corporation
Quarterly Report Format**

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