

**PURCHASE OF SERVICE AGREEMENT**

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the 11<sup>th</sup> 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, **YMCA OF CENTRAL KENTUCKY** with offices located at 381 West Loudon Avenue, Lexington, Kentucky 40508, (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 **Eighty-Six Thousand Eight Hundred Twenty and 00/100 Dollars (\$86,020)** 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 (1/8<sup>th</sup>) of which shall be payable in August 2017 or shortly thereafter upon receipt of an invoice, with one-eighth (1/8<sup>th</sup>) 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 16<sup>th</sup>, 2017, January 15<sup>th</sup>, 2018, April 16<sup>th</sup>, 2018, July 15<sup>th</sup>, 2018, October 15<sup>th</sup>, 2018, January 14<sup>th</sup>, 2019, and April 15<sup>th</sup>, 2019. A two-year-end program**

**report shall be submitted by July 15<sup>th</sup>, 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:

YMCA of Central Kentucky  
381 W. Loudon Ave.  
Lexington, KY 40508

Attn: David Martorano

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

YMCA OF CENTRAL KENTUCKY

BY: \_\_\_\_\_

Jim Gray, Mayor

BY: \_\_\_\_\_

Title: CEO

ATTEST:

\_\_\_\_\_ Deputy  
Clerk of the Urban  
County Council

## Addendum

**Agency:** YMCA of Central Kentucky

**Priority Area:** Childhood & Youth Development

**Program Name:** YMCA Youth Development

**LFUCG Extended Social Resource Grant Program FY18 & FY19 Funding:** \$86,020 (\$43,010 per FY)

**Program Summary:** Youth Development is the social-emotional, cognitive, and physical processes that all youth uniquely experience from birth to career. At the Y, we know that a successful development process fulfills children's innate need to be loved, spiritually grounded, educated, competent, and healthy. YMCA Youth Development programs include Y Readers, Before and After School, Summer Day Camp, Child Watch and Black Achievers serving thousands of Fayette County children throughout the year. These programs are available to all who wish to participate - regardless of whether they can afford to pay program fees. Financial assistance is available (on a sliding scale basis) to families in need and amounts to over 40% of the \$1 million in financial assistance awarded annually by the Y.

**Desired Outcomes for Clients:** All of the Y's youth development programs utilize the nine dimensions of well-being, detailed in the following segment, to measure impact on the youth we develop through our programs. With our youngest children, served in the Child Watch program while their parents seek to improve their health at the Y, we help them feel safe and secure as they build relationships with others and find positive adult role models. Additionally, we work with Fayette County Public Schools to incorporate Kindergarten readiness skills into our programs.

With school-age children in our camps and afterschool programs, we guide them to increase student achievement, engage in out-of-school-time activities, improve social-emotional skills, self-efficacy, school conduct and attendance, and increase school attachment while decreasing performance at the novice level in school. We help children in our Y Readers program improve reading proficiency and increase their interest and confidence in reading. Youth in our Black Achievers program gain knowledge of college options, increase academics, life skills, and positive identity, as well as develop relationships with adult mentors.

**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)
96	Y Readers - Improve reading proficiency, increase interest and confidence in reading	Lesson plan follows Four-Blocks multi-level literacy model -phonics, writing, self-selected and guided reading, enrichment activities to support physical and social-emotional growth	6 weeks, 4 days/wk; 2.5 hours literacy work, 4.5 hours enrichment, 1 field trip/wk, 1 family engagement activity	75% of students completing program show academic progress; 50% increase test scores by 10% or more; 75% read at home with parents most nights	100% of students use STARS Renaissance tool for pre/post test; 10% parent & caregiver survey, teacher feedback at end of 6-wk program
1,000	Y Afterschool - Academic improvement, improve school conduct and attendance, increase school attachment, reduction in "novice" scoring at school	Balanced program built on academic intervention, health & enrichment.  STEM, global learning, homework assistance provided	4 before-school, 9 afterschool sites, 5 days/wk, 11 hours/day, during school year, including school breaks and inclement weather days; some transportation provided	60% of students will show academic improvement by end of school year; 40% show reduction in "novice" scoring by end of school year	Individual learning plans for 75% of students at beginning of school year; grades, standardized test scores, parent surveys for 10% students, teacher feedback at end of school year
1,500	Y Summer Camp - Increase student achievement, engage in activities, reduce summer learning loss and risk-taking behavior, improve social-emotional skills and self-efficacy	Program focused on summer learning loss prevention, academic intervention, health and wellness activities, enrichment activities to support physical and social-emotional growth	10 weeks, 6 sites, 5 days/wk, 11 hours/day, during summer months, weekly field trips; some transportation provided	90% of students will engage in enrichment activities, 65% will show improvement in self-efficacy and a reduction in risk-taking behavior	75% of parents receive weekly surveys with 10% target collection rate, surveys and staff feedback collected and compiled weekly and at end of summer camp season
275	Y Black Achievers - Gain knowledge of college options, increase academics, gain positive relationships, life skills and positive identity	Program connects 6-12 grade students with role models, providing them with educational and career opportunities, mentoring and tutoring	2 Saturdays/mo during school year; 4 special sessions, 3-5 college tours per school year; scholarships awarded at end of school year	95% of high school seniors will graduate on time; 90% will apply to college or vocational school and receive college scholarships; 50% of students will participate in college tours, college/career fair or leadership summit	90% of grade point averages and ACT test scores are documented at beginning and end of school year; graduation rate, college admission, and self-surveys collected at end of school year