

PURCHASE OF SERVICE AGREEMENT

This PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the 6 day of January, 2020, 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"), whose principal address is 200 East Main Street, Lexington, Kentucky 40507, on behalf of its office of ONE Lexington (hereinafter "Sponsor"), and **LEXINGTON RESCUE MISSION, INC.**, a Kentucky non-profit organization, whose principal address is 444 Glen Arvin Avenue, Lexington, Kentucky 40508, (hereinafter "Organization").

RECITALS

WHEREAS, the Sponsor is an office within the Mayor's Office whose primary focus is to coordinate, mobilize, and leverage City and community resources to increase safety, reduce violent crimes, and enhance quality of life in Lexington;

WHEREAS, the Sponsor desires to implement the Safety Net Initiative, which is an effort to reduce violent crime through proactively identifying potentially vulnerable individuals and/or households to connect with community partners and resources;

WHEREAS, Lexington Rescue Mission desires to partner with the Sponsor to assist in fully implementing the Safety Net Initiative.

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 January 8, 2020, and continuing for a period of twelve (12) months from this date, unless within that period the Government gives the Organization thirty (30) days written notice of termination of this Agreement in which case this Agreement shall terminate thirty days from the date notice is given to the Organization.

2. Government shall pay Organization the sum of **Ten Thousand and 00/100 Dollars (\$10,000.00)** 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. Payment to the Organization shall be made at the time of execution of the Agreement.

3. In the event of termination of this Agreement by the Government as provided in paragraph 1 above, Organization shall reimburse and/or refund the Government all unencumbered and/or unexpended funds at the time of termination.

4. Organization shall perform all duties and services included in Exhibit A 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 A and for no other purpose. Any alteration in the nature of services and duties constitutes an amendment to this Agreement and must be in writing signed by both parties.

5. 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.

6. 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.

7. 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.

8. The Organization shall, on such forms as the Sponsor shall provide, submit to Sponsor a report and financial statement which summarize the Organization's activities regarding the services enumerated in Exhibit A attached hereto.

9. 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.

10. 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.

11. 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, shall promote equal opportunity in employment through a positive and continuing program of equal opportunity in employment, and shall cause

each of its subcontracting agencies to do so. This program of equal opportunity in employment shall apply in every aspect of its employment policies and practices.

12. 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.

13. This instrument, and Exhibit A, attached hereto and 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.

14. NOTICE – Any written notice required by this Agreement shall be delivered to the following:

FOR THE ORGANIZATION:

Lexington Rescue Mission, Inc.
444 Glen Arvin
Lexington, Kentucky 40508
ATTN: Laura Carr, COO

FOR THE GOVERNMENT

Lexington-Fayette Urban County Government
200 East Main Street

Lexington, Kentucky 40507
ATTN: Laura Hatfield, ONE Lexington, Mayor's Office

[INTENTIONALLY LEFT BLANK – SIGNATURE PAGE TO FOLLOW]

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 RESCUE MISSION

BY: *Linda Gorton*
Linda Gorton, Mayor

BY: *Laura Carr*
Laura Carr, Chief Operating Officer

ATTEST:

Mackenzie Sommer
Deputy Clerk of the Urban
County Council

0/1000 - 10/1000

EXHIBIT A

Safety Net Initiative Addendum

Basic Functions

Lexington Rescue Mission will provide support to the ONE Lexington office for Street Outreach Worker, who will be responsible for making contact with individuals and families interested in participating in the Safety Net initiative. This individual will play an integral role in building trust with Safety Net participants and will work with the Safety Net Resource Team to identify needed resources and opportunities related to their quality of life and community safety.

Duties:

- Respond to Safety Net referrals by phone within 48 hours.
- Arrange to meet with Safety Net participant to conduct a Safety Net Assessment for individual or family.
- Identify available resources for the individual or family in need based on their Safety Net Assessment results.
- Assist ONE Lexington Director in identifying community mentors for Safety Net Participants and coordinate participant/mentor introductions.
- When no community mentor is identified, communicate Individualized Resource Guide with Safety Net Participant and make bi-weekly follow up contact.

Abilities:

- Possess strong communication and interpersonal skills.
- Work effectively with Safety Net Participants and community partners.
- Work a flexible schedule that includes nights and weekends.
- Understand and relate to the needs of Safety Net participants of diverse ethnic, cultural, education and socioeconomic backgrounds.
- Operate a computer to enter data, maintain records, and generate reports.
- Network effectively with various types of organizations, including government agencies, faith community, law enforcement agencies, schools, social service agencies, and grassroots organizations.
- Work with ONE Lexington Director to develop any needed community trainings.
- Prioritize tasks and work independently in the absence of supervision.