

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the _____ day of July 2022, 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 **URBAN LEAGUE OF LEXINGTON-FAYETTE COUNTY, INCORPORATED**, a Kentucky corporation, ("Organization") with offices located at 148 DeWeese Street, Lexington, Kentucky 40507, with an effective date of July 1, 2022.

WITNESSETH

That for and in consideration of the mutual promises and covenants herein expressed, the Government and the Organization agree as follows:

1. This Agreement shall include 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 Report Questionnaire
- C. Exhibit "C" – Year-End Report Questionnaire
- A. Exhibit "D" – RFP #26-2022
- B. Exhibit "E" – Organization's Response to RFP #26-2022

2. For the purposes of this Agreement, "Quarterly Progress Report" shall mean the quarterly summary of the Organization's performance of the services and activities required in Exhibit A and any other information required on the form attached hereto as Exhibit B incorporated herein by reference (or a similar form created and provided to

Organization by the Government). "Year-End Report" shall mean the year-end summary of the Organization's performance of the services and activities required in Exhibit A and any other information required on the form attached hereto as Exhibit C, which is incorporated herein by reference (or a similar form created and provided to Organization by the Government).

3. Government hereby retains Organization for the period beginning on July 1, 2022, and continuing for a period of twelve (12) months from that date unless within that period: 1) 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 or 2) Organization gives the Government ninety (90) days written notice of termination of this Agreement in which case this Agreement shall terminate ninety (90) days from the date notice is given to Government. This Agreement may be extended with the Organization for one additional period of twelve (12) months beginning July 1, 2023 if all performance requirements under this Agreement have been met in the first twelve (12) months and funding has been appropriated. Extension of this Agreement will be based on review of services provided for the previous twelve (12) months by the Lexington Economic Development Investment Board who will then make a recommendation to the Lexington-Fayette Urban County Council on extension of this Agreement.

4. Government shall pay the Organization the total sum of One Hundred Fifty Thousand Dollars (\$150,000.00) for services required by this Agreement, said services being more particularly described in Exhibit A attached hereto and incorporated herein by reference. The first installment, in the amount of Seventy-Five Thousand Dollars

(\$75,000.00), shall be made upon final execution of this Agreement and receipt of an invoice from the Organization. The second installment, in the amount of Seventy-Five Thousand Dollars (\$75,000.00), shall be made upon full provision of the services required under Exhibit A for the relevant term and receipt and review by the CDO, and acceptance by the Lexington Economic Development Investment Board, of all reports required by this Agreement, to the satisfaction of the Board and the CDO. Total sum of each payment shall be payable within ten (10) days after receipt of required invoice as required in s 9 herein, July to June inclusive.

5. In the event of termination of this Agreement as provided for in Paragraph 3 above, Organization shall be entitled to that portion of total compensation due under this Agreement, as the service rendered bears to the total service required hereunder. If the Agreement is terminated prior to the Organization rendering at least half the services required under Exhibit A, as determined by the CDO, Organization shall be required to repay that portion of compensation received for which services were not provided.

6. 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. Organization shall keep itself fully informed of all national 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 shall indemnify Government,

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.

7. Organization shall indemnify, defend and hold harmless Government, its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Organization's performance of or breach of this Agreement and/or the provision of goods or services, provided that (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Organization; and (b) not caused solely by willful misconduct of the Government. The Parties understand and agree that the Organization's obligation to defend the Government includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Organization's expense, using attorneys approved in writing by the Government, which approval shall not be unreasonably withheld. The Parties also understand and agree that the Organization's obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, all environmental cleanups and remediation costs of whatever kind, and any liability arising from death, injury, or damage of any kind, to any person, including

employees and agents of Organization and Government, and damage to, or destruction of, any property, including the property of Government. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement. Organization understands that Government is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that the Government is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

8. Organization represents that it has filed any federal, state or 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's most recent or current tax year are provided by the Organization to the CDO, and the Organization shall not be compensated unless and until such requirement has occurred.

9. By no later than the 12:00pm (noon) on the last Friday of each quarter (e.g.: Friday, September 30, 2022; Friday, December 30, 2022; Friday, March 31, 2023; and Friday, June 30, 2023), the Organization shall submit electronically a Quarterly Progress Report to the CDO, on such forms as the CDO shall provide, containing, for each of the services enumerated in Exhibit A which were provided in the preceding quarter, (a) a description of the service provided, and (b) the additional information requested in and submitted on the form attached hereto as Exhibit B incorporated herein by reference (or a similar form created and provided to Organization by the Government). Organization shall attend Lexington Economic Development Investment Board meetings scheduled the first Tuesday of each month, and any special meetings, to answer any questions regarding the

quarterly report. No later than thirty days from the end of the term, Organization shall provide a Year-End Report electronically to the CDO containing a year-end report for services enumerated in Exhibit C incorporated herein by reference (or a similar form created and provided to Organization by the Government); and an invoice requesting final compensation for the services provided in accordance with this Agreement. Failure to electronically submit the reports and invoice described herein by the required date shall result in the payment to Organization being withheld until all reports referenced by this Agreement and an invoice are submitted to 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 will be made upon fulfillment of the terms of this Agreement and acceptance of the Organization's year-end report by the CDO and the Lexington Economic Development Investment Board.

10. By March 31, 2023, 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.

11. Organization agrees to participate in monthly 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.

12. 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.

13. 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 related to this Agreement. 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.

14. 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 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.

15. 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.

16. 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 the CDO for review within thirty (30) days of the execution of this Agreement.

17. The Organization agrees that all revenue and expenditures related to this agreement 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. A copy of this audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to the CDO within 10 days of completion.

18. Organization agrees that it shall apply all funds received pursuant to this Agreement 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 investments 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 regulations. The trust department may utilize its regular short-term 100% U.S. 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" investments, 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 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 fully insured.

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

19. 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.

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

For Organization:

Urban League of Lexington-Fayette County
148 Deweese Street
Lexington, Kentucky 40507

Att: P.G. Peebles, President, Urban League of Lexington-Fayette County

(or as otherwise designated in writing by Organization)

For Government:

Lexington-Fayette Urban County Government
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: _____
LINDA GORTON, MAYOR

ATTEST:

Abigail Allan, Clerk of the Urban County Council

URBAN LEAGUE OF LEXINGTON-
FAYETTE COUNTY, INCORPORATED

BY: _____
RAY DANIELS, CHAIRPERSON

ATTEST:

WITNESS: _____

DATE: _____

DRAFT

EXHIBIT “A”

Lexington/Fayette Urban County Government
Addendum for Services
Urban League of Lexington-Fayette County

SCOPE OF WORK – WORK-LEXINGTON

Local Contribution:

Urban League of Lexington-Fayette County 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:

1. Serve as a coordinator for WORK-Lexington managed by the Office of the Chief Development Officer/Director of Workforce and Business Engagement. Organization is to be the primary coordinator and point of contact for the WORK-Lexington program (www.lexingtonky.gov/lexwork) office(s), including on-site program coordination and support for the office(s), and quarterly partner meetings.
2. Coordinate with existing WORK-Lexington partners to provide access to workforce programming in various locations for residents of Lexington.
3. Work with local employers to help connect WORK-Lexington partners to potential jobs placement opportunities.
4. Work with WORK-Lexington partners to promote workforce events related to training and placement.
5. Develop and implement a marketing plan, including social media and other outreach methods, to promote the WORK-Lexington program and location(s).
6. Submit an annual report to the Chief Development Officer/Director of Workforce and Business Engagement and the Economic Development Investment Board by March 31, 2023 and March 31, 2024, detailing the activities of that current year.
7. Work with Office of the Chief Development Officer/Director of Workforce and Business Engagement to utilize current on-line presence of WORK-Lexington webpage.
8. Assist all WORK-Lexington partners with scheduling and promoting their respective services provided to the community. Schedules will be approved by the Office of the Chief Development Officer/Director of Workforce and Business Engagement.
9. Items reflected in following pages of work plan from Urban League of Lexington-Fayette County.

EXHIBIT “B”

Lexington/Fayette Urban County Government
Addendum for Services
Urban League of Lexington-Fayette County

**QUARTERLY REPORT QUESTIONNAIRE
(DUE BY NOON FRIDAY, SEPTEMBER 30, 2022; FRIDAY, DECEMBER 30, 2022;
FRIDAY, MARCH 31, 2023; AND FRIDAY, JUNE 30, 2023)**

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ORGANIZATIONAL QUARTERLY QUESTIONS

LISTING OF MEMBERS/STAFF ACTIVELY WORKING ON WORK-LEXINGTON EFFORTS ON BEHALF OF URBAN LEAGUE OF LEXINGTON-FAYETTE COUNTY

Name	Race	Sex	Years of Experience With Employer	Years of Experience in Workforce Development
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**TOTAL AND
PERCENTAGE FOR
EACH
CATEGORY/COLUMN**

LISTING OF BOARD MEMBERS FOR URBAN LEAGUE OF LEXINGTON- FAYETTE COUNTY

Name	Race	Sex	Years as Board Member for the Organization
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**TOTAL FOR
EACH
COLUMN**

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NUMBER OF WORK-LEXINGTON PARTNER COORDINATION MEETINGS HELD DURING THE MOST RECENT QUARTER	X
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PARTNER ORGANIZATIONS WHO ATTENDED WORK-LEXINGTON COORDINATION MEETINGS HELD DURING THE MOST RECENT QUARTER	
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SECOND CHANCE EMPLOYEES PLACED IN THE MOST RECENT QUARTER	X
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PROGRAM PARTICIPANT QUARTERLY QUESTIONS

NUMBER OF PLACEMENT TYPES DURING THE MOST RECENT QUARTER
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Temp Agency	X
Partner Agency	X
Private Employer	X
Other	X

NUMBER OF EMPLOYEES SERVED BY PROVIDING TRAINING TO UPSKILL THEIR EMPLOYMENT DURING THE MOST RECENT QUARTER	X
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NUMBER OF CLIENTS/INDIVIDUALS RECEIVING CAREER COACHING DURING THE MOST RECENT QUARTER	X
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NUMBER OF CLIENTS/INDIVIDUALS SERVED IN POST-EMPLOYMENT COACHING DURING THE MOST RECENT QUARTER	X
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**TOP FIVE BARRIERS TO EMPLOYMENT IDENTIFIED IN MOST RECENT
QUARTER**

1.
2.
3.
4.
5.

SECOND CHANCE EMPLOYEES PLACED IN THE MOST RECENT QUARTER	X
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NUMBER OF PLACEMENT TYPES DURING THE MOST RECENT QUARTER

Temp Agency	X
Partner Agency	X
Private Employer	X
Other	X

NUMBER OF EMPLOYEES SERVED BY PROVIDING TRAINING TO UPSKILL THEIR EMPLOYMENT DURING THE MOST RECENT QUARTER	X
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NUMBER OF CLIENTS/INDIVIDUALS RECEIVING CAREER COACHING DURING THE MOST RECENT QUARTER	X
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NUMBER OF CLIENTS/INDIVIDUALS SERVED IN POST-EMPLOYMENT COACHING DURING THE MOST RECENT QUARTER	X
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EXHIBIT "C"

Lexington/Fayette Urban County Government
Addendum for Services
Urban League of Lexington-Fayette County

YEAR-END REPORT QUESTIONNAIRE (DUE BY NOON FRIDAY, JUNE 1ST)

ANNUAL SUCCESS MEASURES

Total individual (non-duplicated) number of participants served by the program in the last year	X
Total individual (non-duplicated) number of participants who found employment during the last year	X
Total individual (non-duplicated) number of participants were assisted with resume and cover letter creation during the last year	X
Total individual (non-duplicated) number of participants who received job interviews in the previous year: X	Number hired as a result of the interview: X
Total individual (non-duplicated) number of participants who had identified barriers to employment: X	Number who had identified barrier to employment removed: X

Number of Non-Profit partners for WORK-Lexington program	X
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Number of employers who hired employees from the WORK-Lexington program	X
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TOP FIVE BARRIERS TO EMPLOYMENT IDENTIFIED LAST YEAR	
1.	
2.	
3.	
4.	
5.	

SECOND CHANCE EMPLOYEES PLACED IN THE LAST YEAR	X
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NUMBER OF PLACEMENT TYPES DURING THE LAST YEAR	
Temp Agency	X
Partner Agency	X
Private Employer	X
Other	X

NUMBER OF EMPLOYEES SERVED BY PROVIDING TRAINING TO UPSKILL THEIR EMPLOYMENT DURING THE LAST YEAR	X
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**NUMBER OF CLIENTS/INDIVIDUALS X
RECEIVING CAREER COACHING
DURING THE LAST YEAR**

**NUMBER OF CLIENTS/INDIVIDUALS X
SERVED IN POST-EMPLOYMENT
COACHING DURING THE LAST YEAR**

ACCOUNTING OF USE OF LFUCG FUNDS DURING THE YEAR	
Budget Category (<i>EX: Marketing, Salaries, etc</i>)	Amount

FUNDING FOR ECONOMIC DEVELOPMENT/WORK-LEXINGTON EFFORT		
FUNDING SOURCE	AMOUNT OF FUNDING	PERCENTAGE
Lexington-Fayette Urban County Government	\$150,000.00	%
Other Source		%
Other Source		%

EXHIBIT “D”

Lexington/Fayette Urban County Government
Addendum for Services
Urban League of Lexington-Fayette County

RFP #26-2022

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EXHIBIT “E”

Lexington/Fayette Urban County Government
Addendum for Services
Urban League of Lexington-Fayette County

**URBAN LEAGUE OF LEXINGTON-FAYETTE COUNTY
RFP #26-2022 RESPONSE
WORK PLAN**

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