

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the first day of July, 2013, 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, **URBAN LEAGUE OF LEXINGTON-FAYETTE COUNTY** with offices located at 148 DeWeese Street, Lexington, Kentucky 40507, (hereinafter "Organization").

W I T N E S S E T H

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, 2013**, and continuing for a period of twelve (12) months 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 **Fifty One Thousand Dollars (\$51,000.00)** for the services required by this Agreement, said services being more particularly described in the Addendum attached hereto and incorporated herein by reference, one-

fourth (1/4<sup>th</sup>) of which shall be payable in July 2013 or shortly thereafter upon receipt of an invoice, with one-fourth (1/4<sup>th</sup>) payable each quarter thereafter upon submission of a quarterly financial report and invoice, and a detailed quarterly program report. Quarterly financial reports, invoices, and detailed program reports shall be submitted by October 10<sup>th</sup>, January 10<sup>th</sup>, and April 10<sup>th</sup>. A year-end program report shall be submitted by July 10<sup>th</sup>. Both 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 \*(Description of the specific uses of funds allocated by program name(s) and details of the expected client and agency outcomes) 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 shall indemnify Government, its officers, agents and employees against any claim or liability arising from and based on the Organization's violation of any such laws, ordinances or regulations.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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 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.

10. 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.

11. This instrument, and the Addendum \*(Description of the specific uses of funds allocated by program name(s) and details of the expected client and agency outcomes) 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.

12. 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.

13. 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, KY 40507

Attn: P.G. Peeples, Sr.

For Government:

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

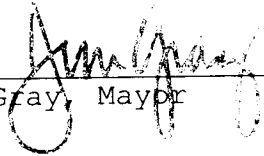
Attn: Beth Mills, Commissioner  
Department of Social Services

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


LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

URBAN LEAGUE OF LEXINGTON -  
FAYETTE COUNTY

BY:

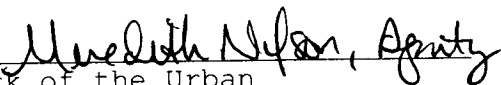
  
Jim Gray, Mayor

BY:



Title: President/CEO

ATTEST:

  
Clerk of the Urban  
County Council

\* The addendum referenced in items 4 and 11 must be attached  
to this document and approved prior to the start of fiscal year  
payments.



## Addendum

**Agency:** Urban League of Lexington - Fayette County

**Program Name:** Youth Educational Services (a.k.a. Urban Leank)

**LFUCG Partner Agency Program Funding:** \$51,000

**Program Summary:** The Urban League's Youth Educational Services (YES) is an aggregate of programs that pull together smaller initiatives to assist Kentucky in reaching its goal of 43% of the population with college degrees by 2020.

1. Academic Challenges provide support throughout the school year for 2000 students. Target audience: Title I elementary schools with 35% of students from economically disadvantaged households. Goal: to close the achievement gap.
2. LIFT is a one-day conference that provides leadership development and life skills to 325 students and 75 parents. Target audience: middle and high school students. Goal: to equip youth and parents with knowledge, skills, and support to succeed in college, work, and life.
3. YLEAD teaches 12 weeks of financial literacy through entrepreneurship. Target audience: 100 middle school students. Goal: to increase financial literacy, promote economic self-sufficiency, and encourage entrepreneurship.
4. MADE provides weekly in and after school gang/violence prevention services to 80 middle and high school students identified as "at-risk" of engaging in gang-related activity. Goal: to increase GPAs, decrease truancy and deviant behavior.
5. The Technology Center provides bi-weekly computer access to (10) home schooled youth and 40 hours of computer literacy to (20) low-income middle schoolers. PLATO is offered to (20) high school youth monthly. "PLATO offers assessments, lessons, mastery tests, and whole semester courses to meet the needs of diverse learners through interactive learning and achieving success." Target: students with limited access to technology. Goal: to engage and equip youth with technology and life skills.

**Long-Term Program Goals:** YES' long-term goal is to increase the number students that enroll in 2 and 4 year institutions. We know our efforts and program successes will increase the number college graduates in Kentucky to the national average of 43%.

ACTIVITIES	OUTPUTS	OUTCOMES
Academic challenges provide free tutoring sessions and enhance test-taking skills	3 major challenges a year to 2,000 students 30 weeks of academic coaching to 2,000	34 college scholarships provided, 75% of 2,000 increase study time, 25% of 2,000 improve GPA's
LIFT provides information on college/admissions, work, life and college sessions	provide 325 information packets to youth provide 12 workshops/lessons to 325 youth provide college financial options to 75 parents	80% of participants indicate future college plans 50% of parents find the information useful
YLEAD provides entrepreneurship lessons and financial literacy	12 financial literacy/entrepreneurship lessons are taught to 100 students	10% youth start a savings accounts 75% youth increase financial acumen
MADE provides mentors, counseling sessions, gang and violence prevention services	80 youth participate in weekly sessions	30% of students decrease truancy 30% of students increase GPA's
The Technology Center provides computer access and computer literacy	20 youth receive 40 hours of training 30 youth receive computer access	75% of students receive 40 hours of training 50% of students access computers 2 hours

INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
Challenge student midterms, improved report cards, tutoring session attendance log	midterm reports, report cards, challenge bracket improvement over last participation	random sampling; 5% of 2,000 (100) will be sampled at each major event and grading periods	3 times per school year at major events, each 9-week grading period
LIFT attendance and Initial receipt indicates exposure to knowledge opportunity	session evaluations, surveys	random sampling; 20% of 325 (65) annually	annually at the conference
YLEAD quiz improvement, team business proceeds, savings accounts established	pre/post testing, 3 quizzes, program business reports, self reports	all participants will be monitored	every fourth lesson a quiz is given and revenues checked, banking partnership
MADE students truancy rate decreased, increased GPA's	School counselor/behavioral specialist reports, school progress reports	random sampling; 25% of 80 (20) will be sampled at each 9 week period	each 9-week grading period
Technology center being utilized by intended youth	center usage records	all participants will be monitored	monthly monitoring using Microsoft Excel