

## **PURCHASE OF SERVICE AGREEMENT**

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_ 2023, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and **JUBILEE JOBS OF LEXINGTON, INC.**, a Kentucky nonprofit corporation, ("Organization") with offices located at 1450 North Broadway, Lexington, Kentucky 40505.

### **WITNESSETH**

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

- 1. EFFECTIVE DATE; TERM.** This Agreement shall commence on July 1, 2023 and shall last for a period of 2 years unless terminated by LFUCG at an earlier time.
- 2. RELATED DOCUMENTS.** This Agreement shall consist of the terms herein as well as 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" – RFP # 16-2023
  - c. Exhibit "C" – Organization's Response to RFP # 16-2023
  - d. Exhibit "D" – Reporting Requirements

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "A", "B", "C" and "D" in that order.

**3. SCOPE OF SERVICES.** Organization shall perform the services outlined in the attached Exhibit "A" – Scope of Work for LFUCG in a timely, workmanlike and professional manner (the "Services").

**4. PAYMENT.** LFUCG shall pay Organization a total amount not to exceed Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) the first year of the Agreement, and a total not to exceed Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) in the second year of the Agreement for the performance of the Services (collectively "the Funds"). The Organization understands that the LFUCG expects Organization to use the Funds to perform the Services for the number of individuals provided in Exhibit B each

year. If the Organization fails to perform the required Services for the required number of individuals, on or before June 30, 2024, then the LFUCG shall issue a pro-rata reduction of the Funds for the second twelve (12) month period of the Agreement. That pro-rata reduction shall reflect the actual number of individuals who received the required Services for the previous (12) month period. Payments shall be made monthly for expenditures the Organization actually incurred, only after receipt of monthly invoices.

a. LFUCG shall make payment under this Agreement upon timely submission of an invoice(s) from Organization specifying that the Services have been performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for the Services performed to date. LFUCG shall have thirty (30) days from the date of receipt of an approved invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that the Services performed or materials provided for the Services are inadequate or defective.

b. LFUCG also reserves the right to reject any invoice submitted for services more than sixty (60) days after the services were rendered.

**5. TERMINATION.** LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Organization with at least thirty (30) days advance written notice. Organization shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis.

a. In the event of a termination based upon a material condition of non-performance or default by Organization, LFUCG shall provide Organization advance written notice and a reasonable period of time to cure the breach.

b. Organization may only terminate this Agreement based upon LFUCG's failure to timely pay for properly invoiced and accepted work. Organization shall provide LFUCG with at least thirty (30) days advance written notice and an opportunity to cure prior to termination.

c. Organization acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event that such funding is not appropriated in a future fiscal year, LFUCG's obligations under this Agreement shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Organization. LFUCG shall exercise any application of this provision in good faith.

**6. REPORTING.** Organization shall provide LFUCG with quarterly reports and updates related to the provisions of the Services in the form and manner reasonably specified by LFUCG. In addition to any reporting required by the American Rescue Plan Act of 2021, the Organization shall provide the information requested in Exhibit D, as well as any other information requested by the LFUCG, quarterly to the Mayor's Office of

Economic Development. All quarterly reports shall be due by the fifth (5<sup>th</sup>) day of January, April, July, and October of each year.

**7. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN.** Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

**8. INSURANCE; INDEMNITY.**

The Risk Management, Insurance, and Indemnification provisions from Exhibit B shall be incorporated into this Agreement as if fully stated. The Organization agrees that it has read and understands said provisions prior to the execution of this Agreement.

**9. RECORDS.** Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.

a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement.

b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

**10. ACCESS.** Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement.

**11. CONTRACTUAL RELATIONSHIP ONLY.** In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.

**12. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE.** Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or

agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

**13. SEXUAL HARASSMENT.** Organization must adopt or have adopted 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 made available to LFUCG upon request.

**14. ANNUAL AUDIT.** 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 LFUCG each year of the Agreement.

**15. INVESTMENT.** Any investment of the funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

**16. NO ASSIGNMENT.** Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

**17. NO THIRD PARTY RIGHTS.** This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

**18. KENTUCKY LAW AND VENUE.** This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

**19. AMENDMENTS.** By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

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

For Organization:

Jubilee Jobs of Lexington  
Attn: Mason King  
1450 North Broadway  
Lexington, KY 40505

For Government:

Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, Kentucky 40507  
Attn: Director of Business Engagement

**21. WAIVER.** The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.

**22. ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

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

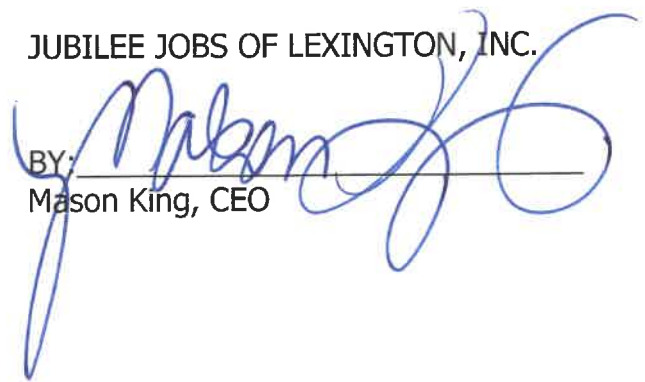
LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

BY: \_\_\_\_\_  
LINDA GORTON, MAYOR

ATTEST:

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

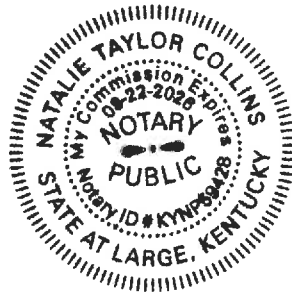
JUBILEE JOBS OF LEXINGTON, INC.

BY:   
Mason King, CEO

ATTEST: Natalie Collins

WITNESS: Natalie Collins

DATE: MAY 09 2023



## **EXHIBIT "A"**

Lexington/Fayette Urban County Government  
Addendum for Services  
Jubilee Jobs of Lexington, Inc.

### **SCOPE OF WORK**

Services provided by the successful proposer, under the direction of the LFUCG Director of Business Services and on behalf of LFUCG, will be performed under the brand of WORK-Lexington Second Chance Academy and will include, but are not necessarily limited to the following categories:

1. Creation of a program referral process and form
2. Managing the program referral sources
3. Assist at least 100 participants annually to improve their essential/soft skills as they prepare for employment
4. Identify participants barriers to employment
5. Determining the eligibility criteria to be admitted into the program
6. Establishing a selection committee for determining who will be admitted into the program
7. Managing participants enrolled in the program
8. Communicate with LFUCG Department who are involved in the program
9. Approving any supportive service requests from program participant
10. Tracking the program budget
11. Tracking the outcomes of the program participants
  - Required outcomes are as follows:
    - Seventy-five percent (75%) of the total participants being served by provider must reside or work in Fayette County.
    - Sixty-five percent (65%) completion rate of the total participants in the Second Chance Academy.

- Sixty-five percent (65%) of total participants that complete the Second Chance Academy must be employed by the second quarter after completion of the training program.
12. Creating reports that discuss and demonstrate the program outcomes
  13. Providing assistance in the marketing of the program
  14. Working with internal and external partners to ensure the participants' success
  15. Matching the program participant with the applicable training (certification/licensure, etc.)
  16. Identify training opportunities and assist the program participant in enrolling in career/job training
  17. Approving the tuition cost of the certification/licensure program (if applicable)
  18. Working with the certification/licensure entity on a training schedule if person is working while enrolled in training
  19. Communicating with all parties involved in the participant's success
  20. Connection to wrap around and other supportive services
  21. Work with the Lexington Barrier Free Re-Entry and Recovery (BFEE) Initiative Coordinator to assess clients
  22. Identify and build relationships with employers that will hire the program participants; and
  23. Any other service described in Exhibit B, to the extent the service is not listed above.

Failure to meet the above outcomes, as well as those contained in Exhibit B and C, may result in intervention by Chief Development Officer, reduced grant sums in the second year of the Agreement, termination, legal action, and may also have a significant impact on decisions regarding future grants with LFUCG.



## **EXHIBIT "D"**

Lexington/Fayette Urban County Government  
Addendum for Services  
Jubilee Jobs of Lexington, Inc.

### **REPORTING REQUIREMENTS**

Required Reporting to LFUCG:

- Report the name, county of residence, employment status of participants enrolled in to the program beginning July 1, 2023.
- Provide the name, date of completion, and copy of certificate of completion for each participant in the program.
- Provide the employer name and earnings of participants from the date of enrollment to the date of hire with the goal being no less than \$12 per hour.
- Evidence that Organization contacted two (2) employers current or new each week to ensure there are extensive employment opportunities available to the participants based on their needs, interests, and skills.
- Track all participants, employment, and rate of pay for a period of one year after initial placement into employment.
- Contact all participants no less than one time per quarter for one year from employment start date.