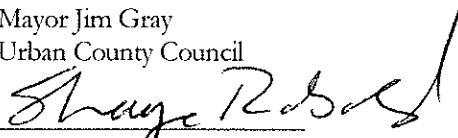


Lexington-Fayette Urban County Government
OFFICE OF THE MAYOR

Jim Gray
Mayor

To: Mayor Jim Gray
Urban County Council

From: 
Shaye Rabold, Senior Advisor

Date: June 23, 2014

Re: SummerFest Purchase of Service Agreement

This is to request Council authorization of a Purchase of Service Agreement (PSA) with the Kentucky Classical Theatre Conservatory (KCT).

As stated in the attached PSA, KCT shall use the funds to produce two plays as part of the SummerFest 2015 to be held at the Moondance Amphitheater.

Funds are budgeted in the amount of \$9,000 for FY15.

FOLLOW MAYOR GRAY:

www.facebook.com/JimGrayLexKY www.twitter.com/JimGrayLexKY

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the _____ of July, 2014, 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, and **KENTUCKY CLASSICAL THEATRE CONSERVATORY**, ("Organization") P.O. Box 864, Lexington, Kentucky 40588.

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, 2014, and continuing for a period of three (3) months from that date unless within that period Government gives the Organization fifteen (15) days written notice of termination of this Agreement in which case this Agreement shall terminate fifteen (15) days from the date notice is given to the Organization.

2. Government shall pay Organization the sum of Nine Thousand Dollars (\$9,000.00) for the services required by this Agreement. Said services shall include: the production of two

plays to be performed at the Moondance Amphitheatre during SummerFest 2014.

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 this Agreement 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 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 Government, and the Organization shall not be compensated unless and until such registration has taken place.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

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

For Organization:

Kentucky Classical Theatre Conservatory
P.O. Box 864
Lexington, Kentucky 40588

Att: Wesley Nelson

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

Att: Lori Houlihan
Office of the Mayor

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

KENTUCKY CLASSICAL THEATRE
CONSERVATORY

BY: _____
Jim Gray, Mayor

BY: _____
Its: _____

ATTEST:

Meredith Nelson
Clerk of the Urban County Council