

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the first day of July, 2016, 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, **Lexington Leadership Foundation, Inc.** with offices located at PO Box 4654, Lexington, Kentucky 40544, (hereinafter "Organization").

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 **July 1, 2016**, 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 **Sixty-Eight Thousand, Nine Hundred and Sixty Dollars (\$68,960)** 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 (1/4th) of which shall be payable in July 2016 or shortly thereafter upon receipt of an invoice, with one-fourth (1/4th) 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 14th, 2016, January 13th, 2017 and April 14th, 2017. A year-end program report shall be submitted by July 14th, 2017. 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:

Attn: _____

For Government:

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

Attn: Chris Ford, 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

LEXINGTON LEADERSHIP
FOUNDATION, INC.

BY: _____
Jim Gray, Mayor

BY: _____

Title: _____

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: Lexington Leadership Foundation, Inc., Lead Agency
Art, Work, Empowerment, Inc., Collaborating Agency

Program Name: Urban Youth Empowerment

LFUCG Extended Social Resource Grant Program FY17 Funding: \$68,960

Program Summary: LLF and AWE will collaborate to enhance the Urban Youth Empowerment. LLF's personnel are skilled in program development, mentoring, and athletic programming; the artistic abilities of AWE's personnel add another level of skills for participants. The collaborative program addresses life skills, character development, classwork help, hygiene, transition to middle school, peer relationships, arts/sports skills, and team building—the issues that define the at-risk children and youth of Fayette County. The program's goal is to empower at-risk youth to stay in school, develop self-confidence and self-respect, and succeed in life.

LLF will provide mentoring to youth ages four to 18. Adult volunteers will provide one-to-one mentoring weekly for at least one hour, taking place at various locations and times, depending on the needs of individual mentors, youth, and their caregivers. In addition, group mentoring will be provided at local schools. The weekly schedule will be coordinated with each school.

AWE will provide the On the Move Art Studio, a mobile art classroom, to three LLF partner sites each week: Consolidated Church, Crossroads Church, and Gardenside Church. Art programming will be provided in afterschool sessions lasting one school semester, with two sessions offered each year. In addition, four summer art camps will be held. Participants will be at-risk K-8th graders, with 90% eligible for free or reduced-price lunches.

LLF's week-long summer basketball camp, to be held annually at Broadway Christian Church, will be led by 10 volunteers and two staff coaches, for boys and girls grades 5-6 from 9am-12pm and grades 7-8. A winter basketball league will operate at Breckinridge Elementary for 2nd-7th grade boys and girls led by 30 volunteer coaches/scorekeepers. A three-day summer soccer camp will be held each June at Valley Park serving boys and girls ages 4-18.

Long-Term Program Goals:

- To provide 225 at-risk children and youth (referred to as "youth" below) with character-building activities that also build skills and knowledge
- To provide caring, supportive relationships for 225 at-risk youth
- To engage 105 volunteers as role models for youth participants

ACTIVITIES	OUTPUTS	OUTCOMES
One-to-one mentoring	60 youth matched with 60 mentors; 200 hours of pre-match orientation	70% of matches sustained for 1 year 70% of youth improve behavior
Site-based mentoring	47 youth; 8 adult volunteers; 2 school sites	70% of youth improve grades and school attendance
Afterschool art enrichment program	25 youth; 2 instructors; 3 adult volunteers; 2 sites	100% of youth improve character, peer collaboration, problem solving, and art skills
Arts enrichment camps	75 youth; 16 adult volunteers; 1 camp sites	100% of youth improve character, peer collaboration, problem solving, and art skills
Sports enrichment camps	142 youth; 19 adult volunteers; 2 camp sites	100% of youth improve character, team-building, and sports skills

INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
Improved relationships, behavior, and outlook on school	Pre and post behavior and attitude evaluations	All participants	Evaluations upon enrolling in and exiting program
Grades School attendance	Reports from school personnel	All participants	Each grading period (every 3 months during school year)
Improved self-confidence, outlook, and peer relationships	Pre and post behavior and attitude evaluations	All participants	Evaluations upon enrolling in and exiting program
Improved self-confidence, outlook, and peer relationships	Pre and post behavior and attitude evaluations	All participants	Evaluations upon enrolling in and exiting program
Improved self-confidence, peer relationships, and response to authority	Pre and post behavior and attitude evaluations	All participants	Evaluations upon enrolling in and exiting program