

## PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on \_\_\_\_\_ 2020, 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 **OFFICE OF HOMELESSNESS PREVENTION AND INTERVENTION** (hereinafter "Sponsor"), and, **UNTOLD CONTENT, LLC**, with offices located 1311 Vine Street, Cincinnati, Ohio 45202, (hereinafter "Organization").

### RECITALS

WHEREAS, the Government and the Sponsor desire to create a marketing plan to educate citizens of Fayette County on the Continuum of Care and homelessness in Fayette County, and to induce public support to end homelessness in Fayette County.

WHEREAS, the Government and the Sponsor solicited Requests for Proposals from public organizations and private non-profit organizations to provide this service through RFP No. 17-2020 – Development, Implementation and Management of a Communications Strategy for the Lexington Fayette Continuum of Care.

WHEREAS, the Organization submitted a proposal which was deemed by the Government and Sponsor to be the best and most responsive proposal to implement and/or provide these services.

### WITNESSETH

NOW, THEREFORE, 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 and incorporated herein by reference as if fully stated:

- a. Exhibit A – RFP No. 17 – 2020, consisting of 39 pages;
- b. Exhibit B – Organization’s Original Formal Response to RFP No. 17 – 2020, consisting of 201 pages;
- c. Addendum 1 – Untold Content’s Updated Deliverables and Budget for RFP No. 17-2020;
- d. Addendum 2 – Untold Content’s Updated Timeline.

In the event of a conflict between and among the provisions of these documents the provisions of this Agreement shall prevail, followed by Exhibit A, Addendum 1, Addendum 2, and Exhibit B.

2. Government hereby retains Organization for the period beginning on **November 1, 2020**, and continuing for a period of one (1) year from that date. The Government may terminate this Agreement at any time and for any reason by providing the Organization with at least thirty (30) days written notice of termination. In such case this Agreement shall terminate thirty (30) days from the date notice is given to the Organization.

3. Government shall pay Organization no more than the total sum of **TWO HUNDRED THIRTY-THREE THOUSAND, SEVEN HUNDRED SIXTY THREE and 00/100 Dollars (\$233,763.00)** for the services required by this Agreement, said services being more particularly described in Addendum 1, attached hereto and incorporated herein by reference, which amount shall be payable in monthly installments in amounts determined after receipt and review of invoices reflecting the Organization’s costs and expenses incurred that month.

4. The Organization shall submit quarterly detailed program reports and financial statements to the Sponsor on such forms as the Sponsor shall provide. The Organization’s detailed program reports and financial statement shall be submitted to the Sponsor on February 1, 2021, May 1, 2021, August 1, 2021, and October 1, 2021. Reports shall reflect

the services and deliverables directly related to the funding provided by the Government with emphasis on measurable outcomes, as specifically outlined in the funding application.

5. In the event of termination of this Agreement by Government as provided for in paragraph 2 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.

6. Organization shall perform all duties and services included in Addendum 1 – 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.

7. To the maximum extent permitted by applicable law, Organization shall indemnify, defend, and hold the Government, and the Government's agents, employees and affiliates, harmless from and against all claims, demands, liabilities, losses, costs, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), arising out of, from, relating to, and/or based on the Organization's violation of any laws, ordinances or regulations or Organization's breach of this Agreement.

8. 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.

9. 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.

10. 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.

11. 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, 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.

12. 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.

13. Organization agrees that it shall apply all funds received by it from the 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.

14. This Agreement, with the Exhibits and Addendums attached hereto, 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.

15. It is understood that all information, facts, and figures that come to the attention of the Organization will be handled in a confidential manner. The Organization agrees to exercise reasonable care to prevent disclosure of the Government's proprietary information to any third party, except as may be expressly authorized in writing by the Government. Any information the Government deems to be confidential/proprietary will be clearly noted on said information.

16. All materials or information acquired or produced by the Organization or its representatives in its performance of services under this Agreement shall remain the sole

property of the Organization until payment is received by the Organization. Once payment has been received by the Organization, all materials or information acquired or produced by Organization will become the property of the Government.

17. Untold Content, LLC retains the right to display deliverables intended for public display (such as links to website copy, infographics, and public-facing articles) as examples of work in their portfolio. The Sponsor is responsible for the accuracy, completeness and propriety of information concerning your products, services, and data which you furnish to us verbally or in writing in connection with the performance of this Agreement.

18. Untold Content, LLC agrees to use our best efforts to fulfill and exceed your expectations on deliverables. The Sponsor agrees to aid us in doing so by making available to us needed information and cooperating with us in expediting the work.

19. Organization shall not assign any interest, obligation, or benefit of this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent of the Government.

20. Organization expressly agrees to abide by all of the General Provisions and Risk Management Provisions included in Exhibit A, which is attached hereto and incorporated herein by reference.

21. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Organization acknowledges and agrees that any claims, legal proceedings or litigation arising in connection with this Agreement or the Services provided hereunder shall be brought solely in Fayette County, Kentucky.

22. If any particular provision of this Agreement is determined to be invalid or unenforceable, that determination will not affect any other provision hereto, which will be construed in all respects as if the invalid or unenforceable provision were omitted.

23. 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

UNTOLD CONTENT, LLC

BY: \_\_\_\_\_  
Linda Gorton, Mayor

BY: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

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