<u>PURCHASE OF SERVICE AGREEMENT</u>

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the ________ day of _________ 2026, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("Client"), 200 East Main Street, Lexington, Kentucky 40507, and **KENYA BALLARD**, 3256 Sweet Clover Lane, Lexington, KY 40509 ("Contractor").

<u>W I T N E S S E T H</u>

WHEREAS, Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide gun violence survivor support services to the Client; and

WHEREAS, Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

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. **<u>EFFECTIVE DATE; TERM.</u>** This Agreement shall commence upon the date first set forth hereinabove and shall continue through Fiscal Year 2027, up to and including June 30, 2027, unless terminated by LFUCG at an earlier time.

2. **<u>RELATED DOCUMENTS.</u>** 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 Services

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" in that order.

3. **<u>SCOPE OF SERVICES.</u>** Contractor shall perform the services outlined in the attached Exhibit "A" – Scope of Work for Client in a timely, workmanlike and professional manner (the "Services").

4. **<u>PAYMENT.</u>** Client shall pay Contractor a total amount not to exceed **TWENTY THOUSAND DOLLARS ($20,000.00)** for the performance of the Services, as follows:

Contractor shall be compensated for **a maximum of twenty (20) hours per week** at a rate of **TWENTY-FIVE DOLLARS ($25.00) per hour** for a total of **EIGHT HUNDRED (800) HOURS** in Fiscal Year 2027. In connection with providing the services hereunder, the Contractor will only be reimbursed for expenses that have been approved in advance. Client shall make payment under this Agreement only upon timely submission of an invoice(s) from Contractor specifying that expenses that have been incurred for services provided, accompanied by data satisfactory to Client to document entitlement to reimbursement. Client shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. Client reserves the right to refuse payment if it is determined by Client that the expenses incurred are inadequate, defective, or improper for reimbursement. Client also reserves the right to reject any invoice submitted for services more than sixty (60) days after the services were rendered.

5. TERMINATION. Client, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Contractor with at least thirty (30) days advance written notice. Contractor shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis. Contractor may only terminate this Agreement based upon Client's failure to timely pay for properly invoiced and accepted work. Contractor shall provide Client with at least thirty (30) days advance written notice and an opportunity to cure prior to termination.

6. REPORTING. Contractor shall provide Client with timely reports and updates related to the provision of services in the form and manner specified by Client.

7. CONTRACTUAL RELATIONSHIP ONLY; COMPLIANCE; AUTHORITY TO SIGN. In providing services under this Agreement, it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. Contractor and Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service. Contractor shall at all times comply with all applicable federal, state, and local laws, ordinances, and regulations. Client may request proof that Contractor has timely filed federal, state, or local tax forms which shall be provided by Contractor on a timely basis. The person signing this Agreement is fully authorized to do so. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors, and permitted assigns.

8. INSURANCE; INDEMNITY.

a. Unless deemed not to apply by Client, Contractor shall maintain insurance coverages in at least the following amounts, which shall be properly filed and approved by the Kentucky Department of Insurance. Evidence of such coverage shall be made available to Client upon request. General Liability ($1 million per occurrence, $2 million aggregate or $2 million combined single limit); Commercial Automobile Liability (combined single, $1 million per occurrence) only if Contractor utilizes automobiles in the performance of this Agreement; (if applicable) Professional Liability ($1 million per occurrence, $2 million aggregate); (if applicable) Worker's Compensation (Statutory); and (if applicable) Employer's Liability ($1 million).

b. Contractor shall indemnify and hold harmless Client and its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Contractor's performance of, or breach of this Agreement and/or the provision of services, provided that (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of Contractor or its officials, employees, or agents; and (b) not caused solely by willful misconduct of Client.

c. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.

d. Contractor understands that Client is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that Client is unable to provide indemnity or otherwise save, hold harmless, or defend the Contractor in any manner.

9. RECORDS; CONFIDENTIALITY; OPEN RECORDS ACT.

a. Contractor shall keep and make available to Client any records related to this Agreement as are necessary to support its performance of 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 Contractor and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Contractor related to this Agreement and shall be made available to Client upon request. Client shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Contractor under this Agreement.

b. Confidential information ("Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client. The Contractor agrees that it will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client. This obligation will survive the expiration or termination of this Agreement and will continue indefinitely. All written and oral information and materials disclosed or provided by the Client to the Contractor under this

Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

c. Notwithstanding the foregoing, Contractor 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 Client to provide assistance with such a request.

10. ACCESS. Contractor shall allow Client any necessary reasonable access to monitor its performance under this Agreement.

11. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE. Contractor 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. Contractor 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.

12. AUDIT. Client shall have the option to request an audit of all revenue and expenditures related to this Agreement. If such an audit is requested by Client, the audit shall be conducted by independent certified public accountants at Contractor's expense, who shall express an opinion as to whether revenue and expenditures during the year audited have conformed to state and local law and regulation. For any audit performed, a copy of the audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to Client upon request.

13. NO ASSIGNMENT. Contractor may not assign any of its rights and duties under this Agreement without the prior written consent of Client.

14. NO THIRD PARTY RIGHTS. This Agreement does not create a contractual relationship with or right of action in favor of a third party against Contractor or Client.

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

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

17. **SEVERABILITY**. If any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

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

For Contractor:

Kenya Ballard
3256 Sweet Clover Lane
Lexington, KY 40509

For Client:

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Attn: Devine Carama, ONE Lexington

19. **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.

20. **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.

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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

KENYA BALLARD

BY:_______________________________

ATTEST:

____
WITNESS:__________
DATE:____________

EXHIBIT "A"

Lexington/Fayette Urban County Government
Scope of Services
Survivor Support Liaison

Contractor shall be the point of contact for those seeking survivor support from ONE Lexington and for referral sources. This includes but is not limited to sharing information on how to apply, notices of status of application, notice of necessary requirements for receiving services, and sharing of potential community support services. The contractor will liaise with the appropriate ONE Lexington staff in determining the status of application process and payment

<u>Services Provided:</u>

1. The Client hereby agrees to engage Contractor to provide Client with the following services: Kenya Ballard will be the point of contact for those seeking survivor supports from ONE Lexington and for referral sources. This includes but is not limited to sharing information on how to apply, notices of status of application, notice of necessary requirements for receiving services, sharing of potential community support services, and conducting bi-weekly check-ins via email. The contractor will liaise with the appropriate ONE Lexington staff in determining the status of application process and payment.

2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

3. The Client will work to build synergy among the survivor community through collaboration and networking with agencies and program providing support and advocacy services to or on the behalf of survivors of gun violence.