

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 24 day of January, 2025, 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 **A CARING PLACE, INC.**, a Kentucky corporation, ("Organization") with offices located at POB 23871, Lexington, Kentucky 40523.

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 the date of signature by the Mayor of the Lexington-Fayette Urban County Government (hereinafter the "Effective Date") and shall last for a period of two (2) year(s) 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" – Presentation to Council

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" and "B" 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 One Hundred and Fifty Thousand Dollars and 00/100 Cents (\$150,000.00) for the performance of the Services. LFUCG shall make payment under this agreement in one lump sum upon receipt of an invoice. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

a. LFUCG shall have thirty (30) days from the date of receipt of the 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. Organization shall take steps to ensure that the Project is complete on or before the end of the Term and that in the event Organization fails to complete the Services on or before the end of the Term, LFUCG shall have the right to seek recovery of all of the Funds through any means available at law, in equity, or in bankruptcy. LFUCG shall have the option to recover any unspent Funds at the end of the Term.

c. In any advertisement of the project funded by the Funds, whether written or oral communications, Organization agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Organization shall not specifically identify any individual or elected official as being responsible for the Funds provided by LFUCG.

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 timely reports and updates related to the provisions of the Services in the form and manner reasonably specified by LFUCG. Organization shall provide progress reports, including reports on spending, every 4 months. At the conclusion of the Term, Organization shall submit a final report including

the final details on spending and the results of the feasibility study, which shall include evidence of having satisfied the Scope of Work.

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.

a. At all times relevant to the performance of this Agreement, Organization 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 LFUCG 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); (if applicable) Professional Liability (\$1 million per occurrence, \$2 million aggregate); Worker's Compensation (Statutory); and Employer's Liability (\$1 million).

b. Organization shall indemnify, defend and hold harmless LFUCG 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 Organization's performance of, or breach of this Agreement and/or the provision of goods or 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 Organization or its officials, employees, or agents; and (b) not caused solely by willful misconduct of LFUCG.

c. Organization understands and agrees that its obligation to defend LFUCG includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Organization's expense, using attorneys approved in writing by the LFUCG, which approval shall not be unreasonably withheld.

d. Organization further understands and agrees that its obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, all environmental cleanups and remediation costs of whatever kind, and any

liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Organization and LFUCG, and damage to, or destruction of, any property, including the property of LFUCG.

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

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

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:

A Caring Place, Inc.
POB 23871
Lexington, Kentucky 40523
Attn: Roxanne Cheney, Chairperson

For Government:

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Attn: Kristina Stambaugh

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*
LINDA GORTON, MAYOR

DATE: 1/24/2025

ATTEST:

Deputy *Mackenzie Stork*
Clerk of the Urban County Council

A CARING PLACE, INC.

BY: *Roxanne Cheney*
ROXANNE CHENEY, CHAIRPERSON

ATTEST:

K Stambaugh
WITNESS: 12/23/24
DATE: 12/23/24

EXHIBIT "A"

Scope of Work

Business Concept – A Caring Place as a Villages Hub.

- A Caring Place Village Hub is a 501(c)3 organization that is community based and is comprised of like-minded people, who are over the age of 60 and/or are disabled, who are interested in aging-in-place. The Hub serves as the business office for the non-profit as well as for the associated neighborhoods who join the village movement and become associated neighborhoods or "spokes".
- The Hub will handle such duties as fundraising and marketing for the associated neighborhoods. The Hub's services will encourage increased socialization and connectivity. Other services offered by the Hub will be based on a needs assessment conducted.

Scope of Work

- The study will evaluate the usefulness of the software offered through the Village Movement (the national organization) called "Helpful Villages".
- An analysis will be done regarding the most effective method of structuring the Hub which will be based on assessment of needs and comparison of similar villages in terms of city population and diversity.
- Survey at least 20 neighborhoods in geographically diverse areas of the county. Each Council Member's District should be represented.
- Following surveys, conduct a brief presentation at a local gathering place to provide an elevator pitch and announce the more in-depth presentation which will follow.
- Sign up interested individuals; all ages welcome. While the focus of care is on those over 60 or disabled people of all ages are welcome in a neighbor helping neighbors model.
- Meet with Neighborhood Associations and at least 2 HOA's to educate them on "villages" and encourage them to become associate members or spokes. Associate members (spokes) will be supported by the HUB.
- Include meetings with at least 3 subsidized senior housing complexes to encourage their participation in villages.
- Research and recommend outcome metrics.
- Determine identified needs as they relate to aging-in-place and connectivity during individual interviews with potential members.
- Define core services and premium services with suggested fee structure.

Financial Feasibility –

- Create the budget for the Hub

- Determine staffing needs including salary levels for the Hub to support the associated neighborhoods and A Caring Place Village.
- Create a business plan or 5-year plan for the hub
- Identify potential funding sources
- Review and recommend potential financial tracking software package

A CARING PLACE VILLAGE

Incorporated 2019
501c3

Roxanne L Cheney MSN
Board Chair
A Caring Place



A Caring Place



Introduction

WHAT DOES HEALTHY AGING MEAN TO YOU?

Strong interest in changing how society thinks about aging:
Instead of a negative decline, focus on being better prepared
for changes that come with getting older



Mission-Vision-Values

Mission Statement: Recognizing that loneliness is an epidemic with adverse effects on physical and mental health, A Caring Place, a faith-based volunteer organization, takes an intergenerational approach to building friendships with people over 60 years old or disabled and live in the Bluegrass region.

Vision Statement: We imagine a world where everyone feels loved.

We Value:

Compassion to others and ourselves.

Friendships and relationships which meet our need to belong.

Hospitality which opens the door to trusting relationships & connectedness with others.

Respect and dignity for all people, as their God given right.

Inclusion and equity in our culture so that all can feel a sense of fulfillment.



What We Currently Offer

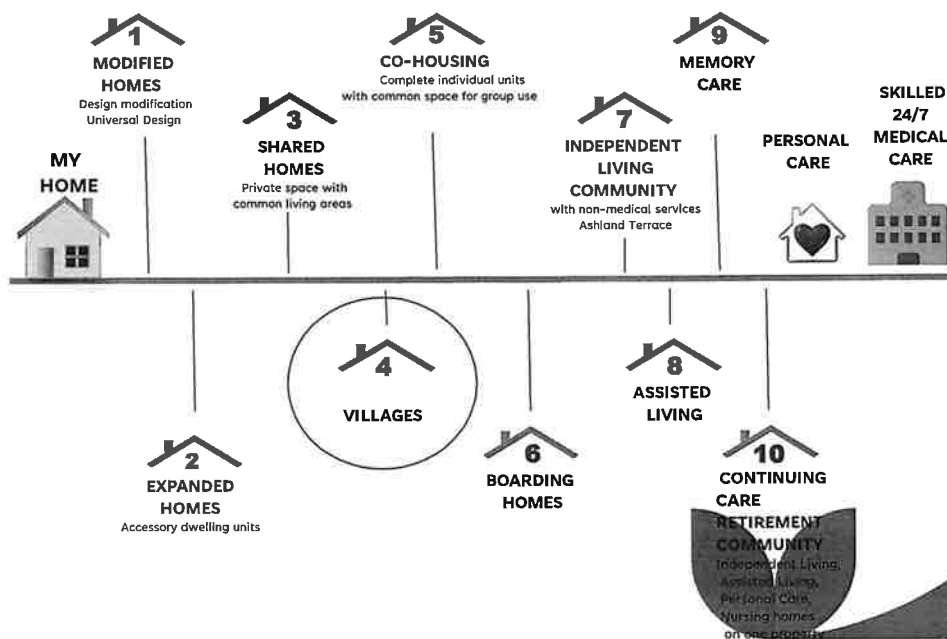
- Partner with UK undergrad students to provide an intergenerational approach.
- Phone buddy system: Trained volunteers are assigned referred participants, who are unable to attend our virtual or in-person socialization groups., and need daily wellness checks, or socialization.
- Semi-weekly Virtual and in person socialization groups
- Home Visits-Recreation-Events
- Mentored Volunteer opportunities: Example-Read On!
- Classes in Mindfulness and Coordinated Muscle Movement
- Free Community Education Presentations
- Resource Hub: help our participants locate community resources
- Spiritual Support
- Letters-cards sent for birthdays, holidays, thinking of you.

Who We Serve

- Seniors (60+)
- Functionally disabled. (Can this be people with disabilities?)
- Caregivers
- People who are Economically Disadvantaged People
- Individuals who are socially isolated or lonely individuals



REIMAGINING HOME BLUEPRINTS



What is a Village

Maybe do a side-by-side comparison of a “village” and A Caring Place Village

We Are A Village

A Caring Place is a community-based, nonprofit, grassroots organizations formed through a cadre of caring people who want to change the paradigm of aging.

Currently we have over 150 volunteers and over 100 participants that we serve.

Currently, we have no paid staff, and receive our funds through grants, individual donations, and events.



Impact



What A Caring Place has accomplished

<https://www.guidestar.org/Profile/84-3093905>

How ACP measures its results	2020	2021	2022	2023
Participants who feel more cared for	48/48	54/57	63/66	81/82
Number of youth who volunteer/participate in community service	40	45	50	12
Hours of support group services offered	3,727	4,962	4,763	6,128
Total revenue earned to support advocacy efforts	\$17,500	\$33,534	\$37,203	\$46,697

Testimonials

1. 12/25/2019: "Oh my gosh, was just getting ready to eat my crackers, when all of a sudden, here comes Christmas. I can't believe it. And, with turkey!!!!"(88 y.o. lady at Xmas, living alone, socially isolated. Meals were crackers and peanut butter.)
2. 6/21/2020: "I do not know what I would do without A Caring Place. You have become my family". (72 year old retired nurse. Family lives in other States. She lives independently)
3. 2/14/22: "My very first Valentine card. I can't believe it (said while laughing). Had to wait 78 years to receive my first Valentine card. I love you too" (Velta Anderson, 76 year old Native American, living on the edge of homelessness)
4. 3/01/23: "Walter doesn't mind if I no longer have half my chin or lower teeth. He loves me anyway, and I love him"(Paulette B: oral Cancer, and radical surgery)
5. 7/13/24: "My mother appreciated you so much. You made her feel she was still making meaningful contributions. I don't know how she would have managed without A Caring Place in her life (Judith Bradley's daughter, after Judy passed away)

Survey of Stonewall Neighborhood

1. 48 participants responded to a survey.
 - Get-together with neighbors for a beverage at a restaurant – 22 responses
 - Exercise (walking, swimming, yoga, etc.) – 22 responses
 - Volunteering opportunities – 20 responses
 - Discussion groups on topics of interest – 19 responses
 - Book discussion – 17 responses
 - Games (cards, board games, chess) – 16 responses
 - Hobbies and crafts – 16 responses
2. Small study indicated varying types of socialization activities were requested
3. Participants were willing to pay for this service.



Comparison with other Villages



Location of Villages

1. Started in Beacon Hill Massachusetts in 2001
2. Two hundred currently throughout the US
3. Kentucky has two villages: Roper & Padgett & Lexington
4. Louisville is currently starting a Village



Outcome of other Villages

1. A 2010 survey by AARP found that nearly 90% of older adults in America want to stay in their homes and communities as they age. The Village model helps older adults to age in a place of their choosing, connected to their communities with the practical supports and tools they need to create successful aging of their own design.
2. Villages are well positioned to improve the population health of the communities they serve. In Britain and the United States, roughly one in three people older than 65 live alone, and in the United States, half of those older than 85 live alone. Studies in both countries show the prevalence of loneliness among people older than 60 ranging from 10% to 46%. The Village Model works! Village members consistently report a positive impact on their well-being and quality of life as a direct result of their participation in their Village.

"Villages are instrumental in helping people remain in their homes and independent in their communities." - Ilene Henshaw, AARP, Department of Government Affairs.



Structure of a Village Model

Per Barbara Sullivan, Executive Director of the Village to Village Network, the most common structure for a Village Model is a Hub and Spoke

The hub is a non-profit, that neighborhood associations or groups can join as Associate Members to reap the benefits of being a non-profit, such as fund development and optimization of resources.

Spokes would be the Neighborhood groups either physical or virtual that would connect to the Hub (A Caring Place). We have the opportunity to spread our values throughout LFUCG.

Can you begin to reimagine our town to be a more friendly, less lonely place for our elderly and disabled who would like to age in place?

The “Ask”

Questions we do not know:

- a. Which neighborhoods to involve?
- b. What services, other than our core services, should we provide?
- c. What should the cost be per member, should it be a sliding scale?
- d. What staff do we need to manage the ‘spokes’, and should it be a paid position?

*according to www.mfn.com/Kentucky-feasibility-study/

Feasibility study is needed

According to Market Feasibility Network (MFN), the cost of a feasibility study in Kentucky for our organization is approximately \$150,000 *.

A Caring Place is asking for a minimum of \$150,000 to contract with a skilled individual or group to conduct a feasibility study.

A feasibility study will help us minimize risks, optimize resources, and increase the likelihood of our success.

*according to www.mfn.com/Kentucky-feasibility-study/

Final Takeaways



Summary

- A Caring Place Village will be a membership-based organization that brings Villages together to share best practices for enabling older adults to live independent, healthy, purposeful lives with connections to their communities. We will provide expert guidance, resources and support to help our community establish and maintain a thriving Village, and we champion the Village model at state and national levels as a best practice for healthy, vibrant aging.

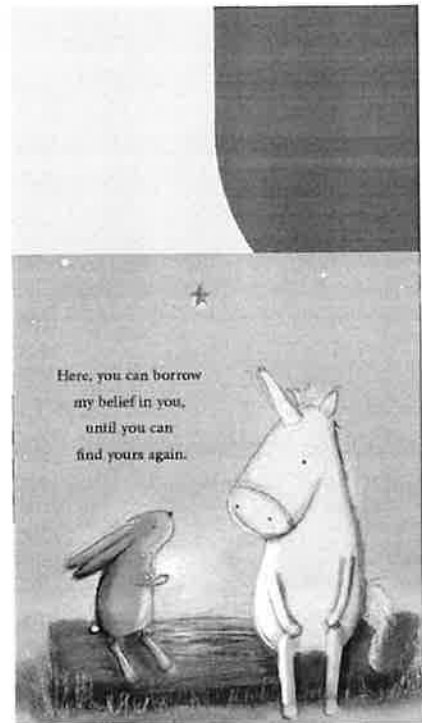
Thank you

Roxanne L Cheney

e: info@acaringplace.com

p: 859-368-2656

<https://SupportACaringPlace.org>





FARO Technologies Inc
125 Technology Park, Lake Mary FL
32746-6204
Phone No: 407-333-9911

Resolution # 008-2025
Contract #001-2025

Account Manager: Richard Britt
Email: richard.britt@faro.com
Sales Support: Cindy Clarke
Contact Person: Chris Sizemore

Quotation No: 04322379
Quotation Date: 10/07/2024
Expiration Date: 11/06/2024

Lead Time: 2-6 weeks
Ship: Standard/Ground
Payment Terms: 30 Days net
Delivery Terms: Free Carrier

Bill To:	Ship To:
Lexington-Fayette Urban County Governmen 200 E Main St Lexington,KY,40507-1310 US	Lexington-Fayette Urban County Governmen Lexington,United States 150 E Main St Lexington,KY,40507-1318 US

Notes:

UNIT COSTS				
ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	TOTAL AMOUNT
SMAR0900-1Y  SCENE	SCENE MAINT - 1Y RNWL Contract Date: 01/01/2025 - 12/31/2025 991906930131125617	1	\$ 1,250	\$ 1,250
SMAR51007-1Y	FARO Zone 3D Expert Maintenance Rnwl 1Y Zone 3D Expert annual maintenance renewal includes product updates and upgrades (as available), including top tier technical support for one (1) year. Customer must be on the most current software release to purchase this plan. Contract Date: 01/01/2025 - 12/31/2025 DME5O368RFY7XU9GKV	1	\$ 990	\$ 990

Check Payments:
FARO Technologies, Inc.
PO Box 116908
Atlanta, GA 30368-6908

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204
Electronic Payments:
FARO Technologies, Inc.
ABA: 061000104
Swift Nbr: SNTRUS3A
USD Account #: 1000009578609

Phone No: 407-333-9911
www.faro.com
Nasdaq: FARO

RECURRING COSTS				
ITEM NO.	DESCRIPTION	YRS	ANNUAL PRICE	SUBTOTAL
Total Unit Price:				\$ 2,240.00
Total Recurring Costs:				\$ 0.00
Sub Total:				\$ 2,240.00
Shipping & Handling:				\$ 0.0
Total Excluding Tax:				\$ 2,240.00
Total Taxes:				\$ 0.0
Total Due: (USD)				\$ 2,240.00

****Note:** Taxes on this quote are budgetary estimates and are not binding. Taxes charged will be based on applicable tax rates assessed at the time of final invoice.

Quote, including negotiated terms and conditions attached, accepted

Signature: *Linda Gorton* Print: Linda Gorton

Title: Mayer Date: 1/24/2025

Accounts Payable Name: _____ Email: _____

Do you require a PO number to be referenced on the invoice () No () Yes - PO #: _____

The following article contains all our calibration information under their respective product headings

<https://knowledge.faro.com/Essentials/Hardware/Compensation/Calibration and Certification Standards for FARO Devices>

Check Payments:
FARO Technologies, Inc.
PO Box 116908
Atlanta, GA 30368-6908

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204

Electronic Payments:
FARO Technologies, Inc.
ABA: 061000104
Swift Nbr: SNTRUS3A
USD Account #: 1000009578609

Phone No: 407-333-9911
www.faro.com
Nasdaq: FARO