

## **PURCHASE OF SERVICE AGREEMENT**

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the 11<sup>th</sup> day of July, 2017, 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, **TWEENS NUTRITION AND FITNESS COALITION** with offices located at 501 West Sixth Street, Suite 250, Lexington, Kentucky 40508, (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, 2017**, and continuing for a period of two (2) years 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 Thousand Two Hundred and 00/100 Dollars (\$60,200)** for the services required by this Agreement, said services being more particularly described in the Addendum attached hereto and incorporated herein by reference as Exhibit A, one-eighth (1/8<sup>th</sup>) of which shall be payable in August 2017 or shortly thereafter upon receipt of an invoice, with one-eighth (1/8<sup>th</sup>) payable each quarter thereafter upon submission of a quarterly invoice and a detailed quarterly program report. **Quarterly invoices and detailed program reports shall be submitted by October 16<sup>th</sup>, 2017, January 15<sup>th</sup>, 2018, April 16<sup>th</sup>, 2018, July 15<sup>th</sup>, 2018, October**

15<sup>th</sup>, 2018, January 14<sup>th</sup>, 2019, and April 15<sup>th</sup>, 2019. A two-year-end program report shall be submitted by July 15<sup>th</sup>, 2019. 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 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

5. Organization shall indemnify, defend and hold harmless Government, its officers, agents and employees, from and against any and all liabilities, claims, demands, losses, damages, costs, and/or expenses arising out of, from, relating to, and/or based on the Organization's violation of any such laws, ordinances or regulations or Organization's breach of this Agreement.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. This instrument, and the Addendum 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.

13. 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.

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

For Organization:

Tweens Nutrition & Fitness Coalition  
501 W. 6th St. Ste. 250  
Lexington, KY 40508  
Attn: Jeremy Porter


For Government:

Lexington-Fayette Urban County Gov.  
200 East Main Street  
Lexington, Kentucky 40507  
Attn: Chris Ford, Commissioner  
Department of Social Services

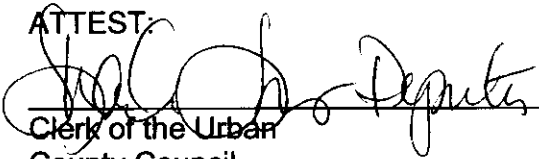
IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

TWEEN NUTRITION AND FITNESS  
COALITION

BY:   
Jim Gray, Mayor

BY:   
Title: Director

ATTEST:  
  
Clerk of the Urban  
County Council

# Addendum

**Agency:** Tweens Nutrition & Fitness Coalition, Inc.

**Priority Area:** Food Insecurity & Nutritional Access

**Program Name:** Fresh Stop Markets

**LFUCG Extended Social Resource Grant Program FY18 & FY19 Funding:** \$60,200 (\$30,100 per FY)

**Program Summary:** Our service philosophy centers on organizing neighborhood communities, believing that fresh food is a basic human right. We use asset-based development to partner with neighborhood institutions who can purchase sufficient, affordable, healthy, culturally-appropriate food. We identify healthy food knowledge existent in the neighborhood and support its development and proliferation.

By purchasing produce baskets, receiving nutrition education (recipes, demonstrations, produce storage and prep tip sheets), clients will increase their healthy food security and overall wellness indicators attributable to healthy food access by 20%. We will increase Spanish language access and cross-cultural organizing by hiring contractors to translate all documents and interpret at each market and community meeting. We will identify 20 homebound residents through a community organized mapping process and coordinate outreach and delivery through teams of FSM Outreach volunteers.

**Desired Outcomes for Clients:** To work alongside our clients to improve their healthy food security by cooperatively purchasing fresh produce from local farmers that is accessible in their own neighborhood. We will work with clients to expand the number of produce baskets purchased in the Castlewood and East End FSMs. Each basket contains storage/prep tip sheets, recipes, and a newsletter. We plan to establish a new FSM in one of Fayette county's 34 food deserts.

With our clients, we want to increase healthy food security and overall wellness indicators attributable to healthy food access. To expand participation of Latino families facing healthy food insecurity, we will increase language access and cross-cultural organizing by offering translation and interpretation services for nutrition education and market participation. To extend accessibility beyond the 20 week agricultural production season, we will establish a winter FSM for 4-6 weeks beginning in October.

**For LFUCG Agreement Addendum and Quarterly Reporting purposes, describe below how you will ensure clients' needs are met or goals are achieved Please summarize based on your previous answers to questions above referenced in each column.**

# of Clients to be Served per year	Desired outcome for client (from Question 5.1a.2)	Service or activities to achieve goal (from Question 5.1a.3)	Unit of service, frequency, length (from Question 5.1a.3)	Measure of effectiveness (from Question 5.1b.1)	Sampling size and frequency (from Question 5.1b.3)
325	Expand the number of produce baskets purchased in the Castlewood and East End neighborhoods to 1500	Reach out to 325 families using community organizing, door to door canvassing, phone calls, and neighborhood-level marketing	20 weeks of bi-weekly market pick-ups (10 per market) with nutrition education June - October; Tuesdays and Wednesdays,	Castlewood and East End FSMs purchase at least 1500 baskets, across 325 families. At least 70% of these for \$12 and \$6 and 30% through SNAP/BGDD	Qualitative and quantitative pre and post market surveys of the full market population served. Two mid-season focus groups.
125	Establish a new Fresh Stop Market in one of Fayette county's 34 food deserts.	Identify, partner, and train with 6-12 volunteers from 1-2 neighborhood institutions	20 weeks of bi-weekly market pick-ups (10 per market) with nutrition education June - October; day/time TBD	Partner with 6-12 volunteers from 1-2 neighborhood institutions who can coordinate purchases of 400 produce baskets across 125 families from Jun-Oct.	Qualitative and quantitative pre and post market surveys of the full market population served. Two mid-season focus groups.
315	Increase healthy food security and overall wellness indicators attributable to healthy food access with a goal of 33% of clients self-reporting a 20% increase in their healthy food security and overall wellness indicators attributable to healthy food access.	Purchase produce baskets receive nutrition education (recipes, demonstrations, produce storage and prep tip sheets)	20 weeks of bi-weekly market pick-ups (10 per market) with nutrition education June - October; Tuesdays and Wednesdays, 5-7pm	33% of Clients will self-report an increase of 20% in their healthy food security and overall wellness indicators attributable to healthy food access.	Qualitative and quantitative pre and post market surveys of the full market population served. Two mid-season focus groups.
80	Expand participation of Latino families facing healthy food insecurity	Increase language access and cross-cultural organizing by offering translation services-- hiring a translator	20 weeks of bi-weekly market pick-ups (10 per market) with nutrition education June - October; Tuesdays and Wednesdays, 5-7pm	33% of Clients will self-report an increase of 20% in their healthy food security and overall wellness indicators attributable to healthy food access.	Qualitative and quantitative pre and post market surveys of the full market population served. Two mid-season focus groups.
90	Extend fresh food accessibility and security beyond the 20 week agricultural production season.	Establish a winter market by organizing 6 farmers who can provide 40 bi-weekly produce baskets for one winter Fresh Stop Market	4-6 weeks (2-3 markets) from October - December	2-3 FSM produce pick-ups will occur from October-December with at least 40 baskets purchased at each pick-up. 50% of baskets will be purchased for \$6 and \$12	Qualitative and quantitative pre and post market surveys of the full market population served. Two mid-season focus groups.
20	Increase healthy food access for homebound residents	Identify 20 homebound residents through a community organized mapping process and coordinate outreach and delivery through FSM volunteers.	individual deliveries per market over the course of 20 weeks June - October with nutrition education materials and a 15 minute nutrition consultation.	20 homebound residents per market will purchase baskets for 5 of 10 deliveries. Deliveries will include nutrition education materials and a 15 minute nutrition consultation.	Qualitative and quantitative pre and post market surveys of the full market population served. Two mid-season focus groups..