

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the first day of July, 2013, 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, **GOD'S PANTRY FOOD BANK, INC.** with offices located at 1685 Jaggie Fox Way, Lexington, Kentucky 40511, (hereinafter "Organization").

W I T N E S S E T H

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, 2013**, 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 **One Hundred Twenty Three Thousand Dollars (\$123,000.00)** 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 2013 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 10th, January 10th, and April 10th. A year-end program report shall be submitted by July 10th. 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:

God's Pantry Food Bank
1685 Jaggie Fox Way
Lexington, KY 40511

Attn: Marian Guinn, CEO

For Government:

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

Attn: Beth Mills, 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

GOD'S PANTRY FOOD BANK, INC.

BY:

Jim Gray
Jim Gray, Mayor

BY:

Marian F. Guinn

Title:

CEO

ATTEST:

Meredith Nelson, Spatz
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: God's Pantry Food Bank

Program Name: Fayette County Pantry Program

LFUCG Partner Agency Program Funding: \$87,520

Program Summary: God's Pantry Food Bank was started by one woman to serve the hungry in Lexington. While our organization has grown far beyond that focus, we have remained true to our roots and continue to operate the largest pantry system in the county. The objective is to reach anyone who is hungry or at risk of hunger in Lexington. Typically this means individuals living at or below the poverty line who struggle to pay their bills and keep themselves or their family fed. This can mean a single senior citizen, a household of two adults and five children, multi-generational families living together to make ends meet, or anything in between.

We operate three pantries in partnership with Lexington churches. We provide 100% of the food offered at these pantries, stock that product, schedule all pantry clients, and coordinate pantry volunteers with significant help in this area from the host churches and their members. Churches provide secure space and access to the property.

The pantries are at Broadway Christian Church, 187 North Broadway, Central Christian Church, 219 East Short Street, and St. Luke United Methodist Church, 2351 Alumni Drive. One or more of these pantries is open Monday through Saturday and staffed with volunteers. Clients must be scheduled to visit a pantry but referrals are available by phone five days a week.

We anticipate serving more than 50,000 Fayette County residents in FY14 and intend to open a fourth pantry location.

Long-Term Program Goals: The goal of the Fayette County Pantry Program is to feed our neighbors in need by providing healthy food to anyone who is food insecure or unsure of the source of their next meal. We believe operating efficient, well-run pantries and maximizing partnerships with other agencies, churches and hundreds of volunteers and donors is the most effective way to do that.

ACTIVITIES	OUTPUTS	OUTCOMES
Volunteers and the Community Services Coordinator will take information from 9 a.m-noon and 1-3 p.m. each weekday to schedule pantry visits.	The call center will schedule 1,670 pantry visits monthly	We will respond to at least 20,000 client requests/referrals annually
The Community Services Coordinator will ensure volunteers staff pantries during each of the 26 sessions and assist clients.	Up to 25 families can visit each pantry per session and 26 sessions are offered weekly.	We will provide access to three pantries for at least 40 hours per week
GPFB, through the Operations Department, will source donated food and purchase additional food as necessary, then transport that food to our pantries and stock them adequately daily or weekly as needed.	Each household will receive enough food to provide meals for all family members for up to 7 days.	God's Pantry Food Bank will acquire and distribute 1.4 million pounds of food annually and make that food available through pantries we operate in Lexington.

INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
Each client receives enough food to last seven days or more.	Face-to-face interviews by trained volunteers.	At least 400 clients	The Hunger in Fayette County study is conducted every four years and involves face-to-face interviews at our pantries.

Addendum

Agency: God's Pantry Food Bank

Program Name: Backpack Program

LFUCG Partner Agency Program Funding: \$35,480

Program Summary: The Backpack Program fills the meal gap for children in low-income families that suffer from food insecurity. Individuals who are facing food insecurity don't know with certainty where their next meal will come from. This can be a particularly stressful experience for children because they have so little control over their surroundings. For many kids, the regular weekday routine may include free or reduced-price breakfast and lunch at school and possibly even an afterschool snack or a hot dinner at a neighborhood Kids Cafe. Unfortunately, these resources are unavailable during the weekend, leaving children with two full days or more when they may have no other source of sustenance.

Children receive food through this program after being identified by a Family Resource Center employee or other teachers or employees at the school the child attends. Once enrolled in the program, children are discreetly given a bag of food for the weekend or holiday break. The contents of each backpack may vary, but there are always 7-10 individually packaged items that are kid friendly and do not require special storage or adult preparation.

God's Pantry Food Bank operates the Backpack Program at 12 Fayette County Public Elementary and Middle Schools. At 10 schools, 50 bags of food are distributed weekly, at 2 schools 25 bags are distributed weekly. For the most part the same student population benefits from the program, with about a 20% variance rate due to changing enrollment and situation.

Long-Term Program Goal: The goal of the Backpack Program is to provide easily accessible food to low-income children who may not have another source of meals when school is not in session.

ACTIVITIES	OUTPUTS	OUTCOMES
<p>We will provide food and help coordinate volunteer assistance to facilitate distribution of 50 bags of food weekly during the regular school year.</p> <p>Our staff dietitian will select, purchase, and distribute enough food for each site and communicate delivery and volunteer information to the Family Resource Center Coordinator or appropriate person at each location.</p> <p>The Food Bank's Youth Services and Nutrition Coordinator will respond to requests for service and inquiries about providing service and when appropriate, match those organizations to expand services.</p>	<p>We commit to providing weekend food assistance for low-income children during the academic year at 12 Fayette County Public Schools.</p> <p>Through this program we will distribute 19,000 bags of food to children in Fayette County each week school is in session between August 2013 and June 2014.</p> <p>The Youth Services and Nutrition Coordinator will speak with five outside groups about the program based on their interest or available opportunities for promotion.</p>	<p>We will become a resource for food assistance for at-risk students at times when school is not in session.</p> <p>God's Pantry Food Bank will select 7-10 healthy items representing the four food groups and make that food available to 550 at-risk children who are identified by the Family Resource Center Coordinator.</p> <p>God's Pantry Food Bank will serve as a model and resource for other organizations interested in operating Backpack sites at other schools in Fayette County.</p>

INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
<p>Children are adequately nourished over the weekends and return to school ready to learn; food security is restored for at least 550 children weekly.</p>	<p>Feedback interviews with educators at at least two schools participating in the program.</p>	<p>At least 2 of the 11 Fayette County Schools where we provide service.</p>	<p>Once annually.</p>