

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the 11th 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, **SEEDLEAF** with offices located at 501 West Sixth Street, Unit 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 **Eighty-Two Thousand Eight Hundred and 00/100 Dollars (\$82,800)** 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 (1/8th) of which shall be payable in August 2017 or shortly thereafter upon receipt of an invoice, with one-eighth (1/8th) 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 16th, 2017, January 15th, 2018, April 16th, 2018, July 15th, 2018, October 15th, 2018, January 14th, 2019, and April 15th, 2019. A two-year-end program report**

shall be submitted by July 15th, 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:

Seedleaf
501 W 6th St #250
Lexington, Kentucky 40508

Attn: Ryan Koch

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

SEEDLEAF

BY: 
Jim Gray, Mayor

BY: 
Title: Director

ATTEST: 
Clerk of the Urban
County Council

Addendum

Agency: Seedleaf

Priority Area: Childhood & Youth Development

Program Name: SEEDS: Seedleaf's Youth Development Program

LFUCG Extended Social Resource Grant Program FY18 & FY19 Funding: \$82,800 (\$41,400 per FY)

Program Summary: Seedleaf proposes to address the issue of unequal access to and gaps in awareness about fresh food for North Lexington youth by expanding our SEEDS program 'Service, Education, Entrepreneurship in Downtown Spaces'. This program aims to work with school age children between the ages of 11-17 who live in North Lexington. In addition to making fresh foods available, there also needs to be a shift amongst North Lexington residents and families toward a knowledge of fresh foods and produce to assist with their incorporation into daily life.

Desired Outcomes for Clients: Seedleaf hopes that clients will graduate from SEEDS with demonstrably increased knowledge of fresh food and its importance, basic gardening skills and basic cooking skills. With these goals met, participants will complete the program with increased capabilities for self-sufficiency and self-efficacy. Also, we hope that our young clients graduate from the program with an awareness of future careers related to the development of their community. Indeed, we teach students that food, responsible environmental practices and positive community development are intertwined and that such practices need not be supplemental to their lives but central in the work they one day chose to pursue.

Our secondary clients are the underserved neighbors in North Lexington who are outside the age range for SEEDS. Our listening efforts suggest that many area residents long to eat affordable healthier foods. By focusing on clients ages 11-17 we seek to strengthen intergenerational bonds and communication within families and influence the long-term dietary decisions that families and our primary clients make as they age and build lives for themselves.

SEEDS four primary goals for clients:

- Goal 1: Basic knowledge of various vegetables and fruit that grow in our region and best practices in organic gardening.
- Goal 2: Basic know-how for cooking and eating vegetables and fruit.
- Goal 3: An awareness of the North Side neighborhood/environment and its assets through gardening.
- Goal 4: Awareness about possible careers in community gardening and/or community development and the necessary skills sets needed.

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)
18-22	Clients will have an increased awareness of unprocessed food choices as well as a basic knowledge of the preparation and consumption of fresh fruit and vegetables.	Kitchen workshops are coordinated in partnership with our non-profit partners the Tweens Coalition and FoodChain.	Clients will have four different cooking classes, each lasting between 90 and 120 minutes.	Clients will have prepared 4 different healthy snacks or side items.	One survey for parents and guardians inquiring about client food choices and behaviors at home will be sent to parents two weeks before the conclusion of programming.
18-22	Clients will have an increased knowledge of how to plant and maintain a vegetable garden.	Clients will participate in twice-weekly skill-building sessions focused on sowing and planting vegetable plants, and caring for those plants.	Clients will have 12 hands-on gardening activity days focused on some component of food production.	Clients will have grown 10 pounds of fresh food.	A paper survey will be given to all SEEDS participants before the start of programming and at the completion of programming.
18-22	Clients will have a deeper understanding of work and career opportunities available to them in urban agriculture.	Clients will participate in twice-weekly skill-building sessions focused on sowing and planting vegetable plants, and caring for those plants.	Clients will have one or two field trips to local, innovative agricultural operations.	Clients will write a one page reflective piece on their experience of the field trip(s).	A voluntary focus group will be conducted at the end of programming consisting of 3-4 SEEDS graduates.