

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the first day of July, 2016, 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, **Faith Feeds of Kentucky, Inc. d/b/a GleanKY** with offices located at 3845 Wyndsong Trail, Lexington, Kentucky 40514, (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, 2016**, 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 **Six Thousand Dollars (\$6,000)** 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 2016 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 14th, 2016, January 13th, 2017 and April 14th, 2017. A year-end program**

report shall be submitted by July 14th, 2017. 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:

Attn: _____

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

FAITH FEEDS OF KENTUCKY, INC.
d/b/a GLEANKY

BY: _____
Jim Gray, Mayor

BY: _____
Title: _____

ATTEST:

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: Faith Feeds of Kentucky, Inc. d/b/a GleanKY

Program Name: Gleaning 2016-2017

LFUCG Extended Social Resource Grant Program FY17 Funding: \$6,000

Program Summary: GleanKY seeks to reduce food insecurity in Kentucky, starting with Fayette County, by collecting and redistributing excess fresh fruits and vegetables to nourish our community’s hungry. Since 2010, we have gleaned, or gathered, 605,008 pounds of produce from 19 sources, including farms, orchards, farmers’ markets, grocery stores, and personal gardens, and distributed the produce to hunger programs serving homeless, low-income, and low-access communities in Fayette County. Our volunteers glean 364 days out of the year (excluding Christmas Day), often making multiple gleaning trips each day, to provide fresh fruits and vegetables to those in need.

We currently serve approximately 39 hunger programs in Fayette County, from food banks to hot meal programs to school backpack programs. The number of clients these programs serve also varies: we provide fruits and vegetables to God’s Pantry Food Bank, which served 24,000 families in Fayette County in Fiscal Year 2013, as well as to local “neighborhood ambassadors” who serve 30 to 40 households in their neighborhood. By July 2015, we anticipate being able to better measure the number of individual recipients impacted by our program through a formal evaluation.

By distributing produce, we seek to reduce food insecurity, provide more nutritious food options to hunger programs serving the hungry, and reduce the amount of edible food wasted.

Long-Term Program Goals: GleanKY seeks to reduce food insecurity in Fayette County by acting as the critical link between sources where food is being wasted and organizations serving hungry populations. Within this goal of alleviating food insecurity, GleanKY plans to provide all of Fayette County with access to fresh fruits and vegetables, increasing the quality and nutrition of food consumed by low-income individuals and families.

ACTIVITIES	OUTPUTS	OUTCOMES
We will glean produce from supermarkets and grocery stores.	We will glean 325,000 pounds in 2016 and 2017, equalling 1,300,000 servings of produce.	Participants (defined as the hunger programs with whom we partner) will receive varied types of produce year-round, regardless of growing season.
We will glean produce from orchards, farms, farmers' markets, and personal gardens.	We will glean 325,000 pounds in 2016 and 2017, equalling 1,300,000 servings of fresh, locally grown fruits and vegetables	Participants (defined as the hunger programs with whom we partner) will have access to fresh, nutritious, locally grown fruits and vegetables grown with few chemicals, which will then be directly distributed to their clients. These clients will experience increased health and wellness and decreased food insecurity.
We will distribute fresh, edible fruits and vegetables to partner hunger programs.	We will distribute 650,000 pounds in 2016 and 2017 to 5 new hunger program partners, bringing our total to 44 food distribution sites, including food pantries, hot meal programs, backpack programs, and education programs.	Participants (defined as the hunger programs with whom we partner), many of which operate without any outside assistance, will be able to provide fresh fruits and vegetables to their clients, including individuals and families who may not qualify for other types of assistance.

We will recruit new volunteers and coordinate all volunteer gleaning efforts.	We will recruit and/or maintain 300 volunteers in 2016 and 2017 in order to glean 364 days out of the year.	Participants (defined as the hunger programs with whom we partner) will receive fresh, edible produce year-round delivered by volunteers who glean supermarkets, grocery stores, orchards, farms, farmers' markets, and personal gardens.
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INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
Number of pounds of produce gleaned Number of days gleaned	Scales Gleaning totals recorded by volunteers Receipts from pantries	All volunteers will update the gleaning records. The gleaning database will be reviewed by a staff member.	All volunteers will update the gleaning records after each gleaning trip. The gleaning database will be reviewed by a staff member monthly.
Number of pounds of produce gleaned Number of days gleaned	Scales Gleaning totals recorded by volunteers Receipts from pantries Responses from recipient partners regarding impact of receiving gleaned produce	All volunteers will update the gleaning records. The gleaning database will be reviewed by a staff member.	All volunteers will update the gleaning records after each gleaning trip. The gleaning database will be reviewed by a staff member monthly.
Number of pounds of produce distributed Number of new partner hunger programs Number of total partner hunger programs Number of individuals and families served by partner hunger programs	Scales Gleaning totals recorded by volunteers Receipts from pantries Demographic information collected from partner hunger programs	All volunteers will update the gleaning records. All hunger program partners will be asked to participate in an evaluation.	All volunteers will update the gleaning records after each gleaning trip. Hunger program partners evaluations will be conducted annually.
Number of new volunteers Number of total volunteers Number of gleaning trips	Records from volunteer orientation sessions Gleaning session records reported by volunteers Database of volunteer contact information	Staff will update and maintain the database of volunteer contact information for new and returning volunteers. All volunteers will update the gleaning records. The gleaning database will be reviewed by a staff member.	The database of volunteer contact information will be updated monthly. All volunteers will update the gleaning records after each gleaning trip. A staff member will review the gleaning records on a monthly basis.