

***MEMORANDUM OF UNDERSTANDING (MOU) between***

**Lexington-Fayette Urban County Government (LFUCG) on behalf of the LFUCG Division of Waste Management (Party A) and Seedleaf (Party B)**

This is an agreement between "Party A", hereinafter called Lexington-Fayette Urban County Government (LFUCG) on behalf of the LFUCG Division of Waste Management and "Party B", hereinafter called Seedleaf effective November 1, 2015.

**I. PURPOSE & SCOPE**

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the effort to reduce food waste reduction that is sent to the landfill by the citizens of Fayette County. This effort is directly associated with the goal of LFUCG on behalf of the LFUCG Division of Waste Management to divert organic materials from the landfill-bound waste stream. This will be done not only by collecting, diverting and composting food waste material, but also by increasing educational opportunities in composting and other alternatives related to organics diversion.

**II. BACKGROUND**

LFUCG on behalf of the LFUCG Division of Waste Management currently has an organics collection and diversion program that targets yard waste from residential addresses. Around 22% of the material currently being sent to the landfill by LFUCG is organic food waste.

In order to achieve a goal of zero waste, organic food waste collection is a major portion of the goal that would get us closer to this achievement. This would also be in conformity with the recently announce USDA and EPA goal of reducing America's food waste by 50% by the year 2030.

**III. SEEDLEAF'S [PARTY A] RESPONSIBILITIES UNDER THIS MOU**

In an effort to decrease the total amount of organic food waste material sent to landfills from Fayette County residents and assist LFUCG in efforts of achieving a zero waste goal, Seedleaf will collect food waste from up to 35 local restaurants. Most of the participating restaurants are located in the downtown area of Fayette County and will have material collected on a weekly basis. The material will then be distributed among Seedleaf's 16 community gardens and composted. The end result will be used as soil amendment for those gardens.

Seedleaf will be responsible for providing the restaurants with collection buckets and will collect and transport the material from the restaurants to the specific composting locations.

They will also be responsible for monitoring the material as well as educating the restaurants' staff on what material is accepted in order to decrease the chance of contaminations.

The composting process will be done by Seedleaf staff and volunteers. The staff will educate and train volunteers at each community garden on the process of composting. More structured education efforts will take place at classes, workshops and trainings offered by Seedleaf.

These include:

**Composting 101 Training** (monthly) – 1 hour training for home composters

**Wormshop Training** (3 trainings a year) – 1 hour training for home composters on how to use worms for composting (vermicomposting)

**Master Community Composter Training (MCCT)** – 5 week long training for home composters and Compost Partner Volunteers

Other education efforts will be done by Seedleaf at zero waste events within Fayette County, where Seedleaf will place and staff waste stations, and educate participants on how to dispose of their waste correctly. Seedleaf will do this at 12 events during the year.

Seedleaf will provide a monthly report of the organization activities towards this MOU, included with the invoice for the work done on that same month. The report and invoice will be provided to LFUCG Division of Waste Management by the 15th day of next month.

#### **IV. LFUCG'S [PARTY B] RESPONSIBILITIES UNDER THIS MOU**

LFUCG on behalf of the LFUCG Division of Waste Management (Party B) will be responsible for offering support, promotion and recognition to Seedleaf's efforts and events. They will also direct any interested Fayette County restaurant towards Seedleaf's program, and provide them as a resource.

LFUCG will be responsible for paying monthly invoices in a timely manner, net 30 days after receiving the invoice.

#### **V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

This agreement is subject to yearly review.

This agreement may be amended by mutual agreement of both parties.

Either party may terminate this agreement with 60 day's notice prior to termination.

#### **VI. FUNDING/BUDGET**

(see attachment A)

**VII. EFFECTIVE DATE AND SIGNATURE**

This MOU shall be effective upon the signature of Parties A and B authorized officials. It shall be in force from November 1, 2015 to December 1, 2017 (two year term) subject to future appropriations by the Urban County Council.

This agreement may be renewed for additional 12 month periods upon written notification by Seedleaf to LFUCG on behalf of the LFUCG Division of Waste Management (ATTN: Director), and LFUCG on behalf of the LFUCG Division of Waste Management's written acknowledgement of the renewal.

Parties A and B indicate agreement with this MOU by their signatures.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the day and year first above written.

Party A

Party B

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

SEEDLEAF

By: \_\_\_\_\_

JIM GRAY, MAYOR

BY: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Deputy Clerk

URBAN COUNTY COUNCIL CLERK  
COMMONWEALTH OF KENTUCKY

COUNTY OF FAYETTE

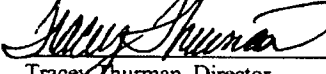


Lexington-Fayette Urban County Government  
DEPARTMENT OF ENVIRONMENTAL QUALITY AND PUBLIC WORKS

Jim Gray  
Mayor

David L. Holmes  
Commissioner

**TO:** Mayor Jim Gray  
Urban County Council

**FROM:**   
Tracey Thurman, Director  
Division of Waste Management

**DATE:** October 21, 2015

**RE:** Memorandum of Understanding (MOU) Between Lexington-Fayette Urban County Government (LFUCG) on behalf of the LFUCG Division of Waste Management

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**Request:** The purpose of this memorandum is to request approval to enter into an agreement with Seedleaf to reduce food waste material that is sent to the landfill by the citizens of Fayette County.

**Authorization to:** Approve MOU with Seedleaf to divert organic materials from the landfill-bound waste stream.

**Why are you requesting?** This program will help achieve the goal of zero waste and provide educational opportunities in composting and other alternatives related to organics diversion.

**Department needs this action completed because:** Seedleaf will collect food waste from up to 35 local restaurants which will be distributed to Seedleaf's community gardens and composted. This would aid LFUCG in conforming with the USDA and EPA goal of reducing America's food waste by 50% by the year 2030.

**What is the cost in this budget year and future budget years?** \$20,000

The cost for this FY is: \$20,000

The cost for future FY is: \$20,000 annually

**Are the funds budgeted?** Yes.

**The funds are budgeted or a budget amendment is in process:** Budgeted.

**Account number:** 1115 303506 0001 71299

**Attachments:** Contract  
Budget



<b>Education Opportunities</b>						
Educational Materials	Printed worksheets and details on home or restaurant composting	monthly			\$10	\$120
Compost 101 Training	Seedleaf staff facilitates a 1-hour training for home composters	3x/year	5 students	\$10		\$150
Wormshop	Seedleaf staff facilitates a 1-hour training for home composters using worms (vermicomposting)	3x/year	5 students	\$15		\$225
Master Community Composter Training	Seedleaf staff facilitates a 5 week (10 hour) training for home composters and for Compost Partner Volunteers	1x/year	20 students	\$25		\$500
Night Market, Other Public Zero Waste	Seedleaf staff and volunteers organize to make a local event zero waste	monthly	9 events	\$250		\$2,250
<b>Subtotal</b>						<b>\$3,245</b>
<b>Total Estimated for FY 2016</b>						<b>\$19,945</b>