

## 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, **Gods Pantry Food Bank** with offices located at 1685 Jaggie Fox Way, Lexington, Kentucky 40511, (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 **Thirty-Six Thousand, Five Hundred Dollars (\$36,500)** 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 (1/4<sup>th</sup>) of which shall be payable in July 2016 or shortly thereafter upon receipt of an invoice, with one-fourth (1/4<sup>th</sup>) 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 14<sup>th</sup>, 2016, January 13<sup>th</sup>, 2017 and April 14<sup>th</sup>, 2017. A year-end program report shall be submitted by July 14<sup>th</sup>, 2017.** 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

GODS PANTRY FOOD BANK

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:** God's Pantry Food Bank

**Program Name:** Backpack Program

**LFUCG Extended Social Resource Grant Program FY17 Funding:** \$36,495

**Program Summary:** There are children in Lexington, Ky., that rely on resources such as free or reduced-priced school breakfast and lunch for most of their meals. The Backpack Program is designed to meet the needs of hungry children at times when these resources are not available, such as weekends and school breaks. To meet those needs, God's Pantry Food Bank sends home a bag of 7-10 kid-friendly, single serve items weekly to up to 745 children who attend Fayette County Public Schools.

These items are mostly purchased by the Food Bank in large quantities, received and stored at our Lexington headquarters, then assembled in plastic grocery bags and delivered by volunteers or school personnel to 21 elementary and middle schools in our community. Family Resource Coordinators or Youth Services staff at each school coordinate selection and enrollment of children and distribution. At times extra food is sent home in advance of a long weekend or an extended break.

The goal is simply to solve food insecurity for these children by putting healthy, accessible food into their hands when they may not otherwise have access to it. We anticipate serving as many as 940 Fayette County children in FY16 and 940 in FY17, for a total of 1,880 unique students during the funding period (most schools distribute to the same population week-to-week, with an estimated 20% turnover due to changing circumstances or enrollment changes). We anticipate distributing a total of 53,600 backpacks during the same time period.

**Long-Term Program Goals:** 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
Our staff dietitian will select, purchase, and distribute enough food for each site and communicate delivery and volunteer information to the Family Resource Center Coordinators or appropriate person at each location.	Through this program, we will distribute up to 745 bags of food to children in Fayette County each week school is in session between September 2015 and June 2016 and up to 745 bags weekly between September 2016 and June 2017.	<b>GPFB staff will select 7-10 healthy items representing the four food groups and make that food available to 745 (FY16) and 745 (FY17) at-risk children who are identified by the Family Resource Coordinator or other staff at the school they attend.</b>
GPFB will provide food and help coordinate volunteer assistance to facilitate distribution of 745 bags of food weekly during the regular school year.	We commit to providing weekend food assistance for low-income children during the academic year at 21 Fayette County Public Schools.	<b>GPFB will continue to serve as a resource for food assistance for at-risk students at time when school is not in session.</b>
GPFB staff will provide educational materials as available to our sponsored Backpack Program locations.	The collection and distribution of educational resources will take place on a bi-monthly basis throughout the regular school year.	<b>Participants of the Backpack Program will be able to make more informed decisions on what they choose to consume and will receive more tips on how to put together meals based on the food item available at home.</b>
GPFB staff will respond to requests for service and inquiries about providing service and, when appropriate, match those organizations to expand services.	GPFB staff members will speak with 10 outside groups about the program based on their interest or available opportunities for promotion.	<b>GPFB will advocate and spread awareness about the Backpack Program through community partnerships and presentations. When appropriate we will share the program's success and challenges through various methods of PR.</b>

INDICATOR	MEASUREMENT TOOL/APPROACH	SAMPLING STRATEGY & SIZE	FREQUENCY & SCHEDULE OF DATA COLLECTION
Children are adequately nourished over the weekends and return to school ready to learn; food security is restored for up to 745 children weekly in FY16 and up to 745 children weekly in FY17.	Develop a survey with site coordinators that will go to parents of Backpack participants in order to receive direct feedback on the program.	At least 10-15 of the 21 Fayette County Schools where we provide program service.	Twice annually.