

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the seventh 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, **God's Pantry Food Bank** with offices located at 1685 Jaggie Fox Way, Lexington, Kentucky 40511 (hereinafter "Organization").

WITNESSETH

WHEREAS, the Government recognizes the need to partner with Fayette County Public Schools and the Lexington-Fayette County community to address the Achievement Gap that disproportionally affects our community's minority and disadvantaged students; and

WHEREAS, the Government is committed to providing for programs that will impact youth learning and community enrichment, thereby combatting the Achievement Gap; and

WHEREAS, the Government proposes to partner with the Organization and provide an Opportunity Grant to fund such initiatives and services offered by the Organization that aligns with the above-stated goals.

NOW, THEREFORE, 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 **Ninety Thousand Dollars (\$90,000.00)** for the services required by this Agreement, said services being more particularly described in the Letter of Engagement attached hereto and incorporated herein

by reference, one-half (1/2) of which shall be payable in August 2016 or shortly thereafter upon receipt of an invoice, and one-half (1/2) payable in January 2017 or shortly thereafter upon receipt of an invoice. A financial report and detailed interim program report shall be submitted by December 30th, 2016 and a year-end program report shall be submitted by July 30th, 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 Letter of Engagement.

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 Letter of Engagement *(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 Letter of Engagement 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 Letter of Engagement 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 Letter of Engagement *(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. 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

AGENCY NAME

BY: _____
Jim Gray, Mayor

BY: _____

Title: _____

ATTEST:

Clerk of the Urban
County Council

* The Letter of Engagement referenced in items 4 and 11 must be attached to this
document and approved prior to the start of fiscal year payments.



November 13, 2015

TO: LFUCG Department of Social Services
RE: God's Pantry Food Bank OGI Letter of Engagement

To Whom It May Concern:

Thank you for the opportunity to be a part of the new Opportunity Grant Initiative. God's Pantry Food Bank (GPFB) has a long history of collaboration in our community and we look forward to formalizing some of our existing partnerships in our combined effort to overcome the academic achievement gap in our community.

I. Program and Service Delivery Plan

The Fayette County Pantry Program has been in place since 1955 when Mim Hunt founded God's Pantry. As the organization has grown in the ensuing 60 years, serving Lexington's hungry families has continued to be a high priority, even as our service area has grown to include 50 counties of Central and Eastern Kentucky.

In its current form, the Fayette County Pantry Program is serving an average of more than 2,000 Lexington families each month. Of those households, 41% include one or more children under the age of 18. Pantry space is donated by four partners: Broadway Christian Church, Central Christian Church, Community Action (Cambridge Drive location), and St. Luke United Methodist Church. Partners provide space and volunteers; GPFB provides all product, daily stocking of the pantries by employees, and one full time employee who oversees all aspects of the program. Pantry visits are scheduled by volunteers sited at our Jaggie Fox Way headquarters and data is maintained by GPFB. All four pantries are open for at least one session Monday through Friday and each session can accommodate 25 households. A household is currently permitted up to four times in a six-month time period and on average, takes home 70 or more pounds of food, or enough to provide one week's worth of food.

II. Potential Outputs and Projected Outcomes

- A. Output: Create one additional point of contact (email, phone call, or face-to-face) with all Fayette County Public School Family Resource Center or Youth Center staff to ensure all appropriate staff are aware of this resource. Outcome: A total of two direct points of contact per fiscal year with FCPS personnel.

1685 Jaggie Fox Way
Lexington, KY 40511-1084

Main: 859.255.6592
Fax: 859.254.6330

Marian F. Guinn
Chief Executive Officer

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B. Output: Create a process that enables Fayette County Public School Family Resource Center or Youth Center staff the option of submitting referrals online, reducing the time it takes to make a referral, and improving access to the pantries for families. Outcome: Increase referrals from Fayette County Public School Family Resource Center or Youth Center staff by 10% over the same period the year before.

III. Engagement and Partnership Strategy

God's Pantry Food Bank will strengthen our existing partnership with Fayette County Schools and extend referral privileges to both the Carnegie Center for Literacy & Learning and the Urban League of Lexington.

Every Fayette County school and program should have a staff member aware of the opportunity to get a family help through the Fayette County Pantry Program. Currently, we brief FCPS staff on general pantry referrals at the same time as meetings to sign up families for the annual Sharing Thanksgiving distribution. However, with the OGI, we intend to have an additional point of contact between January 2016 and April 1, 2016 (exact method TBD after consulting with FCPS staff) to ensure any family that has children in the FCPS system has the nutritional support necessary to perform well in school. During the period January 1, 2015 – June 30, 2015, GPFB received pantry referrals from Fayette County School personnel for 169 households, with a streamlined referral process we hope to see a 10% increase in the number of referrals.

IV. Budget Narrative

Fayette County Public Schools report that 22,247 students living in poverty were enrolled in the school system in 2015. Last year the Fayette County Pantry Program served 20,700 children. Our city's children will only thrive if they have enough food for themselves, and for their family, to lead a healthy, active life. Children who suffer from hunger cannot grow or learn properly and that affects all of us and the health of our city.

The Fayette County Pantry Program costs for the second half of FY16 (January 1, 2016 through June 30, 2016) total \$140,674, we propose attributing the grant to the following costs of this program:

Item	Cost
Food purchases	\$66,000
Salaries and benefits	\$36,490
Transportation	\$26,982
Occupancy, Warehouse & Supplies	\$8,154
<u>Equipment, Software & Support</u>	<u>\$3,048</u>
Total	\$140,674

Sincerely,



Marian F. Guinn
CEO