

SUPPLEMENTAL INTERAGENCY AGREEMENT

USPIRITUS

AND

JEFFERSON COUNTY PUBLIC SCHOOLS

This Agreement ("Agreement") is entered into as of the 10th day of November, 2015, by and between the Board of Education of Jefferson County, Kentucky ("JCPS"), 3332 Newburg Road, Louisville, Kentucky 40232 and Uspiritus, Inc. ("Uspiritus"), 3121 Brooklawn Campus Drive, Louisville, Kentucky 40218 (individually a "Party" and together the "Parties").

WHEREAS, Uspiritus and JCPS have entered into a cooperative relationship pursuant to a State Agency Children Interagency Agreement (the "KECSAC Interagency Agreement") under which Uspiritus provides residential services and JCPS provides educational services to State Agency Children residing at the Uspiritus Bellewood facility through the Kentucky Educational Collaborative for State Agency Children ("KECSAC");

WHEREAS, it is the mutual goal and intention of each of the Parties to maintain the needs of each child or youth as the priority in the fulfillment of the KECSAC Interagency Agreement and this Agreement;

WHEREAS, JCPS operates a horticulture program for students enrolled in the Bellewood state agency school (the "Horticulture Program");

WHEREAS, it is understood by both Parties that the primary focus of the Horticulture Program is the education and vocational training of the students;

WHEREAS, JCPS has previously, with the consent of Uspiritus, constructed a greenhouse (the "Greenhouse") on the premises of the Uspiritus Bellewood facility for use in the Horticulture Program and has prepared and maintained a vegetable garden within the garden areas adjacent to the Greenhouse; and

WHEREAS, Uspiritus and JCPS wish to supplement the terms of the KESAC Interagency Agreement by entering into this Agreement relating to the Greenhouse and the adjacent gardens and the operation of the Horticulture Program.

In consideration of the premises and mutual agreements set forth herein, Uspiritus and JCPS mutually agree to the responsibilities and other terms and conditions relating to the operation of the Greenhouse and the adjacent gardens and the Horticulture Program as set forth below:

1. JCPS shall:
 - a. Maintain a program of general liability insurance coverage (which may be maintained as part of the existing JCPS self-insurance program), which program will provide general liability insurance

coverage during the Term (defined below) for the operations of the Greenhouse and the adjacent gardens for not less than \$1 million per occurrence and \$2 million aggregate.

- b. Reimburse Uspiritus for the separately-metered costs of all utilities (electricity, gas, water and sewer) for the operation of the Greenhouse and the adjacent gardens .
- c. Maintain the Greenhouse and the vegetable garden and pay all repair and maintenance costs for the Greenhouse and the vegetable garden.
- d. Donate the produce grown in the vegetable garden to community food banks and/or to Uspiritus for sale by Uspiritus or use by Uspiritus in the Bellewood facility.
- e. Use profits from the Greenhouse to help to defray the costs of the Horticulture Program and to provide educational and other benefits to State Agency Children enrolled in KECSAC programs in Jefferson County.
- f. Provide quarterly reporting of the financial operations of the Horticulture Program to Uspiritus CEO.
- g. Provide a list of JCPS employees and contractors (including vehicle identification) accessing the gardens and Greenhouse to the Uspiritus CEO upon request.

2. Uspiritus shall:

- a. Work collaboratively with JCPS State Agency Children's Program to promote the educational and behavioral growth opportunities related to this project.
- b. Actively promote sales of products of the Horticulture Program with the current and future buyers.
- c. Support program enrollment with the Bellewood youth able and willing to work with garden and Greenhouse projects.
- d. Provide separate utility meters (electricity, gas, water and sewer) for the gardens and Greenhouse and provide copies of utility bills to the JCPS State Agency Children's Program Principal promptly after receipt by Uspiritus for accurate reimbursement by JCPS on a monthly basis.
- e. Allow access of JCPS employees and contractors to and from the gardens and Greenhouse area on a 24/7 basis.
- f. Provide maintenance support as needed for routine repairs and

maintenance of the gardens and Greenhouse area (snow plow drives, remove fallen debris, assist other staff for minor repairs).

- g. Coordinate volunteers through the Uspiritus volunteer department to assist in maintaining the gardens and Greenhouse area.
3. **Term.** This Agreement shall commence on November 10, 2015, and shall end on June 30, 2020. This Agreement may be extended by the mutual written agreement of JCPS and Uspiritus.
4. **Termination.** Either Party may terminate this Agreement with thirty (30) days written notice to the other Party. If this Agreement is not renewed at the end of the initial five (5) year term or if this Agreement is terminated for any reason, JCPS shall at the option of JCPS either remove the Greenhouse from the Uspiritus property or sell the Greenhouse to Uspiritus with terms of the sale to be negotiated by the Parties.
5. **Amendment.** This Agreement may be modified or amended only by the written agreement of JCPS and Uspiritus.
6. **Independent Parties.** JCPS and Uspiritus shall be considered to be independent parties and neither shall be construed to be an agent or representative of the other Party, and therefore neither Party shall have any liability for the acts or omissions of the other Party.
7. **Captions.** Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provisions hereof.
8. **Entire Agreement.** This Agreement, together with the KECSAC Interagency Agreement, contains the entire agreement between JCPS and Uspiritus and supersedes any and all prior agreements, either written or oral; provided, however, that any written agreements executed contemporaneously with the execution of this Agreement and incorporated herein by reference shall remain in full force and effect.
9. **Severability.** If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and all not affect any other provision of this Agreement.
10. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first written above.

Michele Eckels
Michele Eckels, Principal
JCPS State Agency Children's Program

10/21/2015
Date

Abbreial Drane
Abbreial Drane, CPA, MBA
President/CEO
Uspiritus

10/21/2015
Date

Donna M. Hargens, Superintendent
Jefferson County Public Schools

Date