



GOVERNOR'S OFFICE OF AGRICULTURAL POLICY

Matthew G. Bevin
Governor

404 Ann Street
Frankfort, Kentucky 40601
Phone (502) 564-4627
Fax (502) 564-8990
agpolicy.ky.gov

Warren Beeler
Executive Director

April 27, 2017

Lexington Fayette Urban County Government
c/o Ashton Wright
Mayor's Office
200 E. Main Street
Lexington, KY 40502

RE: Legal Agreement Project Number A2015-0008


Dear Ms. Wright:

I am pleased to inform you that the Kentucky Agricultural Development Board (the "Board") has approved the Amendment to your Project (A2015-0008) to allow for additional time to draw down on your funds.

Enclosed you will find a THREE (3) page Amendment to the Legal Agreement between you and the Board setting forth the terms, conditions, and restrictions. Please review the Agreement carefully, and, if it meets with your approval, sign and date the Agreement, and return the original to our office at the address listed above, so that it can be executed by the Executive Director, Warren Beeler. Afterward, I will mail you a copy of the executed Agreement.

Please feel free to call me if you have any questions at 502-782-1768.

Sincerely,


Steve Doan
General Counsel

Enclosure
Amendment A2015-0008

**AMENDMENT TO THE AGREEMENT BETWEEN
THE KENTUCKY AGRICULTURAL DEVELOPMENT BOARD
AND
LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
PROJECT
A2015-0008**

BACKGROUND RECITALS

- I.** On or about June 23, 2015 the **Kentucky Agricultural Development Board** (“Board”) and the **Lexington Fayette Urban County Government** (the “Recipient”), hereinafter referred to together as the “Parties,” entered into an Agreement whereby the Board agreed to provide FIFTY THOUSAND DOLLARS (\$50,000) in State funds and FIFTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$52,500) in County funds (Bourbon - \$5,000; Clark - \$5,000; Fayette - \$25,000; Jessamine - \$5,000; Madison - \$5,000; Scott - \$2,500; Woodford - \$5,000) over a two year period for one half the salary and benefits of the Local Food Coordinator (LFC) position of the Bluegrass Farm to Table program.
- II.** On or about April 21, 2017 the Board approved an amendment to give the Recipient a 6-month no-cost time extension to complete the project.
- III.** Now, the Parties seek to memorialize this amendment to their Agreement to allow the Recipient additional time to complete the project.

Accordingly, the Parties agree as follows:

1. The Legal Agreement between the Parties (A2015-0008) is incorporated by reference herein and the Parties hereby ratify and re-affirm its provisions as if set forth hereto.
2. *Section II. F.* of the Agreement is replaced in its entirety by the following:

F. Expiration of Funds

1. 2015 Funds

If any portion of the 2015 funds given by the Board to the Recipient under Section II.B have not been committed or encumbered within ONE (1) year of the Effective Date, the Recipient shall return the uncommitted or unencumbered funds to the Board or its duly authorized representative within THIRTY (30) days of the anniversary of the Effective Date of the Agreement.

2. 2016 Funds

If any portion of the 2016 funds given by the Board to the Recipient under Section II.C have not been committed or encumbered within TWO (2) years and SIX (6) months of the Effective Date, the Recipient shall return the uncommitted or unencumbered funds to the Board or its duly authorized representative within THIRTY (30) days of the second anniversary of the Effective Date of the Agreement.

3. Failure to Refund

If the Recipient does not refund the unused funds to the Board or its duly authorized representatives within this time period, the Recipient shall not be eligible to receive additional funds from the Kentucky Agricultural Development Fund or from the Kentucky Agricultural Finance Corporation.

3. *Section III.* is replaced in its entirety by the following:

**SECTION III.
DURATION OF LEGAL AGREEMENT**

The Legal Agreement herein shall be in full force and effect for TWO (2) years and SIX (6) months from the Effective Date as defined in Section II.A., above.

IN WITNESS WHEREOF, the Parties have set their hands by and through their duly authorized officers and representatives.

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

By: _____
JIM GRAY **Date** _____
Mayor
Lexington Fayette Urban County Government
Authorized Representative for Lexington Fayette Urban County Government

**COMMONWEALTH OF KENTUCKY
KENTUCKY AGRICULTURAL DEVELOPMENT BOARD**

By: _____
WARREN BEELER **Date** _____
Executive Director
Governor's Office of Agricultural Policy
Authorized Representative of the Kentucky Agricultural Development Board

APPROVED AS TO FORM AND LEGALITY:



Steve Doan
General Counsel
Governor's Office of Agricultural Policy

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Legal Agreement between the KADB and the Lexington Fayette Urban County Government was mailed via U.S. Mail, first class, postage pre-paid on this _____ day of _____, 2017, to:

Lexington Fayette Urban County Government
c/o Ashton Wright
Mayor's Office
200 E. Main Street
Lexington, KY 40502
Recipient

And the original shall be maintained on file at the Governor's Office of Agricultural Policy

By: _____
Steve Doan