R-46-2014

Blue Grass Community Foundation

Senior Food Advisor - Grant Agreement

(A sub-agreement of the Foundation for Healthy Kentucky and The Kentucky Agricultural Development Board Agreements with the Blue Grass Community Foundation)

<u>Grantee</u>: Lexington-Fayette Urban County Government (LFUCG) – Office of the Mayor

Grant Amount: \$80,000

Terms: Twelve months following the date of execution of this agreement

<u>Purpose</u>: To underwrite a Senior Food Policy Advisor position within Lexington Fayette Urban County Government.

<u>Grant Activities</u>: Project activities are the responsibility of the Grantee. The Grantee shall use grant funds to create a position in the office of the Mayor, LFUCG, to advocate for policies and programs that would lead to increased access to fresh, locally-grown and nutritious foods.

Funds are to be used only for the purposes stated above and as described in Attachments A, B & C. The Grantee is responsible for complying with all restrictions and requirements outlined in Attachments A, B & C.

<u>Evaluation</u>: The evaluation will be conducted by Lexington-Fayette Urban County Government (LFUCG) and the Advisory Committee formed to provide oversight, guidance and support to the Senior Advisor – Food Policy.

Any additional internal and/or external evaluation reports relating to this grant should be submitted to Blue Grass Community Foundation.

<u>Communications</u>: The Grantee is solely responsible for complying with all restrictions and requirements outlined in Attachments A, B & C as they relate to communications for this grant.

<u>Conditions</u>: The Grantee is solely responsible for complying with all restrictions and requirements outlined in Attachments A, B & C as they relate to conditions for this grant.

Reports and payments: The Grantee is solely responsible for complying with all restrictions and requirements outlined in Attachments A, B & C as they relate to reports and payments on this grant. The Grantee shall in a timely manner provide Blue Grass Community Foundation with all reports to be submitted to Foundation for Healthy Kentucky and The Kentucky Agricultural Development Board.

<u>Books and Records</u>: Grantee shall maintain an accurate record of the grant received and all expenses incurred under this grant, and retain such books and records for at least four years after completion of the use of this grant. Furthermore, at the request of

Blue Grass Community Foundation, Grantee shall permit reasonable access to its files, records and personnel by the Community Foundation (or its designated representatives) for the purpose of making financial audits, evaluations or verifications, program evaluations, or other verifications concerning this grant as the Community Foundation deems necessary.

Management of Grant Funds: Grantee may not assess an administrative or financial management fee of any kind, or charge expenses of any kind for the costs of administering and using funds disbursed to Grantee under the grant, unless agreed to in writing and in advance by Blue Grass Community Foundation.

<u>Unexpended Funds</u>: Blue Grass Community Foundation reserves the right, in its sole discretion, to discontinue funding if it is not satisfied with the progress of the grant or the content of any required written report. In the event of discontinuation or at the close of the grant, any unexpended funds shall immediately be returned to the Community Foundation, except where the Community Foundation has agreed in writing to an alternative use of the unused funds.

<u>No-cost extension</u>: If needed, Grantee should submit a request for a no-cost extension to the program officer before the end of the grant period. The request should contain the reason for the extension, any unexpended funds identified and how the funds will be used, and the length of time requested for the extension.

<u>Royalties</u>: Any materials produced by this grant and earnings thereon shall not provide royalties or otherwise inure to the personal benefit of individuals connected with this grant. Any funds realized by Grantee from product sales must be used exclusively for this project.

<u>No guarantee of future funding</u>: The Grantee acknowledges that the receipt of this grant does not imply a commitment on behalf of Blue Grass Community Foundation to continue funding beyond the terms listed in this grant agreement.

If you agree to the terms and conditions of this grant agreement, please sign and return this document to Blue Grass Community Foundation. Please keep a copy of the signed document for your grant files.

Grant payment, according to the terms above, will be released within 30 days of receiving this signed agreement and the project budget.

Name: _	JIMGRAY	
Title:	MAYUR	
Signed:	Ang	Date: 2/19/14

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Class Title: SENIOR ADVISOR - FOOD PROGRAM

Class Code: 011E

Reports To: Mayor or Designee

Grade: 212F.

Supervision Exercised: Program employees, volunteers and interns

EEO: 1

Occupational Category: Management series

Date Established: 07/18/12
Date Last Revised: 07/18/12

General Function: [Statement does not necessarily delineate all the concepts (scope and depth of assigned duties and responsibilities) of the position classification.]

Performs administrative and managerial tasks in planning, organizing and directing the operation of a major program area. Duties include developing, implementing and interpreting policy procedures, providing technical assistance and coordinating program activities and all functions related to programs and services for the healthy food initiative.

Essential Functions: (Any one position may not include all of the duties listed nor do the listed examples include all tasks which may be performed.)

Program/Project Management:

Evaluates program accomplishments; establishes program objectives; and formulates and implements policies and procedures.

Provides guidance for the planning and administration of activities and programs, including the development and supervision of activities designed to meet the goals of the healthy food initiative.

Identifies, assesses, coordinates, develops and support comprehensive services and support programs, and projects that foster independence and enhance the quality of life especially for senior citizens and persons with disabilities.

Plans for the maximum use and expansion of existing programs and the development of new programs and initiatives.

Communicates and coordinates with governmental entities, private businesses, volunteers and volunteer agencies to achieve the stated goals of the healthy food initiative.

Participates in planning and policy matters to insure intra-agency coordination.

Monitors program's compliance with federal, state and local regulations to insure continued funding for the programs.

Prepares and participates in the preparation of the program budget.

Supervision:

Plans, directs and supervises the work of subordinates and volunteers working on program initiatives.

Selects, supervises, schedules and evaluates program subordinates and volunteers.

Plans and conducts meetings with relevant administrative staff and subordinates as required or requested.

Public Contact:

Plans and directs a continuous public relations program.

Coordinates program area with inter and intra-agency activities, including private agencies/entities.

Develops and maintains relationships with local businesses, existing programs and their employees/volunteers, and governmental representatives.

Attends staff meetings, conferences and workshops and keeps abreast of new trends, programs, and opportunities relevant to programming.

Represents the division by serving on various community and professional committees.

Provides educational information and speaks before various groups on topics relating to program area.

Report Preparation:

Prepares financial and budgetary programs for program activities; assumes responsibility for the preparation of adequate records, reports and controls; and writes grant proposals and related reports.

Prepares written reports or provides oral updates to the Mayor, Urban County Council, and other various Departments/Division as requested.

Advisory Committee to LFUCG Senior Advisor – Food Policy

The purpose of the Advisory Committee is to provide oversight and guidance, assist with benchmarking and goal setting, and support the Senior Advisor – Food Policy, in the execution of this new position and focus area within the LFCUG. The Advisory Committee will be formed once the position is funded, and will be appointed by Mayor Jim Gray.

The Advisory Committee will be comprised of approximately seven people from the following list of proposed members and representative organizations:

- 1. Mac Stone Farmer, Elmwood Stock Farm (organic fruit, vegetables, poultry, eggs and meat); Founder, Lexington Farmers' Market
- 2. Anita Courtney Director, Tweens Coalition (focused on Better Bites and Corner Market Transformation)
- 3. Ben Abell Manager, UK South Farm/Sustainable Agriculture OR Delia Scott Horticultural Agent at Fayette County Cooperative Extension
- 4. Jeff Dabbelt Lexington Farmers' Market
- 5. Nancy Cox Associate Dean, UK College of Agriculture
- Ryan Koch Executive Director, Seedleaf; Farmer, Seedleaf Farms (urban farmer)
- 7. Becca Self Executive Director, FoodChain (aquaponic fish and vegetable farm)
- 8. Hospital System Representative
- 9. Fayette County School District Representative
- 10. Fayette County Medical Society Representative
- 11. Blue Grass Community Foundation Representative

increasing the availability of fresh, local food throughout the community, but especially in the underserved food deserts in the community. One result will be increased individual access to and familiarity with fresh local food, making it easier for individuals to make wise lifestyle choices and improve their health.

A related outcome will be an expanded market base for Fayette County agricultural producers. Increased economic health for local producers is a key component in boosting local capacity to provide needed fresh food. The pilot project also has the potential to stimulate a keener interest in the private sector to undertake similar activities.

Project Budget:

The project budget is attached. Total cost for Year One is \$200,000.

Source of Funds and any deadlines:

Sources for funds being sought are included on page 2 of the attached budget. Deadlines for Kentucky Agricultural Development Funds at both the local and state level are on a rolling basis. We have been approved for \$25,000 of funding from the Fayette County Agriculture Development Council and are responding to follow-up inquiries from the State Agriculture Development Board. The total of state and local Agricultural Development Funds cannot amount to more than 50 percent of the total cost of the proposed project.

Amount of Grant Requested:

\$60.000

Updated Attachments:

- A list of Blue Grass Community Foundation's FY 2013 Board of Directors, with affiliations
- LFUCG job description

Department. The program successfully advocated for policy change requiring healthy food alternatives at some public pools' concession stands. With steady assistance from a full-time, skilled person positioned within LFUCG, the scope of this policy change may be expanded to include a much wider group of recreation venues in and outside government, with broad positive health consequences. The Tweens Coalition is funded as part of a national initiative by an action research grant from the Centers for Disease Control.

Food Bus

The food bus, now in the early stages of planning, is an idea generated by a fledgling public-private partnership that includes LexTran (Lexington's transit authority), WLEX-TV, and private philanthropists. The food bus idea has attracted remarkable support and interest from community leaders excited about creating incentives for policy changes aimed at new ways of making fresh food accessible in the "food deserts" in our community. LexTran offers to retrofit, maintain and insure one of the buses it will soon be taking out of normal service for the purpose of using it as a rolling produce market to serve areas lacking access to fresh food. Blue Grass Community Foundation offers to fund fact-finding research in one or more cities that have launched successful food bus initiatives. With support from a dedicated local food policy leader within LFUCG, the policies, practices, and administrative requirements for sustaining and expanding the food bus approach can be efficiently and appropriately developed and managed for best positive impact on community health.

Food Cart

The Food Percolator, an informal community group working to improve access to fresh, local food, received a small grant to initiate a food cart/farmers market stand for fresh produce within the Government Center, which is the main LFUCG building. Members of the group worked with the LFUCG Mayor's Office and Lexington Farmers Market to develop the policies governing this new initiative and form an agreement for a pilot project that began in May, 2012. Assuming the success of the initial food cart, all entities involved aspire to expand this model of bringing fresh, local food into workplaces, both public and private. A local food leader within LFUCG can accelerate the spread of food carts by sharing workable policy and practice requirements and building productive relationships among workplace leaders and growers.

The goal/outcome sought by the activity:

We seek to improve the health of our community by increasing institutional policy commitments to buying and using fresh, local, healthy food, and

the Planning Department whose responsibility is to expand both on-street ("complete streets" that meet pedestrian and bike needs as well as accommodating automobile traffic) and off-street (bike and pedestrian trails, such as the new Legacy Trail) opportunities for increased physical activity; LFUCG's new clinic and emphasis on wellness activities for LFUCG employees, and the Food Cart, which provides fresh produce from the Lexington Farmer's Market one day a week in the lobby of the Government Center.

Description of the project/program/activity to be conducted:

As a pilot project with the potential to lead to a permanent institutional base, this initiative will secure funds from multiple sources to create a position in the Office of the Mayor with the responsibility to advocate for policies, provide education, convene potential collaborators, and support projects that lead to health benefits related to the availability of fresh, local food. The person in this position will serve as a networker, connector, coordinator, and facilitator, linking LFUCG, the University of Kentucky, UK Hospital and other area hospitals, Fayette County Public schools, local businesses, farmers and farmers' markets. Capitalizing on the local food movement momentum at various institutions will create the capacity to build the infrastructure to meet the goals of reaching food deserts and their underserved populations, including those in poverty, people of color, children and senior citizens, who on a daily basis experience less access to good food.

Work undertaken will include promotions and activities to boost access to and use of fresh, local, healthy food to improve personal, community and economic health. Here are a few likely examples of the kinds of work this person could undertake:

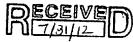
- Coordinate with the Fayette County Public Schools to provide students with increased access to and education about fresh, local, healthy food and its impact on health;
- Work with UK Hospital to provide healthier food alternatives for patients and those who work at and visit the hospital;
- Develop food distribution systems for current food deserts, including farmers' markets, CSAs, and support and incentives for existing corner groceries to carry and promote fresh produce.

Currently several projects are underway or planned, all of which will either benefit greatly from or absolutely require the support of such a person for long-term sustainability:

Better Bites

Better Bites is a pilot program initiated by the Lexington Tweens Nutrition and Fitness Coalition in collaboration with LFUCG's Parks

Attachment A



Grant Application to Foundation for a Healthy Kentucky
Submitted by the Blue Grass Community Foundation on behalf of
Lexington-Fayette Urban County Government as a sub-grantee.

Description of the Applicant and its Activities:

The Blue Grass Community Foundation is a community endowment and scholarship foundation serving central and eastern Kentucky. The Lexington Fayette Urban County Government (LFUCG) is an urban county government. The Blue Grass Community Foundation will be the initial fiscal agent and will enter into a cooperative agreement with LFUCG to create a position in the Office of the Mayor, primarily with external funding, dedicated to advancing policies and practices that improve access to and increase use of fresh, local food, and the related health benefits to the community.

Need to be addressed:

Lexington, Kentucky is situated in a predominantly agricultural area where local Institutions (government, schools, hospitals, and businesses) and individuals do not take full advantage of the fresh, local, healthy food available. And because of limited direct markets, limited marketing infrastructure, and limited know-how, farmers are reluctant to add new crops or to increase the size of the crops they presently grow.

This negative cycle directly impacts the health of the community, especially in those areas in our community that have been documented as "food deserts," where access to fresh produce and mainstream groceries is limited or not available. Especially in these places the easy choice is not a healthy one. The need is to intervene in this negative cycle and produce in its place a positive cycle where increased production is supported to meet increased demand, resulting in the consumption of more local, healthy food by residents in their own homes and when they are provided food or offered food for sale within institutions and businesses.

While many initiatives are now underway, being worked on, or contemplated, progress on all fronts will be greatly accelerated by having a full- time person focusing full attention on this set of interrelated projects and issues. This healthy food policy leader will understand the underlying health issues, the ways they can be addressed through work on health policies and through increasing demand for and access to healthy food, and the ways to support growers in providing that healthy food to those who will most benefit from it.

This initiative also complements other recent initiatives undertaken by LFUCG to improve the health of its own employees and of the general community. Examples include: Second Sunday, which emphasizes increased physical activity; the work of the Pedestrian/Bike coordinator in

VI. AFFIRMATION OF LEGAL STATUS

Grantee affirms that it is (a) a qualifying Code Section 501(c)3 organization as determined by the Internal Revenue Service and is not a private foundation or (b) is a governmental organization described in Section 170(c)(1). Grantee shall promptly notify the Foundation if this legal status changes or is jeopardized during the Grant Agreement period.

VII. FULL AGREEMENT

This Agreement constitutes the entire Agreement and understanding of the parties with respect to the transactions set forth and supersedes all prior agreements, arrangements and understandings. This Agreement may be amended or modified only in a writing signed by the parties hereto. If the above correctly sets forth a full understanding of the terms and conditions under which this grant is being made, please indicate by signing below and returning both copies of this agreement to the Foundation. The signatures affixed below by authorized legal representatives of both the grantee organization and the Foundation for a Healthy Kentucky shall signify full and complete agreement to the terms specified in this Grant Agreement.

Lisa Adkins Prosdat (EO	11-14-17
Printed Name/Title of Authorized Representative of the	Date
Blue Grays Community Foundation	
In Fully	11.14.12
Signature of Authorized Representative of the	Date
Blue Grass Community Foundation	
02924	11-20-12
Signature of Susah G. Zepeda, Ph.D.	Date
President/CEO	
Foundation for a Healthy Kentucky	

without the prior approval of the Foundation, provided that this shall not restrict the Grantee's right to distribute work product relating to the Grant program. Any Grantee use of the Foundation's logos and trademarks requires specific prior approval from Foundation staff. Copies of all external communications materials such as press releases, press kits, or flyers that reference the Foundation in relation to this grant should be sent to the Foundation.

- The Foundation reserves the right to share descriptions of this and other funded projects, and project reports filed with the Foundation, through print and electronic media, without additional approvals from Grantee. Guidelines for use of the Foundation's name and logo can be found in Attachment C.
- Included with this Grant Agreement are the final report guidelines a final report should be completed and returned to the Foundation office no later than one month after the finish date of the grant period, or November 30, 2013. A delinquent report may influence eligibility for future grants. Completed reports are to be mailed or emailed to:

Susan G. Zepeda, President/CEO Foundation for a Healthy Kentucky 9300 Shelbyville Road, Suite 1305 Louisville, KY 40222 502-326-2583 szepeda@healthy-ky.org

V. DESIGNATED CONTACT PERSON

The designated contact person on behalf of Blue Grass Community Foundation for all matters related to project activities, fund administration and this grant agreement is:

Brian Dineen, Director of Finance and Compliance Blue Grass Community Foundation 250 West Main Street, Suite 1220 Lexington KY 40507 859-225-3343 bdineen@bgcf.org

Grantee shall promptly notify the Foundation if this contact information changes during the Grant period.

The designated contact person on behalf of Foundation for a Healthy Kentucky for all matters related to project activities, fund administration and this grant agreement is:

Susan G. Zepeda, President/CEO Foundation for a Healthy Kentucky 9300 Shelbyville Road, Suite 1305 Louisville, KY 40222 502-326-2583 szepeda@healthy-ky.org

Blue Grass Community Foundation Attn: Lisa Adkins, President/CEO 250 West Main Street, Suite 1220 Lexington KY 40507 859-225-3343 ladkins@bgef.org

III. EXPENDITURE OF FUNDS:

- The grantee is responsible for the expenditure of funds and for maintaining adequate supporting records consistent with generally accepted accounting principles.
- No funds provided by the Foundation may be used for any of the following:
 - a. Direct patient care except as part of demonstration or replication project.
 - b. Capital campaign or capital construction costs.
 - c. Overhead expenses except in limited amounts for specified project.
 - d. Expenses related to registered legislative agents for the purpose of lobbying.
 - e. Religious organizations for religious purposes.
 - f. Political causes.
 - g. Retroactive expenses or deficit reduction or forgiveness.
 - h. Any use not consistent with applicable law.
- Expenses charged against this grant may not be incurred prior to the start date of the grant or subsequent to the finish date, and may be incurred only as necessary to carry out the purposes and activities of the approved project.
- The Foundation reserves the right to examine the progress of any grant funded. If in the
 judgment of the Foundation, a grant has not adequately achieved its originally stated goals and
 objectives, the Foundation reserves the right to terminate the grant and require that the recipient
 return any unexpended or inappropriately expended funds.
- The grantee shall return to the Foundation any funds unexpended at the end of the grant period or upon termination of this Agreement for cause. The grantee shall also return any funds not expended in compliance with this Agreement. Such funds shall be returned as a bank check made payable to the Foundation for a Healthy Kentucky within 30 days of grant termination or completion.

IV. PROGRAM MONITORING/REPORTS TO THE FOUNDATION:

- Foundation staff will contact the Project Director during the grant period to discuss progress a site visit may be scheduled at this time. In addition, Grantee is expected to comply with reasonable requests for information made by the Foundation and by persons or agencies acting on behalf of the Foundation to evaluate the Foundation's philanthropic initiatives.
- The Grantee will allow the Foundation to review the text of any proposed publicity by the Grantee concerning the Foundation-funded project or program and shall not release said text



GRANT AGREEMENT

DATE AUTHORIZED: September 18, 2012

GRANTEE: Blue Grass Community Foundation (Blue Grass)

TAX ID: 61-6053466

GRANT NUMBER: 2012MG004

AMOUNT: \$25,000

START DATE: November 1, 2012 FINISH DATE: October 31, 2013 GRANT PERIOD:

GRANT PROJECT NAME: Senior Food Advisor Position, Lexington Fayette County Urban

Government

GRANT PURPOSE: These funds provide required match to a grant from the Kentucky Agricultural Development Fund's award of \$25,000 to the Fayette County Council, to support a half-time Senior Food Policy Advisor position within Lexington Fayette County Urban Government. This is less than the requested match of \$50,000, approved by the Foundation for a Healthy Kentucky (Healthy Kentucky) Board of Directors, contingent on receipt by the Grantee of funds in that amount from the Kentucky Agricultural Development Fund. If the remainder of anticipated funds are awarded to Blue Grass within the Grant Period, this Agreement may be amended up to but not to exceed the full amount of \$50,000 approved by the Healthy Kentucky Board of Directors.

1. SCOPE OF WORK:

These funds are to be used to underwrite no more than one year of initial funding for a half-time Senior Food Policy Advisor position within Lexington Fayette County Urban Government. To the extent permitted by Lexington Fayette County hiring practices, a representative of Healthy Kentucky shall be invited to participate in the process of interviewing and selection of the staff member to fill this position. Funds awarded may also be used to offset travel, marketing and materials expenses of the Senior Food Policy Advisor in the conduct of their duties, consistent with Attachment A to this agreement. Funds are only to be used for the purpose stated above and as described in Attachment A. The project is subject to modification only with the Foundation's prior written approval including any changes to the implementation plan and project budget - Attachment B.

11. GRANT PAYMENT:

Upon return of two signed copies of this agreement, the Foundation will issue a check to the Blue Grass Community Foundation for \$25,000 the of the grant funds along with one copy of the fully-executed agreement. The signed agreement must be returned to the Foundation office within 60 days of the date authorized or the Agreement is null and void. Grant funds will be distributed in care of:

Senior Advisor - Food Program (Continued)

Miscellaneous:

May be assigned to perform duties of higher/lower level classifications in this or related class series and/or perform duties on a temporary or acting basis in accordance with Ordinances 21-15 and 21-16 and/or act as a lead worker.

Responsible for knowing and complying with all UCG and division safety rules and for attending safety meetings. Performs other related duties as required.

Physical Demands and Working Conditions:

Physical demands include lifting and moving supplies, writing reports, and effectively dealing with both public and private entities and individuals.

Must have the strength and agility to allow the employee to perform job duties which would be found at the level of light work (i.e. exerting up to 20 pounds of force) and including occasional heavy work (i.e. exerting 50-100 pounds of force) as defined in the PAQ.

Working conditions include regular exposure to continuous noises, contagious diseases, wet and humid surroundings, extreme hot or cold temperatures, and dust.

Class Requirements:

Education, Training and Experience:

Education:

Completion of a Bachelor's degree from an accredited college or university. Preferred areas of concentration are: dietetics, foods and nutrition, food service system management, health and fitness or related areas.

Training/Experience

Three (3) years of experience in marketing, governmental relations, nutrition science, or related field is required or an equivalent combination of experience and training which provides the required knowledge, skills and abilities.

Additional Licenses/Certifications/Registrations/Accreditations:

None required.

Knowledge, Skills and Abilities:

Considerable knowledge of:

- nutritional science;
- the professional principles and skills used in area of assignment;
- marketing processes and procedures, as well as standard practices;
- knows, or is willing to study in-depth the programs already in existence; and strategies to increase community involvement/participation in healthy food initiatives/nutrition.

*understanding or knowledge of field realities in improving food and nutrition choices with a diverse business base. Good knowledge of staff scheduling, program administration and office management.

Ability to:

- plan, organize, schedule and evaluate activities;
- establish and maintain effective working relationships with staff, other agencies, clients, community groups and general public;
- prepare and follow-up on grant proposals and other sources of funding for programs;
- seek opportunities to promote the program through new and existing avenues;
- create/cultivate opportunities to increase public awareness of the program;
- evaluate program results and make adjustments;
- implement and maintain program activities in specialized area of assignment; and
- make sound independent judgments.
- communicate effectively, both orally and in writing at all levels of an organization; This includes excellent facilitator skills and
 particular interest and experience with interfacing between community leaders and local government;
- take the lead on various projects which encompasses involvement of community businesses and resources as related to food
 education and healthy choice initiatives in the community.

Senior Advisor - Food Program (Continued)

Special Requirements:

May be required to possess a valid Kentucky driver's license.

Must be able to operate Urban County Government equipment and vehicles in a safe, prudent and responsible manner.

Individuals recommended for employment will be required to submit to a background check and submit to drug screening. In addition, the person should be of sobriety and integrity, orderly and law abiding.

All positions require drug testing before employment and will require a pre-employment physical as stated in Ordinances 21-14(b) and 23-16.

Pursuant to the Drug Free Workplace Act of 1988 and to sections 21-52, 22-34 and 23-50 of the Code of Ordinances, all employees must remain drug and alcohol free when reporting to work, while at work and while engaged in any work related activities.

The intent of this class description is to provide a representative summary of the types of duties and responsibilities that will be required of classifications given this title and shall not be construed as a declaration of the specific duties and responsibilities of any particular position. Employees may be required to perform job-related tasks other than those specifically presented in this job description.



2012 Project Application REQUEST FOR FUNDS

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Application Number: GOAP Use Only

		Appli	cant Information				
1. Legal Name of the entity to which the award should be made:				2. Authorized Representative (AR)			
BlueGrass Community Foundation					Lisa Adkins, President/CEO		
1b. Address where check will be mailed	250 West Main Street, Suite 1220			Name, Title 250 West Main Street, Suite 1220			
	Street Addr	ess		Address (Legal Agreement will be mailed here.)			
Lexington, Kentu	cky	KY	40507	ку	40507	859-225-3343	
City		State	ZIP Code	State	ZIP Code	Phone	
1c. Registered with the Secretary of State's Office (SOS)?	XD Yes	1e. Tax Identification # 61-6053466			dkins@bcfg.org		
1d. In Good Standing with SOS?	X□ Yes □ No	1f. Project County: Fayette		AR e-mail	address (e.g. <u>na</u>	me@abc.com)	
3. Project Contact (if differe	nt than AR i	n 2):					
Phone: ()	Cell:	Last Name	E-mail Address:	First		MI	
		Fu	nding Request				
This application is for requests to fund projects that fall outside standard county program guidelines. Requests for additional funds for an existing project should use the "Request for Amendment" Form.							
4 a. County Funds Req	uested:			4 - TOT/	8.1 . A	al Davalanment	
County: Fayette Amount: \$ 25,000 \$4b. State Funds Requested: \$25,000				4 c. TOTAL Agricultural Development Funds Requested: \$50,000			
List "County, Amount"	List "County, Amount" here, if multiple county requests:						
4d. Have you received KADF ☐ State \$ prior to this application? ☐ County \$, counties							

Disclaimer and Signature

By affixing a signature to this application, the applicant(s) certifies that he/she has read and understands the guidelines governing funds and agrees to all conditions set forth therein; and that all information contained in this application package is true to the best of the applicant's knowledge, information, and belief.

The applicant(s) also authorizes the Kentucky Agricultural Development Board and any of its representatives to make all necessary investigations of financial, credit, and other records through credit agencies and authorize the release of any and all information, which may be relevant to making a decision on this application.

The Kentucky Agricultural Development Board reserves the right to terminate any Legal Agreement with applicant, if at a future date it becomes aware of any material false or misrepresentation(s) contained in this application.

Signature of Authorized Representative (from box 2a.):		Date:		
Title:		Date.		
)	A		
See Basic Guidelines for important information to consider with	ien applying, and i	Appendix A for instructions on submitting y	our proposal	i.
using the same num	quesuons ma bering to iden	y be done on a separate sheet of tify each question being answere	paper,	
	1. General		· 0.	
1 1 Briefly describe your project /25		Questions	·	
1.1 Briefly describe your project (75 words With the potential to load to a pro-	or less):			
With the potential to lead to a perr from multiple sources to create a pert the Mayor, LFUCG, with the response	nanent insti position und	Itutional base, this pilot proje ler the Chief Development C	ct will se	ecure funds
the Mayor, LFUCG, with the respondential collaborators, and suppo	nsibility to a	advocate for policies, provide	nicer in	tine Office of
potential collaborators, and suppo	rt projects th	hat lead to increased market	s for loc	al farm
products while yielding the health	benefits reia	ated to the availability of fres	h, local	food.
1.2 Who are the primary participants in the	Project?			
[Participants are those groups or individ	luals involved	in the project.]		
		Lexington-Fayette Urban Count	0	
·	,	Zemigion-rayotte Oroan Count	y Govern	ment
1.3 Provide detailed information on the past a	nd procent tel			
and pact u	na breaeut fon	acco dependence of all participan	its in this p	project:
1.3.1 Did participant(s) receive a	☐ Yes	The second secon	☐ Yes	
	1	1.3.2 Did participant(s) receive a Buyout check?	1	
1.3.1 Did participant(s) receive a Phase II check? 1.3.3 Did participant(s) own	☐ Yes x☐ No ☐ Yes	1.3.2 Did participant(s) receive a Buyout check?	☐ Yes	
1.3.1 Dld participant(s) receive a Phase II check?	□ Yes x□ No	1.3.2 Did participant(s) receive a	☐ Yes x☐ No	
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1.3.1 Did participant(s) receive a Phase II check? 1.3.3 Did participant(s) own quota?	☐ Yes x☐ No ☐ Yes x☐ No	1.3.2 Did participant(s) receive a Buyout check? 1.3.4 Has participant(s) grown and marketed tobacco?	☐ Yes x☐ No ☐ Yes	
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1.5 If this is a multi-county regional or statewide project, then please list the counties that will benefit directly?

This multi-county project will seek primarily to expand the local food system in the populous Lexington area. However there are many institutions in the surrounding counties with similar interests, such as schools, colleges, and hospitals. Therefore, developing the grower base to meet this need will include not only Fayette and surrounding counties, but also further out to producers in rural Kentucky seeking additional markets to expand their production. This could be a benefit to the developing Kentucky Proud trail, a distribution route connecting a broader geographic reach.

2. Project Details

2.1 <u>Description of project</u> – Please give the details of the project. Tell about the project's history, present status, and future projections.

As a pilot project intended to lead to a permanent institutional base, this initiative, together with funds from multiple sources, will make it possible to create a position in Lexington in the Office of the Mayor/Chief Development Officer that will result in both increased markets for local farm products and increased community health benefits deriving from the availability of fresh, local food. The person in this position will be a local food leader will serve as a networker, connector, coordinator, and facilitator, linking LFUCG, the University of Kentucky, UK Hospital and other area hospitals, Fayette County Public schools, local businesses, residents, farmers and farmers' markets. Capitalizing on the local food movement momentum at various institutions will create the capacity to build the infrastructure to meet the goals of reaching food deserts and children with less access to good food. The person occupying this position will advocate for policies, provide education, convene potential collaborators, connect growers with significant potential new institutional customers, and support projects that improve local farm income and community health.

Work undertaken will include promotions and activities to boost access to and use of fresh, local, healthy food to improve personal, community and economic health. For example, this person could coordinate with the Fayette County Public Schools to provide students with increased access to and education about fresh, local, healthy food and its impact on health.

Currently several projects are underway or planned, all of which will either benefit greatly from or absolutely require the support of such a person.

Better Bites

Better Bites is a pilot program initiated by the Lexington Tweens Nutrition and Fitness Coalition in collaboration with LFUCG's Parks Department. (The Community Foundation is an active partner in the Coalition.) The program successfully advocated for policy change requiring healthy food alternatives at some public pools' concession stands. With steady assistance from a full-time, skilled person positioned within LFUCG, the scope of this policy change may be expanded to include a much wider group of recreation venues in and outside government, and to a more direct focus on locally grown healthy food, with broad positive health consequences. The Tweens Coalition is funded as part of a national initiative by an action research grant from the Centers for Disease Control.

Food Bus

The food bus, now in the early stages of planning, is an idea generated by a fledgling public-private partnership that includes varied non-profit partners, LexTran (Lexington's transit authority), WLEX-TV, the Community Foundation and local philanthropists. The food bus idea has attracted remarkable support and interest from community leaders excited about creating incentives for policy changes aimed at new ways of making fresh, locally grown food accessible in the "food deserts" in our community. LexTran offers to retrofit, maintain and insure one of the buses it will soon be taking out of normal service for the purpose of using it as a rolling local food produce market to serve areas lacking access to fresh food. The Community Foundation offers to fund fact-finding research in one or more cities that have launched

successful food bus initiatives. With support from a dedicated local food leader within LFUCG, the policies, practices, and administrative requirements for sustaining and expanding the food bus approach can be efficiently and appropriately developed and managed for best positive impact on both regional farm income and community health.

Food Cart

The Food Percolator, an informal community group (which includes representation from LFUCG and the Community Foundation) working to improve access to fresh, local food, received a small grant to initiate a food cart/farmers market stand selling fresh, local produce within the Government Center, which is the main LFUCG building. Members of the Percolator group worked with the LFUCG Mayor's Office and Lexington Farmers Market to develop the policies governing this new initiative and address administrative requirements so that a pilot project will begin in May. Assuming the success of the initial food cart, all entities involved aspire to expand this model of bringing fresh, local food into workplaces, both public and private. A local food leader within LFUCG can accelerate the spread of food carts by sharing workable policy and practice requirements and building productive relationships among workplace leaders and growers

2.2 <u>Products or services</u> – Please, give a detailed description of products or services related to this project. [What products or services will be offered? What is unique about the products or services? What will the products or services do for customers?]

While many initiatives are now underway, being worked on, or contemplated, progress on all fronts will be greatly accelerated by having a full-time local food leader who focuses full, steady attention on this set of interrelated projects and issues.

2.3 Describe how the Kentucky Agricultural Development Funds will be used. Note: Only project expenses incurred after receipt of the application by the Governor's Office of Agricultural Policy are eligible for funding.

Funds will be used as part of the cost of salary and benefits for the position to be created within the Office of the Mayor.

- 2.4 What criteria will be used to measure the success of your project? What measurable data will you use in defining progress/success?
 - Measures of success:
- Development of producer/buyer database
- Development of an Institutional Interest database
- Data form tracking grower education meetings
- Enhanced LFUCG inter-agency support team communication systems
- Evaluation and potential amendment of current LFUGC ordinances, contracts, and policy
- Message development, use of social media and new media, and related speakers' bureau to educate groups and agencies on how to support a local food system
- Hosting of events to educate and build relationships among partners

- Success with additional grant funding and private funds support
- Creation of opportunities for new "further processing" facilities to prepare raw product for intuitional use
- Recognition of entrepreneurs stepping up to fill gaps in marketplace
- Reaching underserved populations with local wholesome foods
- 2.5 Is this project expected to create jobs? If so, how many and what type of jobs do you expect this project to create? Will these jobs be full-time, part-time or seasonal? Explain.

The initial phase will add man hours to existing operations, which should lead to adding staff to these operations. With success, new businesses will begin and jobs will be added.

In the longer view, this project is designed to spur economic development in the region to meet the demand for local foods. There are numerous opportunities in aggregating product for efficiencies of scale, further processing to prepare raw products to meet foodservice specifications, and a veggie-butchery. Many growers would like to preserve product during the growing season for sale during the off-season to maintain customer loyalty and enhance annual sales.

2.6 Location - Where will the project be located, and why was this location chosen?

The project's primary location will be Fayette County, though, as noted, the project will be regional in nature in many aspects. Fayette County was chosen because of existing need, emergence of initial resources to address and meet those needs, and because of the willingness of LFUCG to provide an institutional base for the project.

2.7 <u>Management</u> – List the duties and responsibilities of every participant in this project. List their qualifications to perform their duties, including past experience and current occupation and attach résumé(s).

Blue Grass Community Foundation (BGCF) is the primary grantee and fiscal agent for the project. BGCF is a community endowment and scholarship foundation serving central and eastern Kentucky and has performed this function for many other projects and entities. The Blue Grass Community Foundation will be the initial fiscal agent and will enter into a cooperative agreement with LFUCG to create a position in the Office of the Mayor, primarily with external funding.

2.8 Record Keeping – What records will be kept and how will they be used in analyzing the success of your project? Who will do your record keeping/accounting?

The person who fills the position to be created in the Office of the Mayor will have primary responsibility for all record keeping, and will report to the Chief Development Officer. Those records will be used to gauge how well the outcomes listed in the measures success (above) are being accomplished.

2.9 <u>Insurance</u> – Does your current insurance cover the components of this project? If not, what type(s) of insurance will you need? Provide quotes where applicable.

All necessary insurance will be provided by LFUCG.

3. Marketing Plan

3.1 Strategy - What is your marketing strategy? How do you plan on achieving your marketing objectives?

This project has three markets, none of which is a market in the traditional sense. Although the end result of this project will be health-oriented policies, improved farm income and community health, the main marketing challenge is one of persuading three markets to try new ideas, products, and relationships. Market 1: Regional growers: Using personal contact, face-to-face meetings, events, and social media, we will aim to market new opportunities for adding to farm income by taking part in new producer-customer networks. Market 2: Institutional Buyers: Using personal relationship-building, events, email, print, and social media, we will aim to market the features, advantages, and benefits of locally grown, safe, healthy produce as a strong feature of overall institutional food purchasing. Market 3: Consumers, the public: Using media, events, print, and social media, we will aim to market to community consumers the reasons to support local producers by buying their locally grown products.

3.2 <u>Target Market</u> – What is your target market? To whom will you attempt to sell your product/service? Identify characteristics of your customers. Who are your major competitors?

No single product, set of products, or services will be sold.

3.3 Advertising - What types of advertising will you use? How will you tailor your advertising to your target market identified in the above section?

Earned media, social media, new media, and a related speakers' bureau to educate groups and agencies on how to support a local food system

3.4 Pricing - What is your product/service price? How did you arrive at your pricing structure?

This project is not selling a particular product but seeks to develop a process for producers to receive a fair price for their product and encourage increased production and processing.

2.5 <u>Distribution</u> – What is your distribution strategy?

Two types of distribution are major thrusts of this project. The first is distribution of information about how adopting policies and corporate commitment to support for local farmers and local food systems can have a positive, sustainable impact on the local economy and the health of residents. Second is the opportunity to contribute to the development of an efficient product distribution system by aggregating and processing the diverse local supply chain.

4. Financial Documentation

- 4.1 Project Budget Detail Complete the attached Project Budget Detail form. Provide any other pertinent information on additional sheets.
- 4.2 All Projects Provide a two-year projected cash flow statement.
- 4.3 Existing Businesses Submit previous year's balance sheet and income statement.
- 4.4 New Businesses Provide pro forma balance sheet and income statement, including pertinent assumptions.

5. Supporting Documents

- 5.1 Resumes Prov de résumés for all management team participants mentioned in section 2.7.
- 5.2 <u>Letters of Commitment</u> Provide a letter from each project participant who is directly involved in implementing and maintaining the project. This letter should explain what role this participant plays in this project.
- 5.3 Invoices / Cost Estimates / Quotes For equipment purchases, construction activities or remodeling, please provide copies of invoices, written estimates, or catalogue pages noting price of equipment.
- 5.4 Copies of leases, contracts or other legal documents (if applicable)
- 5.5 <u>Formal Business Plan</u> Requests for state funds require a formal business plan. If you have a formal business plan, please submit a copy. This application provides the <u>minimum</u> requirements for a business plan. *Note that the business plan is the most essential portion of this application.*

If you need assistance with developing your business plan, then contact your area Small Business Development Center (visit for contact information) or other service providers, such as the Kentucky Center for Agriculture and Rural Development.

The business model for this project is to capitalize on financial resources of various agencies looking for partners to improve the health of underserved populations, spur economic development in the region, and strengthen the farming sector by developing a sound local food system. Our goal is to seek grant funds to develop and deliver the message and foster efficient distribution of local foods. Other partners in this endeavor include but not limited to:

- USDA/KDA Specialty Crop Block Grant Program funds to encourage marketing programs that increase demand for fruits, vegetables, ornamentals.
- KY Proud Promotional Program funds to enhance the marketability of KY grown food products and advertise to targeted customers and the general public.
- Partnership for a Healthy KY funds to reach underserved populations with wholesome foods and support for healthier food choices.
- Non-profit Hospitals given their community benefit requirements as part of maintaining their non-profit status with the IRS, these hospitals often fund community projects to support the health of the citizens of a community.
- ADB County Councils each county has access to ADB funds to support projects and
 entrepreneurs that benefit their county. Counties are being encouraged to participate in regional
 projects County Farm Bureau Committee's Local FB committees may invest in opportunities that
 provide markets for their membership.
- Partners Project Match All projects will be matched with some level of staff support, funding, and outreach by participants.

Grant funds will be budgeted to support the terms and conditions associated with each grant. All accounting and reporting requirements will demonstrate the shared responsibility to achieve the goals set forth. Office space, related amenities, and administrative support will be in the LFUCG Office of the Mayor, with the Chief Development Officer as the main point of contact.

The commitment of Mayor Gray, and the resources to be provided by LFUGC demonstrate community interest and support for enhanced food policies as an economic development tool for the region. As the economic impact of the rollover effect of retaining these dollars in the local economy becomes evident, a permanent institutional base within LFUCG may be able to be established.

5.6 Additional Documentation - Depending on the size, scope and type of project, you may be asked to provide one or more of the following:

- a. business tax returns for the previous three years
- b. personal financial statements from each business owner and principal manager
- c. personal income tax returns from each business owner for up to the previous three years
- d. schedule relating to any lines of credit, promissory notes or outstanding loans with terms, payment schedule and collateral used for security
- e. letter of reference/commitment from bank or other lenders
- f. a sources and uses of funds statement
- g. information necessary to obtain a credit report
- h. appraisal of project related properties

- i. legal instruments that relate to business formation and organization
- j. explanation of any judgments, collections, liens or bankruptcies
- k. plans, drawings, photographs or sketches of project
- 1. bids or contracts for equipment and outside services
- m. letter of intent from potential customers or distributors
- n. current materials such as brochures, business cards, stationery and promotional pieces
- o. copies of any applicable licenses or permits
- p. producer commitment form (if required)
- q. any other information deemed necessary

Project Budget & Description Form

In the budget, include only items for which Kentucky Agricultural Development Funds will be used or items acting as match.

SECTION 1: PROJECT BUDGET

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Item	Description	Total Item	KADB Funds
		Amount	Requested
Example: Cooler	10'x20' double door walk-in	\$12,000	\$6,000
Director salary and benefits		100,000	50,000
410000000000000000000000000000000000000			
-			
			<u> </u>
	Budget Totals		

SECTION 2: MATCHING FUNDS

Item/Source of Match	Secured or Pending?	Match from Applicant (\$)
Example: Loan – Farm Credit Services (commitment letter attached)	Secured	\$6,000
Foundation for a Healthy Kentucky	Pending	40,000
LFUCG	Pending	10,000
	To	tal:

FY2013

BLUE GRASS COMMUNITY FOUNDATION BOARD OF DIRECTORS 2012

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Kay's assistant: Kris Marshall kmarshal@lexmark.com

Officers of the Board

Buckner Woodford IV, Chair Garland Barr, Past Chair Arthur Salomon, Vice Chair Madonna Turner, Secretary James Rouse, Treasurer/Finance Chair Joe Graviss, Grants Committee Chair John Milward, Donor Advancement Chair Fran Taylor, Community Impact Chair

Attachment B

salary and benefits 26,108 (1/2 of full salary and benefits, 10/1-12--3/31/13) Director salary and benefits, 1/1/13-1/31/13 100,000 Office space 15,000 admin 2,000 supplies 3,000 Travel

Interim Coordinator

Marketing & Materials

Events 20,000

> Total 181,108

5,000

10,000

Attachment C

Announcements and Promotional Activities Guidelines

Any public references to the Foundation must use the following language, which cannot be altered, edited, or expanded upon without the prior written approval of the Foundation.

If your project or event is *solely* funded by the Foundation, please use the following description:

"The (project/event) is funded by a grant from the Foundation for a Healthy Kentucky. The Foundation's mission is to address the unmet health care needs of Kentucky, by developing and influencing health policy, improving access to care, reducing health risks and disparities and promoting health equity."

If your project or event is partially funded by the Foundation, please use the following description:

"The (project/event) is funded in part by a grant from the Foundation for a Healthy Kentucky. The Foundation's mission is to address the unmet health care needs of Kentucky."

For the purpose of distributing flyers, posters, or other such announcements, the following sentence should appear in the materials if the project or event promoted is solely funded by the Foundation:

"Funded by a grant from the Foundation for a Healthy Kentucky."

If the project or event promoted is partially funded by the Foundation, use the following description:

"Funded in part by a grant from the Foundation for a Healthy Kentucky."

Copies of all external communications materials such as press releases, press kits, or flyers that reference the Foundation in relation to this grant should be sent to the Foundation.

If you plan to issue a press release or hold a press event, please contact the Foundation for assistance by notifying the Foundation Program Officer assigned to your grant.

Website and Electronic Publication

As more organizations make use of websites and electronic newsletters to disseminate news of their programs, the Foundation asks that organizations adhere to the following guidelines. This helps the Foundation to assure that the Foundation's mission and funding programs are described accurately and consistently.

- Use only the language provided in the above guidelines (or other similar language agreed to by the Foundation) when referencing the Foundation's programs or grants.
- Organizations with websites who want to provide information about the Foundation to their site's visitors are asked to link to the Foundation's website -www.healthyky.org.
- Organizations may not use the Foundation name and/or logo on their websites or any
 implication that such sites were created or sponsored by the Foundation without
 express permission.
- Organizations may not duplicate information (text, photos, etc.) from the Foundation's website for use on their own site, except that information which uniquely describes the organization.
- Organizations may not link the Foundation website to commercial websites that
 promote services or products unrelated to the work funded by the Foundation.



GOVERNOR'S OFFICE OF AGRICULTURAL POLICY

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

Roger Thomas
Executive Director

December 2, 2013

Ms. Lisa Adkins Blue Grass Community Foundation 499 E. High Street, Ste 112 Lexington, KY 40507

Re: Application A2012-0108 Execution Date 11/25/2013

Dear Ms. Adkins:

A check in the amount of \$10,000.00 has recently been requested from the Kentucky State Treasury and should be to you in the next few days. If you do not receive the above amount within the next seven (7) business days please contact us.

Enclosed you will find a copy of your amendment to the original Legal Agreement for this project. Please keep this copy for your records and reference this document when needed.

Please recall that during the course of this project, the Blue Grass Community Foundation is required to submit progress reports due every six months, and at the end of the project to the Compliance Department. We appreciate your efforts in reporting this information.

Thank you for your work on this project. Please do not hesitate to contact me at 502-564-4627 if you have any questions.

Sincerely

Debbie Hollis

Administrative Assistant

Enclosure

Attachment B



A2012-0108

GOVERNOR'S OFFICE OF AGRICULTURE AMENDMENT TO THE LEGAL AGREEMENT BETWEEN THE KENTUCKY AGRICULTURAL DEVELOPMENT BOARD AND

THE BLUE GRASS COMMUNITY FOUNDATION FOR A PROJECT A2012-0108

BACKGROUND RECITALS

- 1. On or about May 9, 2013, the Kentucky Agricultural Development Board ("Board") and the Blue Grass Community Foundation ("Recipient"), hereinafter referred to together as "the Parties," entered into a Agreement whereby the Board agreed to provide up to \$25,000 in Fayette County funds in the form of a grant to allow the Recipient to create a position in the office of the Mayor, Lexington-Fayette Urban County Government to advocate for policies and programs that would lead to increased markets for local farm products.
- 2. At its October 29, 2013 board meeting, the Board approved this amendment to the agreement to grant an additional TEN THOUSAND DOLLARS (\$10,000) in County funds (\$5,000 each from Madison and Scott Counties) to the Recipient.
- 3. Now, the Parties seek to amend their Agreement to provide the additional funds.

Accordingly, the Parties agree as follows:

- I. The Agreement between the Parties (A2012-0108) is incorporated by reference herein and the Parties hereby ratify and re-affirm its provisions as if set forth hereto.
- II. Section I.A. of the Agreement is replaced in its entirety by the following:

The Board, subject to the terms, conditions and restrictions set forth herein, agrees to provide up to the sum of THIRTY-FIVE THOUSAND DOLLARS (\$35,000) in County funds (Fayette County - \$25,000; Madison County - \$5,000; and Scott County - \$5,000) in the form of a grant to the Recipient to create a position in the Office of the Mayor, Lexington-Fayette Urban County Government (the "LFUCG") to advocate for policies and programs that would lead to increased markets for local farm products.

III. Section II.B. of the Agreement is amended to add the following additional paragraph:

The Board, through its duly appointed representatives, shall make an additional TEN THOUSAND DOLLARS (\$10,000) of County funds (\$5,000 from Madison County and \$5,000 from Scott County), as outlined in the amended budget (attached to this Amendment as Exhibit A), available to the Recipient on the Effective Date in the form of a grant.



IV. All other provisions of the original Agreement shall remain the same.

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

BLUE GRASS COMMUNITY FOUNDATION

By:

LISA ADKINS

President/CEO

Blue Grass Community Foundation

Authorized Representative of Blue Grass Community Foundation

COMMONWEALTH OF KENTUCKY
KENTUCKY AGRICULTURAL DEVELOPMENT BOARD

By:

ROGER THOMAS
Executive Director

Governor's Office of Agricultural Policy

Authorized Representative of Kentucky Agricultural Development Board

APPROVED AS TO FORM AND LEGALITY:

Brian Murphy

General Counsel

Governor's Office of Agricultural Policy

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Amendment to the Agreement between the Kentucky Agricultural Development Board and the Blue Grass Community Foundation was mailed via U.S. Mail, first class, postage pre-paid on this day of Illewise, 2013 to:

Blue Grass Community Foundation c/o Lisa Adkins 499 E. High Street, Ste. 112 Lexington, KY 40507 Recipient Kickimivel)

MW 22 203

GOVERNOR'S OFFICE OF AGRICULTURE POLICY

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

Brian Murphy General Counsel

Exhibit A

Blue Grass Community Foundation A2012-0108 Revised Budget for October 29, 2013 KADB Meeting

Funding	LFUCG	Found. Healthy Ky.	<u>KADF</u>	Mt. Brilliant	<u>Total</u>
Director	47,215			5,000	52,215
Office space admin supplies	15,000 2,000 3,000				15,000 2,000 3.000
Travel		15,000			15,000
Mkting.			10,000	5,000	15,000
Events		20,000	25,000		45,000
<u>Total</u>	67,215	35,000	35,000	10,000	147,215



GOVERNOR'S OFFICE OF AGRICULTURAL POLICY

Steven L. Beshear Governor 404 Ann Street
Frankfort, Kenfucky 40601
Phone (502) 564-4627
Fax (502) 564-8990
agpolicy.ky.gov
www.kentucky.gov

Roger Thomas Executive Director

May 13, 2013

Ms. Lisa Adkins Blue Grass Community Foundation 250 West Main Street, Suite 1220 Lexington, KY 40507

Re: Application A2012-0108
Execution Date 05/09/2013

Dear Ms. Adkins:

A check in the amount of \$25,000.00 has recently been requested from the Kentucky State Trensury and should be to you in the next few days. If you do not receive the above amount within the next seven (7) business days please contact us.

Enclosed you will find a copy of your executed Legal Agreement for this project. Please keep this copy for your records and reference this document when needed.

Please recall that during the course of this project, the **Blue Grass Community Foundation** is required to submit progress reports due every six months, and at the end of the project to the Compliance Department. We appreciate your efforts in reporting this information.

Thank you for your work on this project. Please do not hesitate to contact me at 502-564-4627 if you have any questions.

Sincerely

Debbie Hollis

Administrative Assistant

Enclosure

Attachment C



MAY -8 2013

A2012-0108

GOVERNOR'S OFFICE OF AGRICULTURE POLICY

THE KENTUCKY AGRICULTURAL DEVELOPMENT BOARD AND

BLUE GRASS COMMUNITY FOUNDATION FOR PROJECT A2012-0108

BACKGROUND RECITALS

- 1. The Kentucky Agricultural Development Board (the "Board") was created by the General Assembly pursuant to KRS 248.707 and charged with the responsibility of administering funds from the "Rural Development Fund," established in KRS 248.655 to provide economic assistance to the agricultural community of the Commonwealth.
- 2. The Board, pursuant to its statutory mandate of receiving requests via Applications for funding and subsequently authorizing the distribution of said funds pursuant to KRS 248.709(2), desires to enter into an Agreement with the Blue Grass Community Foundation (the "Recipient") in furtherance of said goals and objectives.
- 3. The Recipient established an Agricultural Advisory Committee (the "Committee"). The members of that Committee are identified in Exhibit B. The Committee submitted to the Board detailed, measurable benchmarks and goals (Exhibit C) for the Food Policy Coordinator to meet.
- 4. The Recipient has submitted an Application (A2012-0108) which after full review and consideration during the August 24, 2012 Board meeting, the Board has approved said Application and now the Board and the Recipient (the "Parties") seek to enter into an Agreement to set forth the rights and obligations of the Parties.

Accordingly, the Parties agree to the following:

SECTION I. FUNDING

A. Amount of Funding

The Board, subject to the terms, conditions and restrictions set forth herein, agrees to provide up to the sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000) in Fayette County funds in the form of a grant to the Recipient to create a position in the Office of the Mayor, Lexington-Fayette Urban County Government (the "LFUCG") to advocate for policies and programs that would lead to increased markets for local farm products.

B. Use of State Funds

The Recipient agrees to abide by any general restrictions as set forth by the Commonwealth of Kentucky for the use of state funds.

C. Voidable Agreement

Notwithstanding any other provision in this Agreement, this Agreement shall be voidable

Original

Do not report from file

upon the notification by the Board of its inability to fund any project for any reason. The Recipient recognizes and agrees that the Board shall not be liable for any funding commitment or any portion thereof when the Board is unable to fund said commitment for any reason.

SECTION II. TERMS AND CONDITIONS

A. Effective Date of Agreement

The "Effective Date" of this Agreement shall be the date of execution by the Executive Director of the Governor's Office of Agricultural Policy (the "GOAP").

B. Availability of Funds

The Board through its duly appointed representatives shall make the TWENTY-FIVE THOUSAND DOLLARS (\$25,000) of Fayette County funds, as outlined in the budget (Exhibit A), available to the Recipient on the Effective Date in the form of a grant.

C. Utilization of Funds

- 1. Purpose -- The Recipient shall utilize the Kentucky Agricultural Development Funds exclusively to create a position in the office of the Mayor, LFUCG, to advocate for policies and programs that would lead to increased markets for local farm products.
- 2. Approved Budget; Changes Thereto –Any use of funds that is a deviation from the approved budget (Exhibit A) shall be submitted in writing and approved in advance by the Board.

D. Expiration of Funds

If any portion of the funds given by the Board to the Recipient under Section II.B. have not been committed or encumbered TWELVE (12) months after the Effective Date of this Agreement, then the Recipient shall return the uncommitted or unencumbered funds to the Board or its duly authorized representative within thirty (30) days after the anniversary of the Effective Date.

E. Acknowledgement of Funding Source

All grants are intended to further the mission of the Kentucky Agricultural Development Fund (the "KADF") of diversifying and modernizing Kentucky's farm economy. Therefore the Recipient is required to acknowledge in any awards, publications, brochures, websites, articles, advertising, correspondence, or promotional projects and activities that a portion of the funding for this project was provided by the Kentucky Agricultural Development Fund. Furthermore, the Recipient shall utilize where possible, the KADF logo which is available for download at http://agpolicy.ky.gov/kadf_logo.shtml. Copies of publications, brochures, etc. shall be submitted in conjunction with the Recipient's Six-Month Report and One Year Report as required by Section VI, below.

F. GOAP Right to Inspect

The Governor's Office of Agricultural Policy reserves the right to inspect and/or audit any

and all records and documents and visit the site related to the Kentucky Agricultural Development Board's or the Kentucky Agricultural Finance Corporation's funding associated with the project.

SECTION III. DURATION OF AGREEMENT

The Agreement herein shall be in full force and effect for ONE (1) year from the Effective Date of this Agreement as defined in Section II., Sub-Section A., above.

SECTION IV. MODIFICATION

A. Procedure for Amendment

- 1. If, during the life of the Agreement, the Recipient wishes to modify or amend the Agreement, the Recipient shall make a formal written request to the GOAP with specific suggested changes or additions to the Agreement.
- 2. The GOAP shall submit the request to the Board for its consideration.

B. Incorporation of Amendment

If the Board approves said modification or amendment, it shall be incorporated as an Amendment to the original Agreement.

SECTION V. REQUIRED RECORDKEEPING

A. Maintenance of Business Records

The Recipient shall maintain all business records and supporting documentation for a period of at least SEVEN (7) years from the date of the initial payment of funds to the Recipient.

B. Business Records Defined

For purposes of this Agreement business records include, but are not limited to, those documents typically required in the normal course and scope of a traditional business operation, as well as any documents required by the Board or its authorized representatives.

C. Format of Business Records

Business records may be maintained in either paper or generally recognized electronic format.

D. Substantiation of Expenditures

The business documents maintained by the Recipient shall substantiate expenditures made with funds received pursuant to this Agreement.

E. Right to Inspect/Copy Business Records

Upon request by the Board, the Recipient shall permit the Board or its authorized representative(s) the right to inspect and/or copy any business records maintained by the

Recipient, including, but not limited to, books, documents, papers, records, computer programs or any other evidence reflecting the project funded by the Board and memorialized by the Agreement herein.

F. Subject to Open Records Law

Said business records shall be subject to public disclosure pursuant to Kentucky's Open Records Law unless exempted from disclosure by KRS 61.878 or other applicable law.

SECTION VI. REPORTS REQUIRED FROM RECIPIENT

A. Grant Funds Expenditures Reports

The Recipient shall submit two reports to the Board. The Recipient may submit the reports electronically. To do this, the Recipient can refer to the Governor's Office of Agricultural Policy's website: http://agpolicy.ky.gov/funds/project_reporting.shtml. The Recipient shall c-mail the reports to: GovKYAGPolicy@ky.gov.

1. Six Month Report

The Recipient shall submit a report SIX (6) months after the Effective Date of this Agreement. The Recipient shall include in the report:

- a. a report documenting the progress toward each benchmark and goal established by the Committee, and
- b. an accounting and receipts for the use of all funds, including matching funds, along with any other information requested by the Board or its authorized representative.

2. One Year Report

The Recipient shall submit a report ONE (1) year after the Effective Date of this Agreement. The Recipient shall include in the report the same types of information included in the Six Month Report but for the activity that occurred after the first report was made.

B. Compliance Requirement

Failure to comply with the reporting requirements set forth in this Section may result in the denial of requests for funding in the future by the Recipient or its subsidiaries.

SECTION VII. ASSIGNMENT

This Agreement shall not be assigned to any other entity. Any attempted assignment of this Agreement by the Recipient shall be void.

SECTION VIII, SUB-CONTRACTS

A. Board Approval Required

1. If the Recipient wishes to enter into a sub-contract for work to be done that would normally be part of the duties and responsibilities of the Recipient, the Recipient shall not do so until it makes a request to and receives permission from the Board.

- 2. At the time of the request for approval, the Recipient shall provide the necessary documentation (in paper or electronic form) to aid the Board, including, but not limited to, details regarding the scope of the sub-contract and cost estimates.
- 3. Furthermore, failure to comply with the provisions of this paragraph may result in the Recipient being found in default, and the Board may terminate this Agreement pursuant to Section XV, below.

B. Terms of Agreement

The sub-contract shall be in writing and require that the subcontractor be subject to all provisions of this Loan Agreement and shall be incorporated by reference into this Loan Agreement herein.

SECTION IX. AUDIT OF RECORDS

The Recipient (or contractor), as defined in KRS 45A.030(9), agrees that the Governor's Office of Agricultural Policy, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid (application) process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes than any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

In the event of a dispute between the contractor and the GOAP, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Finance and Administration Cabinet shall review the dispute and issue a determination, in accordance with Secretary's Order No. 11-004.

SECTION X. COMPLIANCE WITH STATE AND FEDERAL LAWS

A. Recipient's Compliance

The Recipient submits that, to the best of its knowledge, it complies with all state and federal laws and regulations.

B. Conflict of Laws

This Agreement and all sub-contracts are governed by KRS Chapter 248. If any material portion of this Agreement conflicts with said laws or regulations, such portion shall be void with the remainder of this Agreement to continue in full force and effect.

C. Tax Consequences

The Recipient shall be responsible for all tax consequences, if any, that may result from the receipt of said money from the Board.

SECTION XI. CONFLICTS OF INTEREST

The Recipient agrees to avoid entering into business relationships that create a conflict of interest, either real or perceived. If Recipient can provide sufficient evidence that a conflict of interest can be overcome, the justification for approval, as well as additional oversight measures should be documented by legal counsel and submitted to the Board for approval as an Addendum to the Agreement herein.

SECTION XII. RELATED PARTY TRANSACTIONS

The Recipient shall seek prior approval from the Kentucky Agricultural Development Board for all business transactions or agreements with related parties. For purposes of this Agreement related parties are defined as relatives of the Recipient's management, or arrangements with businesses or other entities in which an officer or employee of the Recipient holds a significant financial interest.

SECTION XIII. VENUE AND CHOICE OF LAW

A. Venue

Both parties agree that venue for any action regarding the terms and conditions of this Agreement shall be in the Franklin Circuit Court or the United States District Court, Eastern District of Kentucky, Frankfort Division. Both parties agree that this is a material term of the Agreement and consent to said venue.

B. Choice of Law

Both parties further agree that all questions as to the execution, validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of the Commonwealth of Kentucky. Recipient agrees to place the substance of this paragraph into all sub-Agreements with other entities.

SECTION XIV. WAIVER OF LIABILITY

In accepting the grant funds offered and approved by the Board, the Recipient, its agents, employees, representatives, successors, and assigns, absolutely and unconditionally release and forever discharge the Commonwealth, including the members of the Board, Chief Executive Officer of the Board and all staff members of the Governor's Office of Agricultural Policy, both in their official and individual capacities, from any and all actions, claims, demands, damages, executions, judgments, liabilities, expenses, costs, attorneys fees, and suits, arising out of, in connection with, or in any manner related to the Application, this Agreement and the grant funds

disbursed to the Recipient hereunder, whether past, present or future, known or unknown, foreseen or unforeseen, existent or nonexistent, disclosed or undisclosed.

SECTION XV. TERMINATION

The Board shall have the right to terminate this Agreement upon thirty (30) days written notice via certified mail, return receipt requested, to the Recipient. Specifically, the Board may terminate this Agreement because the Recipient is failing to perform its contractual duties, or for the convenience of the Commonwealth if the Board has determined that such action is in the best interest of the Commonwealth. This provision allows the Board to react to budgetary constraints, performance concerns, and other events.

A. Termination by Default

- 1. Default Defined Events defining default shall include, but are not limited to:
 - a. Recipient's failure to perform the Agreement according to its terms, conditions and specifications;
 - Recipient's failure to diligently advance the work of the project in accordance with the terms of the Agreement and project application as evidenced by GOAP staff inspection;
 - c. The filing of a bankruptcy petition by or against the Recipient; or
 - d. Actions that endanger the health, safety or welfare of the Commonwealth or its citizens.
- 2. Curing of Deficiencies If the Board determines that the identified default can be cured, the notice of termination shall include the specifics required to cure the deficiency and the date by which it shall be accomplished. Failure to cure the deficiencies within the time specified shall result in the Board proceeding with termination pursuant to this Section.

B. Termination for Convenience of the Commonwealth

The Board may terminate this Agreement for convenience if it determines that termination is in the Commonwealth's best interest.

C. Action Following Notice of Termination

The Recipient has thirty (30) days from receipt of the Board's notice of termination to:

- 1. Provide the Board with a full accounting of all funds received by the Recipient in association with Project A2012-0108 and the Agreement herein; and
- 2. Return any unused funds to the Board or the Board's designee; and
- 3. If the Recipient desires to negotiate a settlement, a written request must be received in the GOAP offices within the thirty (30) day timeframe. A meeting will be scheduled and the settlement offer communicated to the Board for review.

D. Board Not Liable for Damages

The Board shall not be responsible for any costs, damages, or expenditures to entities that receive funds from the Recipient because of termination of this Agreement with the Recipient.

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

BLUE GRASS COMMUNITY FOUNDATION

BY:

LISA ADKINS

Date

5.6.13

President/CEO

Blue Grass Community Foundation

Authorized Representative of the Blue Grass Community Foundation

COMMONWEALTH OF KENTUCKY KENTUCKY AGRICULTURAL DEVELOPMENT BOARD

By:

ROGER THOMAS

Executive Director

Governor's Office of Agricultural Policy Authorized Representative of KADB

APPROVED AS TO FORM AND LEGALITY:

Brian Murphy General Counsel

Governor's Office of Agricultural Policy

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Agreement between the Kentucky Agricultural Development Board and the Blue Grass Community Foundation was mailed via U.S. Mail, first class, postage pre-paid on this 14th day of 2013 to:

Blue Grass Community Foundation c/o Lisa Adkins 250 West Main Street, Suite 1220 Lexington, KY 40507 Recipient

Brian Murphy
Brian Murphy

General Counsel

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

RECEIVED

MAY -8 2013

GOVERNOR'S OFFICE OF AGRICULTURE POLICY

Exhibit A

	Funding Sources Dategorles (down			oundation for (entucky		Ag Development - Funds, County	
	Director salary and ben 1/2 of full salary a		52,216 04,430)				52,215
	Office spaca admin supplies		15,000 2,000 3,000				15,000 2,000 3,000
in the second se	ravel				16,000		15,000
, Ň	arketing & Mater	ials	in the second se		15,000		16,000
E	vents				20,000	25,000	45,000
1951.	Totals		72,215	grandi Tananan	60,000	25,000	147, 215

The state of the s

3. Sa

Director	
salary and benefits	52,215
Office	
space	15,00à
admin	2,000
supplies	3,000
Travel	15,000
Events	45,000
Marketing & Materials	15,000
Total	147.215

Exhibit B

Director salary and benefits	52,215
Office	,
space	15,000
admin	2,000
eupplies	3,000
Travel	15,000
Events	45,000
Marketing & Materials	15,000
	_

147,215

Total

Local Food Coordinator Advisory Committee

Name	Representing					
Dr. Sandra Bastin	University of Kentucky , Chair of the Department of Dietetics and Nutrition					
Marty Flynn	Child Nutrition Coordinator for Fayette County Public Schools					
James Coles	Community Ventures Corporation					
Shane Norris	Locust Trace AgriScience Farm High School		-	1.		
Jili Mahan	Mahan Farms					
Oulta Michel	Holly Hill Inn, Wallace Station and Windy Corner				· . · ·	
Ryan Koch	Seedleaf		 			
Mac Stone	Kentucky State University		 	1		
Anita Courtney	Tweens Coalition					
Ben Abell	University of Kentucky Sustalnability	•				
Nancy Cox	UK College of Agriculture		 	1 -		

Kevin Atkins Chief Development Officer LFUCG Center 200 E. Main St. Lexington, KY 40507 O: 258-3110 E-mail: katkins@lexingtonky.gov	Mayor's Office of Economic Development			Steve Kay	Carrie Johnson	Todd Clark		Jeff Dabbelt	Rebecca Self		Nick Carter	Name
Ку. дох		3	Council	Urban	Fayette Co.	Marksbury Farm Market	Farmers Market	Lexington	Foodchain	Extension	Fayette	Representing
Derek J. Paulsen, Ph.D. Commissioner 101 East Vine St., 4th floor Lexington, KY 40507 O: 258-3018 E-Mail: dpaulsen@lexingtonky.gcv	Department of Planning, Preservation and Development				Co. ureau	larket		on	ain	on .		enting
Jamie Emmons Chief of Staff LFUCG Center 200 E. Main St. Lexington. KY 40507 O: 258-3118 E-mait jemmons@lexingtonkx.gox	Mayor's Office											
Billy Van Pett Director Purchase of Development Rights 101 East Vine St., 5th floor Lexington, KY 40507 C: 425-2227 E-mail: byanpelt@lexingtonky.gov	Department of Planning, Preservation and Development											

Exhibit C

GOALS AND OBJECTIVES

Over-arching goal: Develop a road map for food-related economic and agricultural development and improvement of nutritional health in the region.

- A. Support the development of regional distribution and processing infrastructure.
 - 1. Encourage and support local food producers in marketing their products in a coordinated manner in order to move a large volume of product at a profitable price.
 - 2. Work to aggregate product as it becomes available and communicate back unmet demand to guide future growth.
 - 3. Work with wholesale buyers.
 - 4. Develop channels for increasing the sales of surplus and seconds.
- B. Increase coordination and collaboration.
 - 1. Develop food policies-local and state
 - 2. Market the features, advantages, and benefits of locally grown, safe, healthy produce as a strong feature of overall institutional food purchasing.
 - 3. Market new opportunities for adding to farm income by taking part in new producercustomer networks.
 - 4. Facilitating grower meetings, coordinating with farmers market managers, and networking with meat processing facilities.
 - 5. Support food and farm related entrepreneurs.
 - 6. Develop a road map for marketing and coordinating farmers' markets throughout Lexington and the region.
 - 7. Coordinate with existing restaurant promotion program, working closely with regional restaurateurs who have experience buying directly from farmers and promoting their products on the restaurants' menus.

- C. Support delivery systems and related consumer education, with emphasis on underserved populations.
 - 1. Facilitate the delivery of local food to underserved populations.
 - 2. Encourage education about local foods and farming throughout the educational sector.
 - 3. Market to community consumers the reasons to support local producers by buying their locally grown products.
 - 4. Increase the availability and purchase of wholesome foods to underserved populations, ranging from identified food deserts to school systems, emphasizing convenience for the consumer,