

CONTRACT DATA SHEETPSC Type (check one): X New AddendumSole Source: X Yes No**Contractor Information**

1. Legal Name of Contractor: Beth Nolte
2. Address: 939 Lydia Street
3. City, State, & Zip: Louisville, KY 40217
4. Contractor Contact Person: Beth Nolte
5. Phone: 502-634-2868 Email: bethanolte@yahoo.com
6. Revenue Commission Taxpayer ID#: 166612
7. Federal Tax ID # (SSN if sole proprietor): [REDACTED]

Department Information

8. Requesting Department: Louisville Forward
9. Contact Person Name & Telephone: Theresa Zawacki, 574-2657

Contract Information

10. Not to exceed amount: \$27,500 for salary only
11. Are expenses reimbursed? yes
12. If yes list allowable expenses and maximum amount reimbursable: \$4,000, printing and volunteer support materials
13. Beginning and ending date of the contract: 2/15/2015-2/15/2016
14. Funding Source USDA Farmers Market Promotion Program Grant Federal Funds yes no
15. Scope & Purpose of the contract:
Part-time, grant funded coordinator of Louisville's Farmers Market Promotion Program Grant. See attached grant narrative.

Authorizations

Department Director: E. Jeffrey Mosley Date: 2/3/15

Purchasing Director: Wanda Selce Date: 2/4/15

County Attorney: _____ Date: _____

The County Attorney has written the attached Professional Service Contract or Sole Source Contract and has approved that document as to the legality of the instrument itself only and as to its form.

For Purchasing Use Only

Contractor is registered and in good standing with the Revenue Commission _____

Human Relations Commission requirements have been met _____

Insurance requirements have been satisfied _____

If federally funded, Federal Debarment standing has been verified _____

Attach all justification documentation to this form, along with signed Written Findings Form.

WRITTEN FINDINGS**EXPLAINING NECESSITY FOR USING NONCOMPETITIVE NEGOTIATION FOR PSC**

This document constitutes written request and findings, as required by KRS 45A.380 stating the need to purchase through noncompetitive negotiation. By the signatures listed below, the Requesting Department has determined, and the Chief Financial Officer concurs, that competition is not feasible because:

_____ A. An emergency exists which will cause public harm as a result of the delay in competitive procedures. **** Mayors Approval required for emergency purchases exceeding \$10,000.**

_____ B. There is a single source within a reasonable geographic area of the supply or service to be procured or leased (attach sole source determination from the Purchasing Department).

X _____ C. The contract is for the services typically provided by a licensed professional, such as an attorney, architect, engineer, physician, certified public accountant, registered nurse, or educational specialist; a technician such as a plumber, electrician, carpenter, or mechanic; an artist such as a sculptor, aesthetic painter, or musician; or a non-licensed professional such as a consultant, public relations consultant, advertising consultant, developer, employment department, construction manager, investment advisor, or marketing expert and the like.

_____ D. The contract is for the purchase of perishable items purchased on a weekly basis, such as fresh fruits, vegetables, fish, or meat.

_____ E. The contract is for replacement parts where the need cannot reasonably be anticipated and stockpiling is not feasible.

_____ F. The contract is for proprietary items for resale.

_____ G. The contract or purchase is for expenditures made on authorized trips outside the boundaries of the city.

_____ H. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids.

_____ I. The contract is for group life insurance, group health and accident insurance, group professional liability insurance, worker's compensation insurance, or unemployment liability insurance.

_____ J. The contract is for a sale of supplies at reduced prices that will afford a purchase at savings to the Metro Government.

_____ K. The contract was solicited by competitive sealed bidding and no bids were received from a responsive and responsible bidder.

_____ L. Where, after competitive sealed bidding, it is determined in writing that there is only one (1) responsive and responsible bidder.

E. Jeffrey Mosley 2/3/15
Requesting Department Director Date

Marian Sula 2/4/15
OMB/Purchasing Approval Date

**Mayor Date

**Signature is required only for Written Finding A

Neathery, Tracey L

From: Zawacki, Theresa M
Sent: Tuesday, February 03, 2015 5:20 PM
To: Pridemore, Teresa; Neathery, Tracey L; Yates, Matt T
Subject: Farmers Market Promotion Program Grant position
Attachments: Job posting.docx; SKMBT_C36415020316530.pdf

Importance: High

Please find the contract data sheet and written findings to process Beth Nolte's PSC to fill the Farmers Market Promotion Program Grant position. Beth is registered and compliant with the Revenue Commission and Human Relations Commission, so this should be a smooth process. The position pays \$2,292 per month, \$27,500 annually. Expenses for certain things are reimbursable pursuant to the grant for up to \$4,000. If this complicates things, I will ask her to get invoices for these expenses and we'll pay vendors directly. (We're going to make copies and buy tshirts, for example.) Travel, mileage and per diem are NOT reimbursable pursuant to the grant. I've also attached the job description. Please let me know ASAP if you need additional information. My goal is to get this on the Council's agenda for first reading on February 12. I have grant activities taking place later in the month and I need to get Beth on board before then. Thanks!

Theresa

Theresa M. Zawacki
Senior Policy Advisor
LOUISVILLE FORWARD
444 S. Fifth Street, Suite 600
Louisville, KY 40202
502.574.2657 (office)
NEW: 502.593.4508 (cell)
Theresa.zawacki@louisvilleky.gov

AGREEMENT

THIS PROFESSIONAL SERVICE AGREEMENT, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **DEPARTMENT OF ECONOMIC DEVELOPMENT**, herein referred to as "**METRO GOVERNMENT**", and **BETH NOLTE**, with offices located at 939 Lydia Street, Louisville, Kentucky 40217, herein referred to as "**CONSULTANT**",

WITNESSETH:

WHEREAS, the Metro Government is in need of certain professional services with respect to coordination of the Louisville Farmers Market Promotion Program; and

WHEREAS, the Consultant has been determined by the Metro Government to have the necessary experience, expertise and qualifications to provide those services,

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

I. SCOPE OF PROFESSIONAL SERVICES

A. Consultant shall, at the request of the Metro Government, provide services under the terms of this professional Agreement. The Consultant's work product may be reviewed from time to time by the Metro Government for purposes of determining that the services provided are within the scope of this Agreement.

B. Consultant, while performing the services rendered pursuant to this Agreement, may incidental thereto utilize agents or employees of such Consultant. However, such use must be documented in the monthly invoice submitted for those services rendered.

C. If from time to time Consultant needs to utilize the records or personnel of the Metro Government relative to performing the services required of this Agreement,

then Consultant shall notify the proper agent of the Metro Government of this need and arrangements may be made for that contingency. However, at no time shall the Metro Government make available its resources without the full consent and understandings of both parties.

D. The services of Consultant shall include but not be limited to the following:

Coordination of the Louisville Farmers Market Promotion Program as described on Attachment A attached hereto and fully incorporated herein.

II. FEES AND COMPENSATION

A. Consultant shall be reimbursed for professional services rendered according to the terms of this Agreement in an amount equal **TWO THOUSAND TWO HUNDRED NINETY TWO DOLLARS (\$2,292.00)** per month. Total compensation payable to Consultant for services rendered pursuant to this Agreement, including out-of-pocket expenses, shall not exceed **TWENTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$27,500.00)**.

B. Unless otherwise agreed to in writing by the Metro Government, services shall be rendered and payment therefor shall be made at monthly intervals throughout the duration of this Agreement. Payment shall only be made pursuant to a detailed invoice presented monthly, which invoice shall indicate a descriptive daily accounting of the hours expended in service under the contract, the particular nature of such service and out-of-pocket expenses. Copies of invoices or receipts for out-of-pocket expenses and other third party charges must be included with the Consultant's invoice when payment is requested. In the event payment is made in lump sum at the end of the service period, Consultant's final invoice shall indicate a descriptive daily accounting of hours expended as described heretofore.

C. Consultant shall only be reimbursed out-of-pocket expenses if they are reasonable in amount and necessary to accomplish the scope of services of this contract. The Metro Government will not reimburse first class air fare, personal phone calls, short term parking expenses, or other premium type expenses. The Metro Government reserves the right to reduce or disallow expenses considered excessive or unnecessary under this contract.

D. Consultant, to the extent that it provides the same or related services to other parties agrees to pro-rate its billings and out-of-pocket expenses to the Metro Government which are of benefit to the other parties and to provide documentation to all parties to verify the pro-ration of such billings and expenses. In no event will the Metro Government pay bills or expenses which are considered to be double billing (i.e. billing two different parties for the same work or expense).

III. DURATION

A. This is a professional service contract which shall begin February 15, 2015 and shall continue through and including February 14, 2016.

B. This Agreement may be terminated by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate. This Agreement may also be terminated by any party, without notice to the non-terminating party, because of fraud, misappropriation, embezzlement or malfeasance or a party's failure to perform the duties required under this Agreement. A waiver by either party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

C. In the event of termination, payment for services complete up to and including date of termination shall be based upon work completed at the rates identified in this Agreement. In the event that, during the term of this Agreement, the Metro

Council fails to appropriate funds for the payment of the Metro Government's obligations under this Agreement, the Metro Government's rights and obligations herein shall terminate on the last day for which an appropriation has been made. The Metro Government shall deliver notice to Consultant of any such non-appropriation not later than 30 days after the Metro Government has knowledge that the appropriation has not been made.

IV. EMPLOYER/EMPLOYEE RELATIONSHIP

It is expressly understood that no employer/employee relationship is created by this Agreement nor does it cause Consultant to be an officer or official of the Metro Government. By executing this Agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

V. RECORDS-AUDIT

Consultant shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of Consultant's costs which are chargeable to the Metro Government under this Agreement; and the Metro Government shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Consultant shall include (without limitation): (a) payroll records accounting for total time distribution of Consultant's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for

purchases receiving and issuing documents, and all the other unit inventory records for Consultant's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

VI. HOLD HARMLESS CLAUSE

The Consultant shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Consultant's (or Consultant's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

VII. REPORTING OF INCOME

The compensation payable under this Agreement may be subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Metro Government to report all amounts in excess of \$600.00 paid to non-corporate contractors. Consultant agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Consultant further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue.

VIII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

IX. AUTHORITY

The Consultant, by execution of this Agreement, does hereby warrant and represent that he is qualified to do business in the State of Kentucky, has full right, power and authority to enter into this Agreement.

X. CONFLICTS OF INTEREST

Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein; or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a

party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

XI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

XII. OCCUPATIONAL HEALTH AND SAFETY

Consultant agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. Consultant also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions detected at any Metro-owned property where Consultant performs work under this Agreement. Consultant agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

XIII. SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

XIV. SEVERABILITY

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

XV. COUNTERPARTS

This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

XVI. CALCULATION OF TIME Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, Consultant is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

XVII. CAPTIONS The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

XVIII. VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS The Consultant shall reveal any final determination of a violation by the Consultant or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant or subcontractor. The

Consultant shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant or subcontractor for the duration of the contract.

XIX. FEDERAL CONTRACT TERMS The Consultant shall comply with the federal contract terms attached hereto and fully incorporated herein as Attachment B.

ATTACHMENT A

OVERVIEW OF RESPONSIBILITIES

Coordinate Louisville Metro Government Farmers Market Access and Capacity-Building Program

COMPENSATION

\$2,292 monthly, \$27,500 annually. Does not include travel reimbursements, mileage or per diem expenses.

BACKGROUND

Louisville/Jefferson County Metro Government ("LMG") is committed to building a more resilient and robust local food economy, and has committed significant staff and funding resources to this end. LMG developed data on the regional economic impact of local food, and a strategy for expanding the local food economy. Enhanced coordination at farmers markets and expanded opportunities to purchase local food using SNAP/ SFMNP are critical elements of the strategy. LMG received a USDA Farmers Market Promotion Program Grant to implement programs related to enhanced participation at farmers markets. A unique opportunity exists to build a stronger, more cooperative and inclusive network of farmers' markets in Louisville, with the effect of increasing overall sales at markets and creating direct farm impact for regional producers.

In 2008, LMG commissioned a study titled "Building Louisville's Local Food Economy: Strategies for increasing Kentucky farm income through expanded food sales in Louisville" (the "2008 Study," see <http://www.louisvilleky.gov/NR/rdonlyres/8E78A7DB-1E06-4C79-AF18-81BF1A098F8B/0/FarmersMarketFeasibilityStudyFINAL.pdf>). The 2008 Study included a farmer-developed list of ranked strategies to help farmers sell more Kentucky-raised food to a variety of Louisville buyers. One popular strategy involved increased centralization of the farmers market system with a focus on marketing. The 2008 Study calculated that a 20% increase in farm sales at farmers markets through improved marketing could provide \$720,000 in direct economic benefit to farmers.

In 2013, LMG released a survey of demand for local food titled "The Louisville Local Demand Analysis" ("Demand Study," see <http://www.louisvilleky.gov/NR/rdonlyres/5BB2A01F-AB01-4596-9400-A10D283EB5D5/0/DemandStudyFullReportJan2013.pdf>). The Demand Study found that Louisville residents spend around \$100 million annually on local food, but are interested in purchasing an additional \$158 million. The Study also pointed out that though SNAP purchases at farmers markets are not tracked at the local level, Kentucky saw a 77.6% increase in these purchases at farmers markets between 2010 and 2011, mostly due to increase availability of EBT infrastructure. The Demand Study recommended strategies to increase the growth in farmers market sales by providing more opportunities to use SNAP at markets and other fresh food retail outlets.

There are at least 21 Louisville farmers markets. Most markets are located in fairly affluent areas of the community, though a number of smaller markets exist in less-affluent areas. In 2013, only 3 of these markets accepted SNAP, and only 4 accepted SFMNP according to the USDA Food Environment Atlas.

No Louisville markets are currently approved to accept WIC or WIC Cash, though efforts are being made to change this.

Louisville's farmers market system is currently highly disconnected, with no central governing body or management infrastructure, and market managers achieve varying degrees of success in recruiting volunteers, vendors and customers. LMG recently convened a group of 11 market managers to understand common challenges and needs, and found that most market managers identify volunteer recruitment, a lack of marketing, and unfamiliarity with or lack of sufficient staff/volunteer capacity to administer a SNAP payment program as challenges to expanded success. Market managers expressed for the first time an interest in working together with LMG to address these issues.

The "Farmers Market Promotion Program Grant Activities and Impacts" report prepared by the Farmers Market Coalition and Market Umbrella documented grantee success achieved from 2006-2011 through FMPP awards ("Report," see fmpp.farmermarketcoalition.org). In particular, projects that combined EBT deployment with technical support to market managers and education and outreach to low income individuals achieved a high rate of success in increasing sales at markets. Also, marketing efforts to raise awareness of the availability of EBT transfers at markets and efforts to reduce barriers to access resulted in additional success. These findings mirror conclusions documented in the 2008 Study and the Demand Study that expanding capacity in the farmers market system and creating more opportunity to use SNAP in particular at markets would result in increased economic benefit to farmers.

Scope of Work

The Consultant will:

1. Work with the Program supervisor to identify 3-5 farmers markets interested in developing capacity to accept SNAP/SFMNP for all vendors in each year of the grant (6-10 total markets).
2. Develop a plan of work to implement the required technology (EBT readers) and program to accept these benefits at each market.
3. Coordinate with the Kentucky Department of Agriculture to obtain EBT readers, or identify other sources of this technology within the limitations of the grant.
4. Develop and implement strategies to build a base of at least 100 community volunteers to work with and for all farmers markets in Louisville, and coordinate deployment of volunteers to support market operations with emphasis given to markets selected to accept SNAP/SFMNP benefits.
5. Partner with Community Farm Alliance (CFA) to offer programming to all Louisville farmers market managers on capacity-building at markets (described in more detail below), and attend all training sessions.
6. Develop literature on how to use public transit to access farmers markets and on where SNAP/SFMNP benefits are accepted. Make this information available through a variety of sources, including on-line, through social media, at farmers markets, on TARC's website, on buses serving markets, and through various community organizations.
7. Provide support as needed to Dr. Lisa Markowitz for data collection, compilation and analysis.

8. Work with all project partners (see below) to support activities related to the grant, and to ensure coordination of efforts for maximum impact and adherence to grant requirements.

Necessary Experience

- Experience with communication through social and traditional media
- Experience in community outreach, volunteer development and coordination, and project management
- High level of attention to detail
- Strong writing skills (see below), oral communication skills with a variety of audiences, and interpersonal skills
- Positive attitude, enthusiasm for the work, and high level of personal motivation
- Limited need for direction or close supervision, strong problem-solver
- Access to reliable transportation
- Ability to coordinate with and support other project partners, particularly the University of Louisville for data collection, compilation and analysis

Partnership with Community Farm Alliance

CFA is a 29-year-old grassroots, farmer-led organization committed to ensuring an essential, prosperous place for family-scale agriculture in Kentucky's economies and communities. CFA has over two decades of experience working in local-regional food system development. In 2013, CFA created the Farmers Market Support Program (FMSP) to address farmer-identified weaknesses in farmers' markets that inhibit market sustainability. The FMSP provides toolkits, workshops and individual consultation to create a comprehensive, holistic support system for Kentucky farmers markets. FMSP will create scalable, sustainable public markets that increase farm profits, provide greater access for all consumers and create a base for public policy to support market development.

FMSP covers four areas:

1. Business Planning and Board Development (including Strategic planning facilitation, vision and mission development, and long-term market goals, governance and management toolkits, and training for legal structure options, by-laws, board and organization policy development, as well as budgets, fee structures, conflict resolution, and development of market management personnel)

2. Market Development (including vendor training about product presentation and regulations on value-added foods and sampling, toolkits for publicity and marketing development through advertising, publicity and buy-local campaigns, how to participate in food and nutrition programs, building community support through establishing a Friends of the Farmers Market organization)

3. Capital Support (including grant writing training and notification of funding opportunities, information about starting a cost-share/match program for beginning markets, information about starting a "Double Up" program for SNAP, WIC and SFMNP participants at markets, establishing a revolving loan fund for established markets)

4. Networking - A one-day Kentucky Farmers Markets Gathering to share best practices and issues challenging Kentucky Farmers Markets.

Partnership with Jefferson County Cooperative Extension

Extension is a nation-wide educational network of land grant universities in all 50 states, which shares research based information with the general public through low-to-no cost programs, classes and publications. Extension hosts SNAP-Ed educational programs hosted by three, full time SNAP-Ed program assistants and five Expanded Food and Nutrition Education Program (EFNEP) assistants. All literature from the SNAP-Ed program is evidence based subject matter written by registered Dietitians and Nutrition Specialists at the University of Kentucky. All material is written on a 5th grade reading level and is available in Spanish.

Partnership with Dr. Lisa Markowitz

Dr. Lisa Markowitz, Associate Professor of Anthropology at the University of Louisville, has focused her attention on understanding food security, rural livelihood and farmers markets. She will collect and analyze project metrics related to job creation, farmer benefit, sales, and market expansion, and deploy consumer surveys that can inform future market building and expansion activities. Methodological specifics such as frequency of data collection related to sales, number of customers interviewed, and types of questions asked will be considered in partnership with LMG and other project partners, with revision and refinement to take place based on experiences in the first year of data collection and goals for the second year. A graduate student assistant will be retained to assist in this effort in Fall 2015 and Fall 2016.

Number of Direct/Indirect Jobs Retained and Created (benefits farmers)

Method of Quantifying Outcome: Baseline surveys will be conducted among farmers at three markets, at least one of which provides full access for SNAP/SFMNP participants, with subsequent surveys of these three baseline markets plus markets who receive EBT capacity through this Project.

Number of Markets Expanded and Farmer/Producer Beneficiaries (benefits farmers and consumers)

Method of Quantifying Outcome: Baseline surveys will be conducted to gather information on the number of participating farmers. Annual market surveys will be conducted to understand changes in the number of farmer participants as a reflection of the expansion of markets and number of farmer/producers who benefitted from the Project.

Dollar Amount and Percentage Change in Market Sales (benefits farmers)

Method of Quantifying Outcome: Baseline surveys at three markets collected at the end of the fall season, at least one of which provides full access for SNAP/SFMNP participants, with subsequent surveys at each of these three markets plus markets who receive EBT capacity through this Project. Monthly surveys to be completed beginning in May 2015. Small incentives will be provided for market managers to help facilitate data collection as documented in Form TM-30.

Number of Workshop Attendees (benefits market managers and consumers)

Method of Quantifying Outcome: Data will be collected to understand the number of participants in attendance at every workshop, training or other event supported by this Project with the goal of understanding the impact of educational efforts. This data collection will be conducted by the Jefferson County Cooperative Extension Service.

Consumer Response to Project (benefits consumers and farmers)

Method of Quantifying Outcome: Volunteers will be asked to help administer surveys to farmers' market attendees to measure consumer experience using SNAP/SFMNP at markets following the implementation of education and outreach efforts through this Project and to understand who is using SNAP/SFMNP to support future outreach and education. Surveys will include questions such as the respondent's zip code, budget for shopping at the market, and number of people in the household, but will also include questions to understand how well SNAP/SFMNP are working at the market.

Data collection and evaluation will follow this schedule:

1. Fall 2014. Develop a strategy for collecting baseline data. Prepare survey instruments. Train and coordinate a research team including the Project Coordinator, University and volunteer participants (Research Team). Work with Project Coordinator, University participants and LMG to record and analyze data.
2. Spring 2015. Prepare a strategy and process for collecting market vendor revenue, vendor and job creation data in coordination with market managers, volunteers and Project Coordinator.
3. Fall 2015. Repeat baseline surveys with elaboration as necessary to understand outcomes. Train and coordinate the Research Team, and work with the Project Coordinator, University participants and LMG to record and analyze data. Collect baseline data at additional markets.
4. Spring 2016. Prepare and refine a strategy for collecting data on market sales, vendor and job creation data. Coordinate with market managers and Research Team, and work with Project Coordinator, University participants and LMG to record and analyze data.
5. Fall 2016. Develop final surveys for all markets, train and coordinate the Research Team and work with Project Coordinator, University participants and LMG to record and analyze data. Report findings and their implications for future farmers' market and food system development.

RESPONSE REQUIREMENTS

Please provide the following information as your application for this position:

- A resume
- Three professional references
- A cover letter explaining in no more than two pages why you believe you are the best candidate for this position. This will serve as a writing sample which will be evaluated as part of the selection process.

ATTACHMENT B

Per 7 CFR 3016.36:

1. Contractor agrees to provide the Purchaser, the Director of the United States Department of Agriculture, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
2. Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
3. The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the U.S. Department of Agriculture, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
4. Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. See KRS 45A.351.
5. Clean Water –
 - a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq* . The Contractor agrees to report each violation to the Metro Government and understands and agrees that the Metro Government shall, in turn, report each violation as required to assure notification to the U.S. Department of Agriculture and the appropriate EPA Regional Office.
 - b. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the U.S. Department of Agriculture.
6. Clean Air –
 - a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq* . The Contractor agrees to report each violation to the Metro Government and understands and agrees that the Metro Government shall, in turn, report each violation as required to assure notification to the U.S. Department of Agriculture and the appropriate EPA Regional Office.
 - b. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the U.S. Department of Agriculture.
7. The Contractor agrees to comply with Executive Order 11738 and EPA regulations, including but not limited to 40 CFR 15.
8. Copyrights –
 - a. The the United State Department of Agriculture reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

- i. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
 - ii. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
9. Patent Rights - This following requirements apply to each contract involving experimental, developmental, or research work:
 - a. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Metro Government and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until the U.S. Department of Agriculture are ultimately notified.
 - b. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Metro Government and the Contractor agree to take the necessary actions to provide, through the U.S. Department of Agriculture, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
 - c. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by the U.S. Department of Agriculture.
10. The Contractor agrees that the reporting requirements contained in 45 CFR 92.40 and 92.41 apply to this Contract and further agrees to abide by any of the requirements therein applicable to it.
11. TITLE VI
 The Metro Government and Contractor shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et. seq.) and all implementing regulations and executive orders, and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701) and the Kentucky Equal Employment Act 1978 (K.R.S. § 45.550 to 45.640) and the Americans with Disabilities Act (42 U.S.C. § 12101 et. seq.). No person shall be excluded from participation in, be denied the benefits of, or be subject to discrimination in relation to activities carried out under this bid or any contracting resulting from it on the basis of race, color, age, religion, sex, disability, or national origin. This includes provision of language assistance services to individuals of limited English proficiency seeking and/or eligible for services under this bid or resulting contract.
12. ALL FEDERAL: Bidder's DUNS Number _____
 If you do not have a DUNS number, contact Dun & Bradstreet at (866) 705-5711 or go to <http://fedgov.dnb.com/webform/displayHomePage.do>
13. Per 45 CFR 92.35:

The contractor certifies as follows:

The contractor certifies that it nor its affiliates are debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension." The certification in this clause is a material representation of fact relied upon by the U.S. Department of Agriculture. If it is later determined that the contractor knowingly rendered an erroneous certification, in addition to remedies

available to the U.S. Department of Agriculture, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.