April 27, 2018

Terina Edington Jefferson County Public Schools 3001 Crittenden Drive, Louisville, KY 40209

Dear Ms. Edington,

Congratulations! Your enrollment in **the Kentucky Fruit and Vegetable Incentive Program (K-VIP)** has been approved and Jefferson County Public Schools is eligible to receive grant funding of up to **\$22,000** from the Kentucky Association of Food Banks. The performance period for this funding is May 1, 2018 to August 15, 2018.

Grant funding is subject to the terms outlined in the enclosed Grant Agreement. After you have reviewed the terms and conditions of the Grant Agreement, sign and date the enclosed copy and return the original to the Kentucky Association of Food banks by Tuesday, May 1, 2018. Be sure to retain a copy of the agreement for your records. Funds will be released on September 15, 2018.

We wish you great success and look forward to working with you during this summer. Should you have any questions, feel free to contact me at <u>kate@kafb.org</u> or (859) 986-7422.

Sincerely,

Kate McDonald No Kid Hungry Kentucky Campaign Coordinator Kentucky Association of Food Banks PO Box 1824 Berea, KY 40403



Organization (Grantee): Jefferson County Public Schools Grant Amount: \$22,000 Grant Period: May 1, 2018 – August 15, 2018 Purpose: K-VIP

# I. Amount and Use of Funding

Kentucky Association of Food Banks agrees to pay Grantee up to \$22,000. Grant funds will be paid in full on 9/15/18 and upon a) confirmation by the Kentucky Department of Agriculture of eligibility of receipts for fruit and vegetable purchase from Kentucky farms; b) confirmation of the organization's standing as an approved Summer Food Service Program sponsor from the Kentucky Department of Education; and c) confirmation of Grantee's good standing by the Governor's Office of Agricultural Policy. Grantee understands that the express purpose of this grant is support of the Summer Food Service Program.

## **II.** Certification of Organization Status

This funding is conditioned upon the Grantee's status as an eligible Summer Food Service Program sponsor for summer 2018, as confirmed by the Kentucky Department of Education.

### **III. Final Report and Records**

The Grantee will submit a grant evaluation report by 10/31/18. The grant report form can be found at <u>www.kykidseat.org/grants/report</u>. The report is to include a narrative on outcomes based on objectives set forth in the K-VIP enrollment application. The report must include information the amount of Kentucky-grown produce served at Grantee's Summer Food Service Program sites by type, volume and dollars spent; contact information (name and county) of Kentucky farmers from which produce was sourced; list of sites receiving Kentucky-grown produce; total amount of Summer Food Service Program funds received from Kentucky Department of Education for summer 2018 (required for matching fund documentation); and whether Grantee is a first-time Summer Food Service Program sponsor.

### **IV. Grantee's Financial Responsibilities**

Grantee will keep records of receipts and other supporting documentation related to the K-VIP program for at least seven (7) years after completion of the grant and will make such a record of receipts, expenditures and supporting documentation available to the Kentucky Association of Food Banks upon request, for the purpose of conducting financial audits, making verifications, and investigations as deemed necessary concerning the K-VIP program.

## V. Publicity

The Kentucky Association of Food Banks appreciates publicity for the K-VIP program in all relevant published materials, such as brochures, newsletters and annual reports. The credit line of "Made possible in part by support from The Kentucky Association of Food Banks and the Kentucky Agricultural Development Fund" is suggested. The Grantee will allow the Kentucky Association of Food Banks to review and approve the content of any proposed publicity concerning the K-VIP program prior to its release, upon request. Sending a brief press release

to your local paper is appreciated. Please email Kate McDonald, at <u>kate@kafb.org</u> with copies of any printed or publicity materials that highlight the grant. Attaching a logo is preferred. All logos can be downloaded on our website at kykidseat.org/kvip.

Grantee agrees to allow the Kentucky Association of Food Banks to include information about this program in newsletters, news releases, social media postings, and websites. This includes the amount and purpose of the program, any photographs you have provided, your logo or trademark, and other information and materials about your organization and its activities.

### **VI. Indemnification**

In the event that a claim of any kind is asserted against the Kentucky Association of Food Banks related to or arising from the project funded by the K-VIP Program and a proceeding is brought against the Kentucky Association of Food Banks by reason of such claim, the Grantee, upon written notice from the Kentucky Association of Food Banks, shall, at the Grantee's expense, resist or defend such action or proceeding, at no cost to the Kentucky Association of Food Banks, by counsel approved by the Kentucky Association of Food Banks in writing.

Grantee herby agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Kentucky Association of Food Banks, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses directly, indirectly, wholly, or partially arising from or in connection with any act or omission by the Grantee, its employees, or agents in applying for or accepting the Grant Funds, except to the extent that such claims, liabilities, losses, and expenses arise from or in connection with any bad faith act or omission by the Kentucky Association of Food Banks, its officers, directors, employees, or agents.

### **VII. Termination**

The Kentucky Association of Food Banks may terminate this agreement, modify or withhold payments under this grant agreement, if, in the Kentucky Association of Food Banks' judgement: a) Grantee fails to comply with the terms and conditions of this agreement; b) Grantee fails to comply with the requirements of any law or regulation applicable to you, the Kentucky Association of Food Banks, or this program.

### **VIII. Limitation of Support**

This Agreement contains the entire agreement between the parties with respect to the K-VIP program and supersedes any previous oral or written understandings or agreements.

### I have read and agree to the terms and conditions of the Grant Agreement.

Authorized Signatory

Date

Printed Name

Title

Kentucky Association of Food Banks

Tamara Sandberg, Executive Director

Date\_\_\_\_\_