



Commonwealth of Kentucky

CONTRACT

CONTRACT INFORMATION			
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COMMODITY / SERVICE INFORMATION							
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total

1	0.00000		\$0.000000	\$0.00	04/15/2024	06/30/2025	\$0.00
Patick Leahy FTS 2023 Grant <u>Extended Description:</u> Any contracts received after the Service start date will be effective the date the contract is signed. A modification will be done to add additional signature pages and required documentation.							

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COMMONWEALTH OF KENTUCKY
DEPARTMENT OF AGRICULTURE
AND
Various School Entities
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is entered into by, and between, the Commonwealth of Kentucky Department of Agriculture, hereinafter “the Commonwealth” and Barren County Public School, hereinafter “the District”. The initial MOA is effective from April 15, 2024, to June 30, 2025.

Scope of Services:

Whereas the Commissioner of Agriculture recognizes the need to promote the purchase and use of local foods in schools in Kentucky and to that end, has applied for and received Four Hundred Ninety-Nine thousand, Eight Hundred and Nine dollars (\$499,809) through the Patrick Leahy Farm to School (FTS) 2023 grant from the United States Department of Agriculture (USDA) in accordance with the Richard B. Russell National School Lunch Act, 42 U.S.C. 1751, in order to assist eligible entities, through grants and technical assistance, in implementing farm to school programs that improve access to local foods in the USDA Food and Nutrition Service (FNS) Child Nutrition Programs (CNP), including the National School Lunch Program (NSLP), School Breakfast Program (SBP), Child and Adult Care Food Program (CACFP), and Summer Food Service Program (SFSP); and

Whereas KRS 246.055 authorizes the Commissioner of Agriculture to distribute funds from the Patrick Leahy FTS 2023 grant, and the Commissioner of Agriculture has determined that it is in the best interest of Kentucky Schools to use funding from the same to assist in expanding the ability to produce and serve local foods within their cafeterias.

NOW, THEREFORE, the following terms and conditions are applicable to this Agreement:

Total Amount and Contract Period: The Commonwealth shall provide a grant to the District up to the amount of Fifty Thousand dollars (\$50,000.00) for terms detailed in Attachment 1 which is contingent upon funding received from the Patrick Leahy FTS 2023 grant. It is understood that the Contract Agreement period is from March 1, 2024, to June 30, 2025, and that this Agreement is not effective until approved by the Secretary of the Finance and Administration Cabinet.

Additional Agency Terms:

The District agrees to receive the funds described herein and to expend them exclusively within its service region, and for the purpose(s) detailed in Attachment 1. Any reallocation or change in purchases must have written preapproval from the Kentucky Department of Agriculture (KDA) Patrick Leahy FTS 2023 grant management team. Grantees shall adhere to the requirements listed below:

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Shall convene a Farm to School team with representatives from cafeteria, farm and community that shall meet at least three times during the grant period and shall submit meeting minutes.

Shall participate in a mandatory Farm to School Grantee Trainings with at least three team members present.

Shall implement all activities, including components in the three areas of Farm to School —Cafeteria, Classroom and Community— and expend USDA grant funding between March 1, 2024, and June 30, 2025. Any amendments to the grant application's outcomes, narratives or budget requires pre-approval in writing from the Grants Administrator.

Shall participate in a mid-point conference call with the program coordinator and provide updates.

Shall be available for on-site visits.

The District must immediately report any problems, delays, or adverse conditions that impair the District's ability to meet the FTS Grant objectives. The notification must include information on action taken or contemplated in response to the problem and any assistance needed to resolve the situation.

The District agrees that its authorized representative will sign this agreement ensuring that any equipment or services acquired pursuant to this Agreement will be used, managed, and disposed of in accordance with state and federal procedures. The District acknowledges that this includes the commitment to monitoring and properly disposing of the equipment after this Agreement has expired.

The District is to provide to the Commonwealth a written final report with a full accounting of expenditures relating to this Agreement within thirty (30) days after the last expenditure, and no later than August 31, 2025. All unused funds are to be returned to the Commonwealth within this same period. Failure to timely submit the required report shall be considered a breach of this Agreement and may result in a demand for reimbursement of all grant funds to the Commonwealth. The final report is to be emailed to tina.garland@ky.gov or delivered to the Kentucky Department of Agriculture, 107 Corporate Drive, Frankfort, KY 40601, and Attn: Tina Garland.

Endnotes

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**Memorandum of Agreement Standard Terms and Conditions
Revised January 2023**

1.00 Effective Date

All Memorandum of Agreements are not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the agreement and until the agreement has been submitted to the government contract review committee. However, in accordance with KRS 45A.700, memoranda of agreement in aggregate amounts of \$50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head if the agency has been granted delegation authority by the Secretary.

The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.

2.00 EEO Requirements

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

3.00 Cancellation Clause

Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

4.00 Funding Out Provision

The state agency may terminate this agreement if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the

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terms of the agreement. The state agency shall provide the Contractor thirty (30) calendar day's written notice of termination of the agreement due to lack of available funding.

5.00 Reduction in Contract Worker Hours

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

6.00 Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, 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 agreement for the purpose of financial audit or program review. The Contractor also recognizes that 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. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

7.00 Violation of tax and employment laws

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

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Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract.

The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

8.00 Discrimination

This section applies only to agreements disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this agreement, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places,

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available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations or orders, this agreement may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action

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with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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This agreement is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this agreement and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

AGREED:
Kentucky Department of Agriculture

Mark Bowling, Chief of Staff

DATE

Awarded Local School District: _____

Awardee Personnel

DATE

Examined:

Heather Becker, General Counsel

DATE