



Commonwealth of Kentucky

CONTRACT MODIFICATION

CONTRACT INFORMATION

DOC ID Number:	PON3	035	2300000118	
Effective Date:	06/01/2023		Record Date:	03/26/2024
Expiration Date:	04/30/2025		Procurement Folder:	1101150
Document Description:	LFS - 2023 Local food for Schools Grant - Govt		Procurement Type:	Memorandum of Agreement
Cited Authority:	Memorandum of Agreement		Version Number:	9

CONTACT INFORMATION

ISSUER:
Jessica Barnes
502-782-0268
jessica.barnes@ky.gov

REASON FOR MODIFICATION

Amendment 7
03/20/2024

Modification to extend the grant period of performance to April 20, 2025. Modification to reallocate unused funds to participating school districts. Add new district Gallatin County Schools and cancel Raceland and Southgate Independent. No scope of work changes.

Contract Amount: \$2,942,045.60
Increase Amount: \$280,917.40
New Contract Amount: \$3,222,963.00

VENDOR INFORMATION

Name /Address:

KY0035291: BOURBON COUNTY BOARD OF EDUCATION
3343 LEXINGTON RD
PARIS KY 40361

Contact:

ANDREA KISER
859-987-2180
ANDREA.KISER@BOURBON.KYSCHOOLS.US

KY0000012: BOWLING GREEN INDEPENDENT SCHOOL DISTRICT
1211 CENTER ST
BOWLING GREEN KY 42101

Shaunna Cornwell
270-746-2200
shaunna.cornwell@bgreen.kyschools.us

KY0000015: BURGIN BOARD OF EDUCATION
PO BOX B
BURGIN KY 40310

CHRISTI OCHS
859-748-4000
CHRISTI.OCHS@BURGIN.KYSCHOOLS.US

KY0000016: BUTLER COUNTY BOARD OF EDUCATION
PO BOX 339
MORGANTOWN KY 42261

Travis Johnson
270-526-5624
travis.johnson@butler.kyschools.us

KY0000020: CARROLL COUNTY BOARD OF EDUCATION
PO BOX 90
813 HAWKINS ST
CARROLLTON KY 41008

JON CONRAD
502-732-4253
JON.CONRAD@CARROLL.KYSCHOOLS.US

KY0035869: CARTER COUNTY BOARD OF EDUCATION
228 S CAROL MALONE BLVD
GRAYSON KY 41143

Jerry Andy Lyons
606-474-6696 EXT: 20201
andy.lyons@carter.kyschools.us

KY0033711: CAVERNA INDEPENDENT SCHOOLS
1102 N DIXIE HWY
CAVE CITY KY 42127

Stacey Bradbury
270-773-2530
stacey.bradbury@caverna.kyschools.us

KY0035641: DAVIESS COUNTY BOARD OF EDUCATION
DBA: FOOD SERVICE
1622 SOUTHEASTERN PKWY
PO BOX 21510
OWENSBORO KY 42304

Connie Beth Fillman
270-685-3161
connie.fillman@daviess.kyschools.us

KY0000033: ERLANGER-ELSMERE BOARD OF EDUCATION
500 GRAVES AVE
ERLANGER KY 41018

LISA GOETZ
859-727-2009
LISA.GOETZ@ERLANGER.KYSCHOOLS.US

KY0035306: GRANT COUNTY BOARD OF EDUCATION
820 ARNIE RISEN BLVD
WILLIAMSTOWN KY 41097

MATT MORGAN
859-824-3323
MATT.MORGAN@GRANT.KYSCHOOLS.US

KY0035643: HENDERSON COUNTY BOARD OF EDUCATION
DBA: FOOD SERVICE
1805 SECOND STREET
HENDERSON KY 42420

SABRINA JEWELL
270-831-8712

KY0035637: LARUE COUNTY BOARD OF EDUCATION
DBA: FOOD SERVICES
208 COLLEGE ST
HODGENVILLE KY 42748

Jessica Castenir
270-358-4111
jessica.castenir@larue.kyschools.us

KY0035514: LOGAN COUNTY BOARD OF EDUCATION
2222 BOWLING GREEN RD
RUSSELLVILLE KY 42276

DANNY HARRIS
270-726-2436
accountspayable@logan.kyschools.us

KY0035317: MARTIN COUNTY BOARD OF EDUCATION
PO BOX 366
INEZ KY 41224

EARNEST HALE
606-298-3572
EARNEST.HALE@MARTIN.KYSCHOOLS.US

KY0035632: MCLEAN COUNTY BOARD OF EDUCATION
PO BOX 245
CALHOUN KY 42327

DAVID STOKES
270-273-5257
DAVID.STOKES@MCLEAN.KYSCHOOLS.US

KY0000064: MONROE COUNTY BOARD OF EDUCATION
309 EMBERTON STREET
TOMPKINSVILLE KY 42167-1431

Mitzy Payne Cook
270-487-5456 EXT: 2115
mitzy.cook@monroe.kyschools.us

KY0000067: MURRAY INDEPENDENT SCHOOL DISTRICT
208 S 13TH ST
MURRAY KY 42071

SARAH KAEGI
270-753-4363
SARAH.KAEGI@MURRAY.KYSCHOOLS.US

KY0000065: NEWPORT INDEPENDENT SCHOOL DISTRICT
30 W 8TH STREET
NEWPORT KY 41071

Jennifer Hoover
859-292-3034
jennifer.hoover@newport.kyschools.us

KY0035302: NICHOLAS COUNTY BOARD OF EDUCATION
395 WEST MAIN STREET
395 W MAIN ST
CARLISLE KY 40311

DUANE KENNEY
859-289-3770
DUANE.KENNEY@NICHOLAS.KYSCHOOLS.US

KY0035626: ROBERTSON COUNTY BOARD OF EDUCATION
1762 SARDIS RD
PO BOX 108
MT OLIVET KY 41064

TRACY TEEGARDEN
606-724-5421
TRACY.TEEGARDEN@ROBERTSON.KYSCHOOLS.US

KY0035315: ROWAN COUNTY BOARD OF EDUCATION
551 Viking Drive
MOREHEAD KY 40351

GLEN TEAGER
606-784-8928
GLEN.TEAGER@ROWAN.KYSCHOOLS.US

KY0041977: TAYLOR COUNTY BOARD OF EDUCATION
DBA: FOOD SERVICE PAYMENTS
1209 EAST BRAODWAY
CAMPBELLSVILLE KY 42718

KATHY PHELPS
270-465-5371
KATHY.PHELPS@TAYLOR.KYSCHOOLS.US

KY0035297: TRIMBLE COUNTY BOARD OF EDUCATION
116 WENTWORTH AVE
BEDFORD KY 40006

PHILLIP HARMON
502-255-3201
PHILLIP.HARMON@TRIMBLE.KYSCHOOLS.US

KY0035314: ALLEN COUNTY BOARD OF EDUCATION
570 OLIVER ST
SCOTTSVILLE KY 42164

Kristie Mcduffee
270-618-3181
Kristie.Mcduffee@ALLEN.KYSCHOOLS.US

KY0000007: BATH COUNTY BOARD OF EDUCATION
405 WEST MAIN ST
OWINGSVILLE KY 40360

BRITTANY COMBS
606-674-6314
BRITTANY.COMBS@BATH.KYSCHOOLS.US

KY0000009: BELLEVUE INDPENDENT SCHOOL DISTRICT
219 CENTER ST
BELLEVUE KY 41073

Kelsey Wright
8593412473
kelsey.wright@bellevue.kyschools.us

KY0035878: BREATHITT COUNTY BOARD OF EDUCATION
PO BOX 750
420 COURT STREET
JACKSON KY 41339

Stacy McKnight
606-666-2491
stacy.mcknight@breathitt.kyschools.us

KY0035332: BULLITT COUNTY BOARD OF EDUCATION
1040 HWY 44 EAST
SHEPHERDSVILLE KY 40165

KAREN WEAVER
502-543-2271
KAREN.WEAVER@BULLITT.KYSCHOOLS.US

KY0035874: CASEY COUNTY BOARD OF EDUCATION
1922 N US 127
LIBERTY KY 42539

Hagen Williams
606-787-6941
hagen.williams@casey.kyschools.us

KY0000023: CORBIN INDEPENDENT SCHOOL DISTRICT
108 ROY KIDD AVE
CORBIN KY 40701

RHONDA MOORE
606-528-1303
RHONDA.MOORE@CORBIN.KYSCHOOLS.US

KY0000036: FLEMING COUNTY BOARD OF EDUCATION
211 W WATER ST
FLEMINGSBURG KY 41041

ANDY PLANK
606-845-5851
andy.plank@fleming.kyschools.us

KY0040736: FORT CAMPBELL COMMUNITY SCHOOLS
DBA: FT CAMPBELL DEPENDENT BOE
84 TEXAS AVENUE
FORT CAMPBELL KY 42223

ELAINE DAWKINS
270-640-1211
ELAINE.DAWKINS@AM.DODEA.EDU

KY0035871: GARRARD COUNTY BOARD OF EDUCATION
322 W MAPLE AVE
LANCASTER KY 40444

STACY COFFEY
8597923018
STACY.COFFEY@GARRARD.KYSCHOOLS.US

KY0000046: HARRISON COUNTY BOARD OF EDUCATION
308 WEBSTER AVE
CYNTHIANA KY 41031

Mary Grubb
859-234-7110
MARY.GRUBB@HARRISON.KYSCHOOLS.US

KY0035296: HENRY COUNTY BOARD OF EDUCATION
326 S MAIN ST
NEW CASTLE KY 40050

MEGAN KLEMPNER
502-845-8600
MEGAN.KLEMPNER@HENRY.KYSCHOOLS.US

KY0000049: HOPKINS COUNTY BOARD OF EDUCATION
320 S SEMINARY ST
MADISONVILLE KY 42431

EYDIE TATE
270-825-6040
EYDIE.TATE@HOPKINS.KYSCHOOLS.US

KY0000051: JACKSON INDEPENDENT SCHOOL DISTRICT
940 HIGHLAND AVE
JACKSON KY 41339

Angie Turner
606-666-4979
angie.turner@jacksonind.kyschools.us

KY0035625: JESSAMINE COUNTY BOARD OF EDUCATION
871 WILMORE RD
NICHOLASVILLE KY 40356

JASON U'WREN
859-885-4179 EXT: 3004
JASON.UWREN@JESSAMINE.KYSCHOOLS.US

KY0035292: MAGOFFIN COUNTY BOARD OF EDUCATION
PO BOX 109
25 SCHOOL DRIVE
SALYERSVILLE KY 41465

Kevin Owens
606-349-6117
kevin.owens@MAGOFFIN.KYSCHOOLS.US

KY0035627: MONTGOMERY COUNTY BOARD OF EDUCATION
3400 Indian Mound Dr
Mt Sterling KY 40353

ANGELA RHODES
859-497-8760
ANGELA.RHODES@MONTGOMERY.KYSCHOOLS.US

KY0035647: OLDHAM COUNTY BOARD OF EDUCATION
DBA: FOOD SERVICE PAYMENTS ONLY
6165 W HIGHWAY 146
CRESTWOOD KY 40014

Thomas Shelton
502-241-3500
thomas.shelton@oldham.kyschools.us

KY0000081: SOUTHGATE INDEPENDENT SCHOOL DISTRICT
6 WILLIAM BLATT AVE
SOUTHGATE KY 41071

Anthony Hughey
8594916565
anthony.hughey1@southgate.kyschools.us

KY0000083: UNION COUNTY BOARD OF EDUCATION
4500 US Hwy 60W
MORGANFIELD KY 42437

AMY MORRIS
270-389-1694
AMY.MORRIS@UNION.KYSCHOOLS.US

KY0035295: WAYNE COUNTY BOARD OF EDUCATION
150 Cardinal Way
Monticello KY 42633

Stephanie Neal
606-348-8484
stefanie.neal@WAYNE.KYSCHOOLS.US

KY0000087: WOLFE COUNTY BOARD OF EDUCATION
PO BOX 160
CAMPTON KY 41301

RENEE LAWSON
606-668-6645
RENEE.LAWSON@WOLFE.KYSCHOOLS.US

KY0035310: WOODFORD COUNTY BOARD OF EDUCATION
330 PISGAH PIKE
VERSAILLES KY 40383

Shane Smith
859-879-4600 EXT: 2114
shane.smith@woodford.kyschools.us

KY0035872: ANDERSON COUNTY BOARD OF EDUCATION
1160 BYPASS NORTH
LAWRENCEBURG KY 40342

Josh White
502-839-3406
josh.white@anderson.kyschools.us

KY0035870: BARREN COUNTY BOARD OF EDUCATION
600 Trojan Way
GLASGOW KY 42141

JOE MURLEY
270-651-3787
JOE.MURLEY@BARREN.KYSCHOOLS.US

KY0035327: BELL COUNTY BOARD OF EDUCATION
PO BOX 340
PINEVILLE KY 40977

STEVE SILCOX
606-337-7051
STEVE.SILCOX@BELL.KYSCHOOLS.US

KY0000013: BOYLE COUNTY BOARD OF EDUCATION
101 CITATION DRIVE SUITE C
DANVILLE KY 40422

Bobbie
859-236-6634 EXT: 3204
bobbie.brown@boyle.kyschools.us

KY0035863: CAMPBELL COUNTY BOARD OF EDUCATION
101 ORCHARD LANE
ALEXANDRIA KY 41001

Laura Buck
859-635-2173
Laura.Buck@campbell.kyschools.us

KY0000022: CLOVERPORT INDEPENDENT SCHOOL DISTRICT
PO BOX 37
CLOVERPORT KY 40111

Denise Smith
270-788-3910
denise.smith@CLOVERPORT.KYSCHOOLS.US

KY0035630: CUMBERLAND COUNTY BOARD OF EDUCATION
810 NORTH MAIN STREET
BURKESVILLE KY 42717

KRISTI WILLEN
270-864-3377
KRISTI.WILLEN@CUMBERLAND.KYSCHOOLS.US

KY0000025: DANVILLE INDEPENDENT SCHOOL DISTRICT
115 E LEXINGTON AVE
DANVILLE KY 40422

Jennifer Wilson
859-238-1300
jennifer.wilson@danville.kyschools.us

KY0035328: FLOYD COUNTY BOARD OF EDUCATION
442 KY RT 550
EASTERN KY 41622

Tiffany Warrix Campbell
606-886-4508
tiffany.warrix@floyd.kyschools.us

KY0036760: FORT KNOX COMMUNITY SCHOOLS FOOD SERVICE
281 FAYETTE AVE
BLDG 4553
FORT KNOX KY 40121-2572

GABBY WEATHERFORD
502-624-7912
gabby.weatherford@am.dodea.edu

KY0035879: HANCOCK COUNTY BOARD OF EDUCATION
DBA: FOOD SERVICE PAYMENTS ONLY
83 STATE ROUTE 3543
HAWESVILLE KY 42348

Trey Anderson
270-927-6914
trey.anderson@hancock.kyschools.us

KY0035312: HICKMAN COUNTY BOARD OF EDUCATION
416 WATERFIELD DR NORTH
CLINTON KY 42031

KIM WILSON
270-653-2341
KIM.WILSON@HICKMAN.KYSCHOOLS.US

KY0035309: LETCHER COUNTY BOARD OF EDUCATION
224 PARKS STREET
WHITESBURG KY 41858

Josh Yonts
606-633-4455
josh.yonts@letcher.kyschools.us

KY0000060: MARION COUNTY BOARD OF EDUCATION
755 E MAIN ST
LEBANON KY 40033

Scott Spalding
270-692-3721 EXT: 50227
scott.spalding@marion.kyschools.us

KY0000061: MASON COUNTY BOARD OF EDUCATION
34 EAST SECOND STREET
PO BOX 130
MAYSVILLE KY 41056

LISA P MORELAND
606-564-5563
Lisa.Moreland@Mason.kyschools.us

KY0035325: MCCracken COUNTY BOARD OF EDUCATION
300 Cumberland Ave.
PADUCAH KY 42001

JOHNNA DEJARNETT
270-538-4000
JOHNNA.DEJARNETT@MCCRACKEN.KYSCHOOLS.US

KY0035308: MCCREARY COUNTY BOARD OF EDUCATION
120 RAIDER WAY
120 RAIDER WAY
STEARNS KY 42647

Tiffany Duvall
606-376-2591
tiffany.duvall@mccreary.kyschools.us

KY0035623: MERCER COUNTY BOARD OF EDUCATION
530 PERRYVILLE STREET
HARRODSBURG KY 40330

AMBER MINOR
859-733-7000 EXT: 4009
AMBER.MINOR@MERCER.KYSCHOOLS.US

KY0035622: NELSON COUNTY BOARD OF EDUCATION
288 WILDCAT LANE
BARDSTOWN KY 40004

JESSICA ROGERS
502-331-4310
JESSICA.ROGERS1@NELSON.KYSCHOOLS.US

KY0035321: OWEN COUNTY BOARD OF EDUCATION
1600 HIGHWAY 22 EAST
OWENTON KY 40359

KATHY FAULKNER
502-484-3934
KATHY.FAULKNER@OWEN.KYSCHOOLS.US

KY0035645: OWSLEY COUNTY BOARD OF EDUCATION
DBA: FOOD SERVICES
14 OLD HWY 11
BOONEVILLE KY 41314

Autumn Sandlin Herald
606-593-6363 EXT: 125
autumn.herald@owsley.kyschools.us

KY0035322: PENDLETON COUNTY BOARD OF EDUCATION
2525 HWY 27 N
FALMOUTH KY 41040

Jennifer Pierce
859-654-6911
jennifer.pierce@pendleton.kyschools.us

KY0035628: ROCKCASTLE COUNTY BOARD OF EDUCATION
245 RICHMOND STREET
MT VERNON KY 40456

JENNY SWEET
606-256-2125
JENNY.SWEET@ROCKCASTLE.KYSCHOOLS.US

KY0035331: SHELBY COUNTY BOARD OF EDUCATION
1155 WEST MAIN STREET
SHELBYVILLE KY 40065

Tracy Cannon
502-633-2375
tracy.cannon@shelby.kyschools.us

KY0000084: WALTON-VERONA INDEPENDENT SCHOOL DISTRICT
16 SCHOOL RD
WALTON KY 41094

KEVIN RYAN
859-485-4181
kevin.ryan@wv.kyschools.us

KY0000029: EDMONSON COUNTY BOARD OF EDUCATION
100 WILDCAT WAY
PO BOX 129
BROWNSVILLE KY 42210

TIFFANY CARROLL
502-597-2191
TIFFANY.CARROLL@EDMONSON.KYSCHOOLS.US

KY0035875: JEFFERSON COUNTY BOARD OF EDUCATION
DBA: SCHOOL NUTRITION SERVICES
3332 NEWBURG RD
LOUISVILLE KY 40218

Hannah O. Lehman
5024857727
hannah.lehman@jefferson.kyschools.us

KY0035635: METCALFE COUNTY BOARD OF EDUCATION
709 WEST STOCKTON STREET
EDMONTON KY 42129

Cheyenne Perry
270-432-3171
cheyenne.perry@metcalfe.kyschools.us

KY0000037: FRANKFORT INDEPENDENT SCHOOL DISTRICT
959 LEESTOWN LANE
FRANKFORT KY 40601

Logan Rupard
502-875-8661 EXT: 3004
logan.rupard@frankfort.kyschools.us

KY0000035: FAIRVIEW INDEPENDENT SCHOOL DISTRICT
2201 MAIN ST
ASHLAND KY 41102

Crystal Claar
606-324-3877
Crystal.Claar@fairview.kyschools.us

KY0035619: LIVINGSTON COUNTY BOARD OF EDUCATION
127 EAST ADAIR STREET
PO BOX 219
SMITHLAND KY 42081

Michelle Keeling
2709282111
finance@livingston.kyschools.us

KY0000072: PIKE COUNTY BOARD OF EDUCATION
316 S MAYO TRAIL
PIKEVILLE KY 41501

NANCY RATLIFF
606-433-9230
NANCY.RATLIFF@PIKE.KYSCHOOLS.US

KY0001800: CRITTENDEN COUNTY BOARD OF EDUCATION
DBA: FOOD SERVICE PAYMENTS ONLY
601 WEST ELM STREET
MARION KY 42064

Diane Winters
270-965-2281
DIANE.WINTERS@CRITTENDEN.KYSCHOOLS.US

KY0035294: MEADE COUNTY BOARD OF EDUCATION
1155 OLD EKRON ROAD
BRANDENBURG KY 40108

SUSAN FACKLER
270-422-7500
SUSAN.FACKLER@MEADE.KYSCHOOLS.US

KY0035888: TODD COUNTY BOARD OF EDUCATION
205 AIRPORT ROAD
ELKTON KY 42220

Preston Browning
270-265-2436
preston.browning@todd.kyschools.us

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 as required documentation.

	Document Description	Page 10
2300000118	LFS - 2023 Local food for Schools Grant - Govt	

Amendment 7
03/20/2024

Modification to extend the grant period of performance to April 20, 2025. Modification to reallocate unused funds to participating school districts. Add new district Gallatin County Schools and cancel Edmonson County Schools. No scope of work changes.

Contract Amount: \$2,942,045.60
Increase Amount: \$458,917.45
New Contract Amount: \$3,400,963.05

Amendment 6
01/09/2024

Modification to reduce funds for 4 Local Food for School participants due to not needing the entire amount of award. Bullitt, Edmonson, Erlanger, and Pendleton County. Will be adding the following schools: Meade County, Todd County, Warren County, Clinton County, Spencer County, Fulton County, Mayfield County, and Caldwell County. Will be cancelling Agreements for Bardstown Independent, Elliott County, Willisburg Independent, and Scott County. No scope of work changes.

Contract Amount: \$2,837,154.94
Increase Amount: \$104,890.66
New Contract Amount: \$ 2,942,045.60

Amendment 5
12/19/2023

Modified to add vendor to the grantee listing attached to the header. No change in scope or funding.

Amendment 4
Date 10/11/23

Modified to add vendors to the grantee listing attached to the header. No change in scope or funding.

Amendment 3
Date 08/03/23

Modified to add vendors to the grantee listing attached to the header. No change in scope or funding.

	Document Description	Page 11
2300000118	LFS - 2023 Local food for Schools Grant - Govt	

Amendment 2

Date 06/27/23

Modified to add vendors to the grantee listing attached to the header. No change in scope or funding.

Amendment 1

Date 06/05/23

Modified to add vendors to the grantee listing attached to the header. No change in scope or funding.

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 ("the Commonwealth"), Kentucky Department of Agriculture (KDA), and **Various School Entities** ("the Contractor") to establish an agreement for the purchase of local foods for use in school nutrition programs in accordance with the United States Department of Agriculture's Local Food for Schools Cooperative Agreement (LFS) Program. The initial MOA is effective from June 1, 2023, through ~~April 30, 2024~~ **April 30, 2025**.

Scope of Services:

Whereas, KDA recognizes the need to promote local producers of fresh and minimally processed fruits, proteins, and dairy items; and

Whereas, KDA has applied for and received grant funding from the United States Department of Agriculture (USDA) in accordance with section 5(c) of the Commodity Credit Corporation Charter Act (15 USC 714c(c)) for the LFS program; and

Whereas, the Commissioner of Agriculture has determined that it is in the best interest of Kentucky schools to use funding from the LFS program to assist Kentucky schools in providing fresh, local products; and

Whereas, KRS 246.055 (2) authorizes the Commissioner of KDA to distribute funds from the LFS program

Pricing:

	Document Description	Page 12
2300000118	LFS - 2023 Local food for Schools Grant - Govt	

1. The Commonwealth shall provide a grant to Various Government Entities as agreed upon in Attachment A – Award Sheet. The grant is to assist these entities in procuring local foods for use in the National School Lunch Program and/or the School Breakfast Program.
2. The Contractor agrees to receive the funds described herein and to expend such funds to procure local foods for use in the National School Lunch Program and/or the School Breakfast Program in accordance with the terms and conditions of the USDA LFS Cooperative Agreement provided by USDA.

Method of Payment:

The Contractor shall provide to the Commonwealth monthly invoices, on the prescribed form, to be reimbursed for actual allowable costs incurred in the purchase of local foods. No administrative funds are authorized for reimbursement under this award.

USDA defines "local and regional food" as: food raised, produced, aggregated, stored, processed, and distributed in the locality or region where the final product is marketed to consumers, so that the total distance that the product travels between the farm or ranch where the product originates and the point of sale to the end consumer is at most 400 miles, or both the final market and the origin of the product are within the same State or territory.

Examples of allowable food products include fruits and vegetables (including 100% juices); grain products such as pastas and rice; meats (whole, pieces, or food items such as ground meats); meat alternates such as beans or legumes, and fluid milk and other dairy foods such as cheese and yogurt. Foods in a wide variety of minimal processing states (e.g., whole, cut, pureed, etc.) and/or forms (e.g., fresh, frozen, canned, dried, etc.) are also allowable.

Suspension and Debarment:

By signing this Agreement for an amount in excess of One Hundred Thousand Dollars (\$100,000) (if applicable) in federal funds, the Contractor certifies by its signature that the Contractor and its principals are not suspended or barred from federal or state procurement. If it is found that the Contractor or any principal of the Contractor is suspended or debarred before or during the Agreement period, then this Agreement shall be immediately rendered null and void. All funds paid under this Agreement to the Contractor shall be refunded by the Contractor with a two percent (2%) penalty within thirty (30) days of the Department's notification of the Agreement.

	Document Description	Page 13
2300000118	LFS - 2023 Local food for Schools Grant - Govt	

THE BALANCE OF THE PAGE IS INTENTIONALLY LEFT BLANK

	Document Description	Page 14
2300000118	LFS - 2023 Local food for Schools Grant - Govt	

**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.

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 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

	Document Description	Page 15
2300000118	LFS - 2023 Local food for Schools Grant - Govt	

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.

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

	Document Description	Page 16
2300000118	LFS - 2023 Local food for Schools Grant - Govt	

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, 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

	Document Description	Page 17
2300000118	LFS - 2023 Local food for Schools Grant - Govt	

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 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,

	Document Description	Page 18
2300000118	LFS - 2023 Local food for Schools Grant - Govt	

the contractor may request the United States to enter into such litigation to protect the interests of the United States.

	Document Description	Page 19
2300000118	LFS - 2023 Local food for Schools Grant - Govt	

Approvals

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract 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 contract 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 contract.

Kentucky Department of Agriculture

Signature-Mark Bowling, Chief of Staff

Date

Mark Bowling

Printed Name

Awarded School Entity - Print

Date

Authorized Signature

Approved as to form and legality:

Heather Becker, General Counsel

Date