

# SENIORS FARMERS' MARKET NUTRITION PROGRAM

## COMMONWEALTH OF KENTUCKY

### DEPARTMENT OF AGRICULTURE

#### AND

### FARMERS' MARKET

This agreement made and entered the 1<sup>st</sup> day of June, by and between the Kentucky Department of Agriculture, Division of Food Distribution, hereinafter the "First Party", and the Farmers' Market, hereinafter the "Second Party". The term of the Agreement shall be June 1, 2018 through December 31, 2018. At the expiration of its initial term, the Agreement may be renewed for an additional two (2) years if it is in the best interests of the Commonwealth to do so.

#### WITNESSETH:

WHEREAS, the United States Department of Agriculture, Food and Nutrition Services, has a "Senior Farmers' Market Nutrition Program" (SFMNP) cooperative agreement with the First Party which requires the issuance of funds to qualified local farmers' markets; and

WHEREAS, KRS 246.070 authorizes the Commissioner of the Kentucky Department of Agriculture to promote and encourage agricultural organizations and associations, and to expend funds to encourage the agricultural industry of the state; and

WHEREAS, the Commissioner of the Kentucky Department of Agriculture has determined that it is in the best interest of the citizens of the Commonwealth that an agreement with the Second Party to administer the SFMNP at the local level defined herein is appropriate; and

WHEREAS, the Commissioner of the Kentucky Department of Agriculture, has determined that the Second Party meets USDA guidelines, and is therefore approved to redeem Kentucky SFMNP checks.

THEREFORE, the parties hereto mutually agree as follows.

#### **I. The Second Party Shall:**

1. Operate in accordance with USDA guideline, 7 CFR Part 249.
2. Guarantee that the participating farmers are in compliance with SFMNP Farmer Participation Guidelines.

3. Receive training and training materials annually on SFMNP procedures and provide training to authorized farmers and any employees, with SFMNP responsibilities, on such procedures.
4. Agree to be monitored for compliance with SFMNP requirements.
5. Provide First Party documentation, within seven (7) days, if there is a change of market coordinator and any change of address information.
6. Provide a schedule of the hours, days, and duration of the market operation to the First Party. Notification shall be provided to the First Party of any market schedule changes within seven (7) days.

7. RECORDS

- A. Retain all agreements/records pertaining to the SFMNP for a minimum period of three (3) years plus current year. However, in instances when claims action and/or audit findings have not been resolved, the records shall be retained until the actions or findings have been resolved.

8. PUBLIC NOTIFICATION

- A. Display a sign stating the Second Party is authorized to redeem SFMNP checks.
- B. Display hours and days of operation at the farmers' market.
- C. Have the capability of providing the above information in bilingual manner where services are being delivered in a language minority area. This requirement may be met through the use of bilingual staff members, volunteers, and/or informational materials.
- D. Display in prominent places, program benefits to participants or potential participants, the USDA Title VI nondiscrimination poster "...And Justice for All" or a USDA FNS-approved substitute containing the nondiscrimination statement.

**II. The First Party Shall:**

1. TRAINING: The First Party shall conduct training or distribute training materials for all Second Party coordinators participating in the Kentucky SFMNP.
2. FINANCIAL MANAGEMENT SYSTEM: The First Party shall assist the Second Party in payment for validated SFMNP checks. The First Party is not responsible for payment of improperly redeemed SFMNP checks.

3. PUBLIC NOTIFICATION: The First Party shall distribute signs to the Second Party stating that they are authorized to redeem SFMNP checks.

Persons seeking to file discrimination complaints may file them either with the Secretary of Agriculture, or the Director, Office of Civil Rights, USDA, Washington, DC 20250 or with the Kentucky Department of Agriculture, Office of Legal Services, 500 Mero Street, 7<sup>th</sup> Floor, Frankfort, KY 40601.

**AGREED:**

FIRST PARTY:

SECOND PARTY:

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Signature/Date

Bill Wickliffe, Director

Kentucky Department of Agriculture

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County (Print)

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SFMNP Market Coordinator

(Print Name)

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Signature/Date