

Double Up Food Bucks

Farmers Market Grant Agreement 2018



March 1, 2018

City of Ann Arbor, Farmers Market
Stephanie Willette
315 Detroit St
Ann Arbor, MI 48104
swillette@a2gov.org
734-794-6255

Grant Reference Number: DU-MI-18-F0008
EIN: 38-6004534
Farmers Market/s: Ann Arbor Farmers Market

Dear Stephanie Willette,

Fair Food Network ("FFN"), a tax exempt nonprofit, is pleased to grant in the amount of \$40,000 to the City of Ann Arbor, Farmers Market for the *Double Up Food Bucks Program*.

City of Ann Arbor, Farmers Market, hereafter called "the Grantee Organization," will receive a grant from "FFN" for the Double Up Food Bucks program, hereafter called "the Program" at the Ann Arbor Farmers Market, hereafter called "the Market".

Grantee Organization: City of Ann Arbor, Farmers Market	Market Cycle: Year-Round	Grant Number: DU-MI-18-F0008
Grant Period Start Date: April 1, 2018	Grant Period End Date: March 31, 2019	Funds Disbursement Method: Single Payment
2018 Grant Amount: \$40,000	Beginning Fund Balance: (funds carried over from 2017 program year) \$20,671	Total Funds Available: \$60,671
Tokens Issued in 2018: 0	Tokens on-hand from 2017: 7,785	Total Tokens Available: 7,785

This grant is made on the following terms and conditions:

Grant Terms and Conditions

I. Use and Handling of Grant Funds

- a. Funds are to be used by the Grantee Organization to reimburse participating vendors at the Market for Double Up Food Bucks Incentives spent by customers at their stalls at the Market in exchange for eligible products.
- b. Products eligible for Double Up Food Bucks Incentive redemption are unprocessed, fruits and vegetables grown in the state where the Market is located, mushrooms, cut herbs and herb plants, and plants and seeds that grow food producing plants. If the Market is in a county, which borders another state(s), Double Up Food Bucks may also be redeemed for produce grown in the state(s) bordering that county.
- c. Double Up Food Bucks tokens or electronic loyalty credits are used as currency proxy for Incentive distribution and redemption at the Market, hereafter called "the Incentive."
- d. Funds shall not qualify for the Double Up Food Bucks Incentive nor may they be used to reimburse a vendor at the Market if the vendor provided a customer with ineligible product.
- e. Funds may not be used to reimburse a vendor who is not participating in the FFN Program or has not signed a Vendor Agreement.
- f. Any portion of the grant funds not used within the grant period or not used for the purposes stated above must be returned to FFN within one month of when both the Grantee Organization and FFN have agreed upon a reconciliation statement, unless the Grantee Organization receives express written consent from FFN.
- g. Grant funds shall be kept separately on the Grantee Organization's books of account as grant funds from FFN; and accurate records of the funds received and expenses incurred under the grant should be kept in accordance with generally accepted accounting principles.
- h. Financial and program-based records related to the Grant will be retained for at least four years after the completion of the Grantee Organization's use of the Grant funds.
- i. FFN, at its request, shall have reasonable access to the Grantee Organization's and/or the Market's files, records, personnel and premises for the purposes of making financial audits, verifications, or program evaluations as it deems necessary concerning the Grant.
- j. No part of the Grant funds may be used to carry on propaganda, or otherwise attempt to influence legislation or to influence or to participate in or to intervene in (including the publishing or distribution of statements) any political campaign on behalf of (or in opposition to) any candidate for public office.
- k. This agreement becomes null and void, and funds of the Grant must be returned if the terms and conditions of the Grant are not met by the Grantee Organization.
- l. The Grantee Organization should have the correct number of Incentive tokens at the end of the Program season based on reporting provided. The calculation used to determine the number of Incentive tokens which the Grantee Organization should have on hand at the end of the season is: the number of tokens on-hand at the start of the season, minus the number of tokens distributed to customers, plus the number of tokens redeemed by vendors. In the instance that the Grantee Organization does not have the correct number of Incentive tokens at the end of the season, the records of the Grantee Organization may be under review. FFN may, at its discretion, waive any financial penalty if there is a small margin of error (a variance equal to or less than 5%) with the reconciliation of Incentive tokens.
 - a. In the event of a token shortage, the Grantee Organization may be penalized at a cost equal to the replacement value of the token shortage.

- b. In the event of a token overage, the Grantee Organization will be penalized at a cost equal to the cash value of the token overage. This can happen in two ways:
 - i. If the Grantee Organization does not initiate a 2019 grant agreement with FFN, funds must be returned to FFN within one month of when both the Grantee Organization and FFN have agreed upon a reconciliation statement.
 - ii. If the Grantee Organization initiates a 2019 grant agreement with FFN, funds will be subtracted from the current grant agreement's rollover amount.

II. Program Guidelines and Standards

The Grantee Organization is responsible for ensuring FFN Program guidelines are followed at the Market and agrees to administer the Program as directed by FFN. The Grantee Organization will:

a) Vendor Education

- Provide Program information to all vendors at the Market, including those vendors who sell eligible products and those who do not sell eligible products.
- Distribute a Double Up Food Bucks sign to each participating vendor and ensure the signs are visibly posted for customers during the Market's hours of operation.
- Communicate a defined process and schedule for Double Up Food Bucks Incentive redemption and reimbursement with participating vendors at the Market.

b) Incentive Redemption and Reimbursement to Vendors for Incentives

- Make reimbursement payments to participating vendors for the cash value of the Incentive redeemed at the Market for eligible product within one month of when the sales are properly reported by the vendor to the market.
- Prior to reimbursement, the Market must have a signed Double Up Food Bucks Vendor Agreement on file for each vendor for each year of this Grant. The Grantee Organization must provide a copy of this Agreement to FFN upon request.
- To determine the cash value of Double Up Food Bucks redeemed by participating vendors, the Grantee Organization must:
 - a) *If the Market accepts Supplemental Nutrition Assistance Program ("SNAP") payments using an electronic model*, monitor all Incentive Loyalty reports.
 - b) *If the Market accepts SNAP via a token-based system*, collect Incentive tokens from participating vendors and maintain and submit to FFN written records of Incentive tokens redeemed by participating vendors using a form provided by FFN or a similar form with FFN permission. Records must indicate the name of the vendor who redeemed the tokens, the date of redemption, the dollar value of tokens submitted and the Market name.
- *In seasonal markets*, the last day for vendors to accept Incentive in exchange for eligible product is the Market's closing day, and the last day for the Grantee Organization to reimburse vendors for redeemed Incentive is one month after the Market's closing day.

c) Incentive Distribution to Customer

- The Grantee Organization will oversee Incentive distribution to customers using SNAP at the Market.

- A customer at the Market will receive a value of Incentive tokens or loyalty credits equal to the amount of SNAP dollars spent, up to \$20 per market day.
 - a) *If SNAP benefits are accepted using an electronic model by each vendor*, the Grantee Organization will monitor vendors' SNAP and Incentive transactions to ensure SNAP sales are always greater than or equal to Incentive credits awarded.
 - b) *If SNAP benefits are accepted at a central terminal and distributed via a token-based system*, the Grantee Organization will maintain records of daily distribution of tokens using a standardized report form provided by FFN or a similar form with FFN permission. This form must provide a record of each SNAP transaction and Incentive distribution.
- *In seasonal markets*, the last day to distribute the Incentive to customers is the last day of the Market's season

III. Record-Keeping and Reporting

a) Quarterly Reports

The Grantee Organization will submit calendar month totals of the following each quarter via an online survey link provided by FFN. Reported information is final upon submission and will be used to reconcile Incentive funds without correction.

- Cash value of Incentive redeemed by participating vendors and dispersed to customers
- Cash value of SNAP redeemed by participating vendors and dispersed to customers
- Number of SNAP transactions
- *If SNAP benefits are accepted at a central terminal and distributed via a token-based system*, number of new customers as indicated by the number of SNAP customers who respond yes to the question "Is this your first time using your Bridge Card (or equivalent) at this market?"
- FFN may consider requests to adjust quarterly reports made by the Grantee Organization within one month of submission

b) Record Keeping

The Grantee Organization will maintain and keep on file the following records and provide a copy to FFN upon request:

- i. **Customer Transaction Records** for each market day when SNAP benefits are accepted at a central terminal and distributed via a token-based system.
- ii. **Verification of SNAP sales.** FFN may request third party verification of monthly SNAP sales as demonstrated by either:
 - i. Copy of a daily batch report from the Market's point-of-sale device for each market day
 - ii. Monthly statement from EBT merchant processor
- iii. Report from a SNAP processing application
- iii. **Vendor Records** indicating the cash value of Incentives redeemed by each vendor each market day. Excel or spreadsheet document with required elements of Vendor Record Sheet is allowable.

c) Vendor Reimbursement Records

The Grantee Organization must maintain and provide records of reimbursement payments made to participating vendors for Incentives redeemed on a quarterly basis as demonstrated by either:

- i. Completed payment record column on Vendor Record Sheet provided by FFN with date, check number, and total dollar value of check. FFN only requires payment record for

Incentive reimbursements. The Vendor Record sheet must indicate the portion allocated to each market currency if the Grantee Organization includes multiple market currencies (eg. SNAP, WIC Project FRESH, credit/debit) in a single reimbursement payment.

- ii. Report from the Organization's accounting software verifying each Incentive reimbursement payment made to vendors, aligned with Incentive redemption documentation.
- iii. If the Grantee Organization makes cash reimbursement payments for Incentive redemption by vendors, the Grantee Organization must be able to verify to FFN that these payments were made by providing a receipt to each vendor or obtaining vendor's signature at time of reimbursement.
- iv. With FFN permission, alternative forms of documentation may be acceptable.

IV. Evaluation

- The Grantee Organization may opt-in to distribute a questionnaire to customers at point of sale and a survey to vendors provided by FFN during the Market's season, and return completed surveys in an envelope provided with pre-paid postage within a month of collection.
- The Grantee Organization will complete a year-end market manager evaluation survey.
- The Grantee Organization will allow for additional evaluation methods at the Market as requested by FFN, an independent evaluation firm, or the United States Department of Agriculture (USDA).

V. Trademark

- Fair Food Network owns the trademarked name "Double Up Food Bucks" and the apple/carrot logo. As a Grantee of the Program, the Grantee Organization may use, on a non-exclusive basis, the licensed mark in Market promotional materials for the duration of the Grant period.

VI. Report Schedule

Program participation will be divided into the following quarters for reporting:

Q2: 4/1/18-6/30/18

Q3: 7/1/18-9/30/18

Q4: 10/1/18-12/31/18

Q1: 1/1/19-3/31/19

Report Name	Due Date	Report Format
Quarterly Report	One week after the close of each quarter Q2: 7/7/18 Q3: 10/7/18 Q4: 1/7/19 Q1: 4/7/19	Online via survey link posted in Market Manager Portal of www.DoubleUpFoodBucks.org .
Vendor Reimbursement Records	One month after the close of each quarter Q2: 7/31/18 Q3: 10/31/18 Q4: 1/31/19	It is preferred that electronic copies be uploaded to the online quarterly report. Other options include: submit hard copy records either in-person or via mail, or send electronically to FFN by email.

	Q1: 4/30/19	
Customer and Vendor Surveys	Within one-month of receipt	Grantee Organization may opt-in to participating and mail completed surveys in an envelope provided by FFN with pre-paid postage.
Market Manager Survey	12/1/18	Online survey link sent via email and posted in Market Manager Portal of www.DoubleUpFoodBucks.org .

VII. Disbursement of Funds

FFN will disburse funds following the receipt of counter-signed grant agreement and a W-9 or copy of tax exempt letter from IRS for tax exempt organizations from the Grantee Organization in one of the following two methods as denoted on Page 1.

- a) Single Payment: Funds will be released to the Grantee Organization in a single payment made by a check; or
- b) Scheduled Reimbursement: FFN will reimburse the Grantee Organization for the cash value of Incentives spent by customers at the Market after the Organization submits complete and accurate reports. FFN will process payments and disburse funds for the cash value of Incentive loyalty transactions redeemed by customers at the Market within 2 weeks of receiving a complete quarterly report from the Grantee Organization. FFN will process payments and disburse funds on a quarterly schedule. Late reports will not be processed until the next scheduled opportunity.

VIII. Violation of Agreement

If Grantee Organization violates any of its duties (including failing to make timely or accurate reports) then FFN could require a refund from Grantee Organization to FFN of part of the Grant that relates to or is impacted by the breach by the Grantee Organization. FFN reserves the right to discontinue, modify or withhold any payment due under the Grant, to require repayment of expended Grant funds, or a refund of unexpended Grant funds, if, in its judgment, such action is necessary to comply with the requirements of any law or regulations affecting its responsibility with respect to the Grant. If any of the conditions of the Grant are violated by Grantee Organization, in addition to requiring a refund of the amount giving rise to the violation, FFN will have no further obligation to continue to fund the Grant.

The foregoing conditions comply with FFN's obligation under U.S. law to make reasonable efforts and establish adequate procedures to see that the Grant funds are spent solely for the purposes for which they have been granted and to obtain full and complete records on how the Grant funds have been expended. Changes in the U.S. laws or regulations may require FFN to ask that more detailed reports be submitted or other steps be taken. FFN will inform the Grantee Organization of any such changes. If the Grantee Organization accepts the above stated conditions, please have a duly authorized representative of the Grantee Organization sign below and make a copy for the Organization's files. Electronic signatures are acceptable.

Return original or copy of the entire signed agreement by mail to the Michigan Farmers Market Association at the following address:

Michigan Farmers Market Association

Attn: Double Up Food Bucks

480 Wilson Rd, Room 172
East Lansing, MI 48824

Or scanned and emailed directly:

To: foodaccess@mifma.org | Subject: Signed agreement for Double Up Food Bucks

On behalf of Fair Food Network, I want to extend our best wishes for success in your work.

Sincerely,

A handwritten signature in black ink that reads "Oran B. Hesterman". The signature is written in a cursive, flowing style.

Dr. Oran B. Hesterman
President and CEO

Authorized Representative of Fiduciary or Grantee Organization

City of Ann Arbor

Signature

Name and Title (Please Print or Type)

Date

Mayor

City Clerk

Approved as to Substance

City Administrator

Community Services Area Administrator

Approved as to Form and Content

City Attorney

City, State, Zip Code

Attachments:

This agreement becomes binding when FFN receives:

1. Counter signed grant agreement from the organization
2. W-9 or copy of nonprofit exempt letter from IRS