

# AG GROWTH INITIATIVE - FARMERS MARKETS

Funded by TAEP

## AGREEMENT & PAYMENT REQUEST

Deadline: April 15, 2024

		<b>PARTICIPANT (ORGANIZATION/FARMERS MARKET)</b>			
<b>ID</b>	1562	<b>NAME</b>	City of Kingsport		
<b>DGA</b>	80338				
<b>INVOICE #</b>	AGI24-FM-	<b>MARKET NAME/DBA</b>	Kingsport Farmers Market		
<b>DEPARTMENT</b>	3250101008	<b>MAILING ADDRESS</b>	415 Broad Street Kingsport TN 37660		
<b>PROGRAM</b>	610750				
<b>ACCOUNT</b>	71302000				
<b>ORGANIZATION CONTACT INFORMATION AND REPRESENTATIVE INFORMATION</b>					
<b>COUNTY</b>	82000	<b>PHONE</b>	(423) 224-2821	<b>EMAIL</b>	kristieleonard@kingsporttn.gov
<b>LOCATION</b>	MAIN	<b>NAME</b>	Kristie Leonard		
<b>ADDRESS</b>	1	<b>PHONE</b>	(423) 224-2821	<b>EMAIL</b>	kristieleonard@kingsporttn.gov

Farmers Market listing on PickTNProducts.org is correct.

Farmers Market listing on PickTNProducts.org is not correct. Corrections are attached.

**AGREEMENT PERIOD: OCTOBER 1, 2023 – APRIL 15, 2024**

The maximum amount which can be authorized to reimburse costs associated with promoting, marketing, and improving farmers markets, when approved by the Tennessee Department of Agriculture:

**\$1500.00**

**INSTRUCTIONS:**

Review Terms & Conditions on reverse, then sign and date in the shaded box to the right, print name and title below signature.



DEPUTY CITY RECORDER

**PARTICIPANT ACCEPTANCE SIGNATURE**

*Patrick W. Skull*      5 March 2024  
SIGN      DATE

*Patrick W. Skull*      Mayor  
NAME      TITLE

**APPROVED AS TO FORM:**

*Christy J. ...*  
CITY ATTORNEY

**DO NOT WRITE BELOW THIS LINE**

STATE AUTHORIZATION SIGNATURE AND DATE

SERVICE DATE

AMOUNT APPROVED

**IMPORTANT: SEE TERMS AND CONDITIONS ON REVERSE**

Submit form and attachments to: Rachel L Sullivan, TN Department of Agriculture, PO Box 40627, Nashville TN 37204 OR [rachel.l.sullivan@tn.gov](mailto:rachel.l.sullivan@tn.gov)

## TERMS & CONDITIONS OF AGREEMENT & PAYMENT AUTHORIZATION

1. The BUYER (award recipient) warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the BUYER (award recipient) in connection with any work contemplated or performed relative to this Authorization.
2. Notwithstanding the foregoing, the BUYER (award recipient) may be an employee of the State of Tennessee, PROVIDED THAT the BUYER (award recipient) is not employed in one of the following Department of Agriculture positions: Commissioner, Deputy Commissioner, Assistant Commissioner, Assistant Commissioner equivalent including Agriculture Quality and Standards Manager and State Forester, State Veterinarians, Staff Veterinarians, General Council, Executive Administrative Assistant, Environmental Program Manager 2, or an employee having direct oversight or supervisory duties in the approval or administration of award payments, and is not a member of said individuals' immediate household.
3. The STATE may terminate this agreement without cause for any reason, and such termination shall not be deemed a breach of contract by the STATE.
4. The STATE shall have no liability except as specifically provided in this agreement.
5. The BUYER (award recipient) agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of the authorized service or in the employment practices of the BUYER (award recipient) on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee state constitutional, or statutory law.
6. The BUYER (award recipient) agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the BUYER (award recipient), its employees, or any person acting for or on its or their behalf relating to this purchase. The BUYER (award recipient) further agrees it shall be liable for the reasonable cost of attorneys for the STATE in the event such service is necessitated to enforce the terms of this purchase or otherwise enforce the obligations of the BUYER (award recipient) to the STATE.
7. This agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The BUYER (award recipient) agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this agreement. The Buyer acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
8. This agreement is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This agreement supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
9. The BUYER (award recipient) shall take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this agreement, subject to the STATE'S equitable interest therein, to the extent of its *pro rata* share, based upon the STATE'S contribution to the purchase price. "Equipment" shall be defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost of which equals or exceeds \$5,000.00.
10. The BUYER (award recipient) will submit reports as required by the STATE, to document agricultural and economic impacts of grant funds.
11. The BUYER (award recipient) signature below certifies that he/she has complied with all requirements of this program, as outlined in 2019 TAEP Application and reimbursement instructions, incorporated herein by reference, and shall utilize funds to be received in the manner authorized by the STATE.
12. The BUYER (award recipient) will submit an invoice and supporting documentation to evidence BUYER (award recipient) payment for qualified purchases in form and substance acceptable to the STATE to effect payment. Such documentation may include but shall not be limited to:
  - a sale or lease receipt with date of purchase/lease, name of seller/lessor, and description of item(s) purchased;
  - a photograph of equipment or facilities purchased and/or installed;
  - a copy of marketing materials purchased with the assistance of awarded funding, and a signed statement from media attesting to advertising activities completed;
  - a copy of certificate from training or educational activity showing successful completion.
13. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
14. The BUYER's (award recipient) activities conducted and records maintained pursuant to this agreement shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.