

AGREEMENT

THIS AGREEMENT (this “Agreement”) is entered into as of 26th day of August, 2015, the “Effective Date” by and between AARP Foundation (“the Foundation”) and **Oxford City Market**, (“Farmers Market”) to set forth the objectives, understandings, and agreements between the Parties in connection with the award by the U.S. Department of Agriculture (“USDA”) described below.

BACKGROUND

The Foundation, a not-for-profit, tax-exempt charitable organization organized under Section 501(c)(3) of the Internal Revenue Code, has received an award of federal funds from the United State Department of Agriculture (“USDA”) numbered 2015-70018-23332 for the purpose of providing resources in connection with the proposal entitled, “Large Scale SNAP Incentives at a National Retailer and Farmers’ Markets in Mississippi and Tennessee” under the Food Insecurity Nutrition Incentive (“FINI”) grant program, (“the Project.”)

The purpose of the Project is to increase the purchase and consumption of fruits and vegetables and improve nutrition and health outcomes for low-income consumers. AARP Foundation will implement incentive programs in 22 Kroger Stores and 31 Farmers Markets in Mississippi and Tennessee. At Farmers Markets, when a SNAP customer uses an EBT card, the customer will receive incentive tokens (“incentives”) equal in value to the dollar amount purchased, with a maximum value of \$10.00. The incentive tokens can only be used to buy fresh fruits and vegetables.

AARP Foundation will implement a marketing plan to reach SNAP recipients through a variety of channels, including mobilization of volunteers. Wholesome Wave Foundation Charitable Ventures, Inc. will provide training and technical assistance to Farmers Markets and assist with outreach implementation. Cooperating partners include the state agencies that implement the SNAP program, agriculture and aging agencies, extension services, and community based organizations.

ARTICLE I: TYPE OF AGREEMENT

Section 1.1 This Agreement is a subcontract issued in relation with the above-mentioned award from the USDA to the Foundation. It is a cost-reimbursement contract that will pay Farmers Market for allowable costs as provided for in 48 C.F.R. Subpart 31.2, as applicable. Farmers Market is only entitled to receive reimbursement for the actual cost of the SNAP incentives. This Agreement is subject to the availability of federal grant funds to the Foundation. The Foundation shall promptly notify Farmers Market, in writing, of any modification, payments, delays or cancellation of the USDA grant.

ARTICLE II: TERM

Section 2.1. This Agreement shall remain effective from its Effective Date above through September 30th, 2016 (the “Term”) unless the Agreement is terminated at an earlier date in accordance with Article V of this Agreement.

ARTICLE III: SCOPE OF WORK

Section 3.1 Incentive Distribution and Tracking. With regard to incentive payment processing, Farmers Market will:

- Distribute, account for, and redeem incentives when SNAP recipients buy SNAP-eligible foods with their EBT card and are provided incentive tokens to be spent on fresh fruits and vegetables.
- Maintain records and submit to AARP Foundation and/or its designated Evaluation Team data necessary to meet the Project’s monitoring and evaluation requirements, including the following market level data: **(a) total EBT transactions or sales (IF POSSIBLE); (b) the amount of SNAP incentives distributed (“Distributed Incentives”); (c) the amount of incentives redeemed (“Redeemed Incentives”); and (d) the balance of available funds.**
- Use data entry and recordkeeping systems and materials provided by AARP Foundation for program implementation, including tokens, program-related signage and other materials to inform vendors and customers that the market is participating in the Project and to describe how the program works.
- Maintain, for the term of this Agreement and for three (3) years from the date of this Agreement’s expiration or termination, financial and programmatic reports for services rendered and claims for payments made under this Agreement.

ARTICLE IV: FUNDING AND PAYMENT

Section 4.1. Upper Limit to Be Paid. In consideration of the services to be delivered as described in Article III above, the Foundation shall pay Farmers Market a total amount **not to exceed \$5,000.00** for each calendar year that the project is active. Requests from the Farmers Market for increases to this upper limit before the limit is reached will be considered by the Foundation based on documented past receipts of Redeemed Incentives. The receipts and the requests for increases shall be submitted to the Foundation contact noted below in this Agreement.

Section 4.2 Cost Allowability. Only the actual costs of Redeemed Incentives will result in payment to Farmers Market. The value of Distributed but not Redeemed Incentives will not result in payment to Farmers Market. AARP Foundation will provide to Farmers Market **\$250.00** in advance for incentives. The first payment shall be made upon execution of this Agreement and receipt of a W-9 form and other required information from Farmers Market. Farmers Market is responsible for ensuring that the advanced funds are used *solely for the purposes of funding the Redeemed Incentives* under the terms and conditions of this Agreement.

Thereafter, on a monthly basis, Farmers Market shall submit invoices with request for payment to the following address: (Email transmission is preferred and will result in faster processing).

**AARP AP Mailbox
PO Box 2842
Clinton, IA 52733-2842**

or

AP-Invoice@AARP.org

Invoices should correspond to reported amounts as outlined above in Section 3.1. All invoices must include the following information exactly to receive payment:

**AARP FOUNDATION HUNGER FINI PROGRAM
30000.68100.685100.2203.8000 G3000.GRT00168.0002**

AARP Foundation will not pay any invoice for which the corresponding report has not been received. Allow 15 business days for processing from the time the invoice is received.

ARTICLE V: TERMINATION

Section 5.1 Termination. The Foundation may terminate this Agreement for any reason, by giving written notice to Farmers Market specifying the effective date of such termination. Farmer's Market shall stop distributing incentives immediately upon receipt of notice of termination, but shall continue to allow customers to redeem any incentives already distributed through the end of the current market season. Farmers Market shall be entitled to reimbursement for any Redeemed Incentives and shall send the Foundation a final report to collect reimbursement for any outstanding Redeemed Incentives within 30 days after the end of the current market season in that calendar year.

ARTICLE VI: MISCELLANEOUS

Section 8.1 Independent Contractor. The parties hereto are "independent contractors," and nothing in this Agreement shall be construed to create an employer/employee, partnership, or joint venture relationship, or to allow either to exercise control over the performance of the services under this Agreement.

Section 8.2 Cooperation in the Event of Lawsuits, Audits and Investigations. In the event that any claim, demand, suit or other legal proceeding arising out of any matter relating to this Agreement is made by any third person or entity against any party, or in the event that an audit or investigation of any party is initiated by a government agency or other third party, the parties shall provide each other with all reasonable information and assistance in the cooperating with such matter.

Section 8.3 Prohibited Activities. Farmers Market agrees not to use any funds under this Agreement for any of the prohibited activities set forth in Section 4018 of the Agricultural Act of 2014. Those activities prohibit: recruitment activities designed to persuade an individual to apply for SNAP; the use of federal funds to pay for television, radio, or billboard advertisements that promote the SNAP; or any agreements with foreign governments designed to promote SNAP benefits and enrollment. Funds under this Agreement may not be used to carry out propaganda, attempt to influence legislation or the outcome of any public election, carry on any voter registration drive or undertake any activity for a non-charitable purpose.

Section 8.4 Notices. Any notice, demand, or communication under this Agreement shall be in writing and shall be served on the parties at the following respective addresses:

Foundation:

Maggie Biscarr
Program Manager, Hunger Impact Area
AARP Foundation

601 E Street, NW
 Washington, DC 20049
 Phone: 202-434-2410
 Fax: 202-434-6466
 Email: mbiscarr@arp.org

Farmers Market:

Betsy Chapman
 Director
 Oxford City Market
 City of Oxford
 107 Courthouse Square
 Oxford, MS 38655
 Phone: 662-832-7257
 Email: betsychapman@oxfordms.net
www.oxfordcitymarket.com

AARP FOUNDATION	FARMERS MARKET
By:	By:
<i>Authorized Signature</i>	<i>Authorized Signature</i>
Name:	Name:
Title:	Title:
Date:	Date: