

AGREEMENT FOR MANAGEMENT SERVICES  
2019 MANITOWOC FARMERS MARKET

This Agreement (“Agreement”) is entered into by the City of Manitowoc, Wisconsin, a municipal corporation (“City”), 900 Quay Street, Manitowoc Wisconsin 54220-4543, and Grow It Forward Inc, a Wisconsin 501(c)3 charitable organization (“Contractor”), PO Box 562, Manitowoc, WI 54221-0562, for Management Services for the 2019 Manitowoc Farmers Market (“Market”), as a successor Agreement to the previous Management Services Agreement.

In consideration of the covenants and agreements set forth, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the City and Contractor hereby agree as follows:

**I. Scope and Intent of Agreement**

- A. This Agreement establishes responsibilities for management of the Manitowoc Farmers Market for the 2019 season. Management of the Market is defined as:
  - 1. Operating the Saturday Market (May – October) events with on-site presence, preparation, and follow-up.
  - 2. Addressing all issues and concerns that arise relative to the operation of the Market, including establishing and maintaining communication with the Farmers Market vendors.
  - 3. Collecting and managing the funds generated by the Market, and utilizing those funds for operations and improvements of the Market.
    - i. Overseeing and actively working to improve the Market.
- B. This Agreement represents the next step in transition of additional management and oversight responsibilities, as compared to past years, from the City to the Contractor.
- C. ~~This Agreement does not include or authorize Market operations on the 4<sup>th</sup> of July, Krazy Days, or Subfest.~~ Any Market operations outside of the normally scheduled Saturday markets must be approved by the City Special Events Committee. The Market may operate on Saturdays during SubFest and Krazy Days, but any other operations during those events must be approved by the City as a Special Event. The Night Market events for 2019 have already been approved by the Special Events Committee and Council.

**II. City Responsibilities**

- A. Market Locations. The City shall allow access to one or more public locations, as selected by the City, at which the Market may be held.

Operation of the Market at said locations must be in compliance with applicable City policies and regulations. Regarding 720 Quay Street:

1. The City will continue to make it available for operation of the Market on dates specified in this contract as long as the City holds a valid lease with the property owner authorizing such use.
  2. The City retains the right to make available alternate locations, including Quay Street, should other uses allowable under the lease be determined by the City to take priority over operation of the Market. The City will provide at least 30 days' notice to the Contractor if such a determination is made after execution of this Agreement.
- B. General Liability Insurance. The City shall maintain general liability insurance that covers the Market locations when on City property.
- C. Maintenance. The City shall provide property maintenance for the Market locations on City property in accordance with normal City maintenance procedures for the facility on which the Market is located.
- D. Agent. The Community Development Director is the party authorized to act as the City's agent under this Agreement.

### III. Contractor Responsibilities

- A. Operate the Market. The Contractor shall:
1. By April 1, hold an annual vendor meeting to prepare for the upcoming season, share information, distribute vendor application packets, and conduct other annual Market business.
  2. By May 1, collect vendor fees and establish the stall layout.
  3. Provide on-site supervision of the Market each Saturday, including correct vendor location.
  4. Ensure the provision of adequate facilities for the Market, including restrooms and sinks, parking, and signage.
  5. Provide options for SNAP transactions
  6. Oversee vendor activities and enforce the Vendor Agreement, calling on other agencies for support as appropriate.
  7. Coordinate with the City on special events as requested.
  8. Advertise the Market in appropriate venues and media.
  9. Provide English language translation services, when necessary, for communication with Market vendors.
- B. Address Issues and Concerns. The Contractor shall respond to issues and concerns that arise from vendors, the City, or community members. The

Contractor shall establish and maintain open communication with all market stakeholders.

- C. Grow It Forward Board of Directors. The Contractor shall be responsible to maintain communication and accountability with its Board of Directors on Farmers Market operations and policy. Contractor, at its discretion may establish committees or working groups to gain stakeholder involvement.
  
- D. Manage Market Funds. The Contractor has budgetary authority to expend monies for the purposes of the Market. The Contractor is authorized to set, revise, collect, hold, and disburse rents or other fees, charges, deposits, and other payments with respect to the Market. The Contractor shall:
  - 1. Create and follow an annual budget
  - 2. Compensate its Market Manager(s).
  - 3. Utilize fees collected from vendor stall rentals to pay for the operating requirements of the Market.
  - 4. Raise additional funds as shown in the annual budget.
  - 5. Limit total annual spending to no more than the amount of revenues available.
  - 6. Account for the use of all Market funds and maintain separation between Market funds and funds of Contractor's other programs.
  - 7. Meet the objectives listed in Paragraph F, Improve the Market, below.
  - 8. Provide financial statements to the City no later than July 31, 2019, and January 31, 2020, and provide a professionally prepared annual financial statement to the City by March 31, 2020. These reports shall include market revenues and expenses and overall performance of Grow It Forward to allow City to determine sustainability.
  
- E. Annual Report. Contractor shall provide a report and update to the City of Manitowoc Finance Committee in November 2019.
  
- F. Improve the Market. The Contractor was selected because of its organizational alignment with the vision for the Market. The Contractor shall work toward the continuous improvement of the Market to support its long term growth and success. The Contractor shall develop and implement strategies related to:
  - 1. Develop a market marketing plan by ~~July~~ June 1, to include measurable deliverables with dates, and provide a copy of that plan to the City.
  - 2. Provide the City with a copy of the finalized three-year strategic plan for Contractor's operations as they pertain to Market.
  - 3. Explore opportunities to increase food vendors and customers

4. Establish Market as a downtown destination

#### **IV. Farmers Market Policy**

- A. Contractor Responsibility. The Contractor and its Board of Directors shall:
  - 1. Maintain a purpose statement and goals for the Market.
  - 2. Monitor the overall success and effectiveness of the Farmers Market and to make decisions and recommendations that support its long term success.
  - 3. Set policy and make decisions on operational aspects of the Farmers Market including: the dates of the Market season and times of operation; all procedures and rules related to vendor arrival, setup, re-supply, and departure; vendor eligibility to participate in the market such as organic labeling, insurance requirements, eligible products, wholesalers, and subletting of vendor stalls; annual vendor stall rental fees; the layout of the Market and placement of vendors; and the content of the annual vendor application and agreement.
  
- B. City Responsibility. Common Council approval shall be required prior to:
  - 1. Changing the location for Saturday market.
  - 2. Making any expenditure of Market Surplus Funds.

#### **V. Duration and Renewal**

- A. Duration. This Agreement shall be valid and enforceable from the date the Agreement is fully executed, through and including December 31, 2019. This Agreement shall terminate on January 1, 2020, or an earlier date, if any of the following events occur:
  - 1. The Agreement is not renewed.
  - 2. Upon 30 day written notice by the City or the Contractor.
  - 3. If all or any part of the 2019 Market is not held for whatever reason. In this case, the date of termination shall be the last day the Market is open and operational in 2019.
  - 4. If the Contractor fails or is unable to perform its duties under this Agreement. In this case, the City may terminate this Agreement upon seven day written notice to the Contractor.
  
- B. Renewal. Upon successful completion of the 2019 Market, Contractor shall have the option to renew for the Market season extending through and including December 31, 2020. Contractor shall notify City at least thirty days prior to the expiration of this Agreement in the event Contractor wishes to renew this Agreement on such terms as may be mutually agreeable to City and Contractor. Nothing in this Agreement, however, shall be construed to require renewal of this Agreement on any terms by either party.

**VI. Notice and Right to Cure.** A material default or material breach of this Agreement shall be defined as the failure of the parties to perform any material term, covenant, condition, warranty or promise of this Agreement required to be performed by the City or the Contractor.

In the event of any breach of this Agreement or any of its terms or conditions by either the City or the Contractor, such party shall, upon written notice from the other, proceed immediately to cure or remedy such breach, and in any event shall cure any such default or breach within 10 consecutive calendar days of the receipt of such notice, if such breach is of a nature that can be reasonably cured within such 10 day period. If such breach is of a nature that cannot be reasonably cured within such 10 day period, such party shall have commenced such cure and shall be diligently pursuing the same. In the case such action is not taken or is not diligently pursued, the aggrieved party may have available the remedies provided for, however, it is expressly agreed that a breach of this Agreement shall not entitle the parties to terminate this Agreement.

A notice, demand or other communication hereunder shall be deemed to have been sufficiently given by any party to another party under this Agreement when personally delivered, sent electronically, mailed by first class or registered or certified mail, postage prepaid, addressed to the City or the Contractor, as the case may be, and:

In the case of the Contractor, addressed to or delivered personally to:

Grow It Forward Inc.  
PO Box 562  
Manitowoc, WI 54221-0562

In the case of the City, addressed to or delivered personally to:

City of Manitowoc Community Development Director  
900 Quay Street  
Manitowoc Wisconsin 54220-4543

The above addresses may be changed at any time by the parties by notice given in the manner provided above. The parties further agree that electronically reproduced signatures such as by email are valid for execution or amendment of this Agreement.

**VII. No Liability to the City.** The City shall have no obligation or liability to any third party under contract or retained by the Contractor in the performance of the Contractor's obligations and responsibilities under this Agreement. The Contractor specifically agrees that no representations, statements, assurances, or guarantees will be made by the Contractor to any third party or by any third party which is contrary to this provision.

**VIII. Relationship of Parties.** Nothing in this Agreement nor any act of the Contractor or the City shall be deemed or construed to create any relationship of third party beneficiary, of employee or employer, of principal or agent, of limited or general partners, of joint venture, or of any association whatsoever between the parties hereto.

**IX. Inspection of Records.** The City shall have the right to inspect any and all records, contracts, financial statements, ledgers or written documents which relate to and are generated by the responsibilities and obligations of the Contractor hereunder, and which are expressly related to this Agreement. All records created under the scope of this agreement shall be the property of the City.

**X. Amendments.** This Agreement can only be modified or changed in writing if executed by the City and the Contractor.

**XI. Applicable Law.** This Agreement shall be deemed to have been made in Manitowoc County, Wisconsin, and shall be governed by, construed under, and enforced in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly to this Agreement, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin.

**XII. Date.** This Agreement shall be dated, effective and binding as of the date of the last execution.

GROW IT FORWARD INC.

CITY OF MANITOWOC, WISCONSIN

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Amber L. Daug, Chief Executive Officer

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Justin M. Nickels, Mayor

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Donna Firman, Interim Board Chair

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Deborah Neuser, City Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date