

## RESOLUTION 17-14

### AGREEMENT BETWEEN THE CITY OF MILLBROOK AND THE FARMER'S MARKET MANAGER

1. This Agreement is between The City of Millbrook (The City) and John B. Burns (Contractor) and is effective April 1, 2017 until August 31, 2017 unless further extended or terminated as provided herein.
2. Contractor acknowledges that performance hereunder is at-will as defined by the State of Alabama.
3. It is understood by the parties to this Agreement that the Contractor is an independent agent and is not subject to the city's policies insofar as they are defined in their Personnel Policy Manual or elsewhere.
4. Contractor agrees to give the City reasonable written notice of his intention to terminate this contract in order for the City to seek a replacement.
5. The Contractor shall be paid the sum of \$5,000 which amount will be payable on a monthly basis, on the last payday of the City's normal pay period. The Contractor shall be responsible for payment of all of his taxes and the City shall issue an IRS Form 1099 in January for the previous year's compensation.
6. The City will assume the cost of a bond in the amount of \$25,000.00.
7. The Contractor shall perform the duties as outlined in the Scope of Duties, attached hereto, and made a part hereof and shall employ his independent judgment and best efforts in the performance thereof.
8. This Agreement may be extended for an additional period by the City Council provided such extension is in writing and executed at least thirty (30) days prior to its termination.
9. All funds received hereunder by the Contractor shall be remitted to the City Treasurer at times and under procedures as he shall from time to time dictate.
10. This constitutes the entire Agreement between the parties.

**DONE AND ADOPTED** this 28<sup>th</sup> day of March, 2017.

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Michael Gay  
Council President

ATTEST

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Anita Weaver  
City Clerk

## **SCOPE OF DUTIES**

**Summary** Directs and coordinates activities of municipal farmers market by performing the following duties as an independent contractor.

**Essential Duties and Responsibilities** include the following:

Enroll farmers/vendors in the market, either through seasonal vendor agreements or as daily vendors.

Collect and accurately account for fees or monies due market and remit same or deposits same as required by City Treasurer.

Be present for vendor's arrival on market days and remain for the duration of its operation to:

Assign market stalls, enforce all rules and regulations, resolve disputes, answer questions from vendors and customers, maintain grounds in a safe and orderly manner, assist with market set up and breakdown, ensure market grounds are clean and free of trash once the market is closed

Act as liaison to the market's steering committee.

Communicate market policies, activities, and rules to vendors.

Relay suggestions from farmers to the market committee.

Assist committee with entertainment for market days, as well as sponsors for the entertainment.

Keeps records of sale prices, total sales volume, number of vendors, and any other information necessary to evaluate growth, profit, or loss.

Prepare market activity reports as required by management.

Conduct farm inspections as practical.

Work with market committee to plan for growth and development.

Assist with promotional and advertising programs, including special events.

Perform necessary duties associated with a new market, including conducting a growers meeting and other planning and coordinating activities.

Act as a liaison to the Alabama Farmers Market Authority and abide by and enforce AFMA policies.

CITY OF MILLBROOK

CONTRACTOR

By: \_\_\_\_\_  
Its: Mayor

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk