



# City of Foley, AL

407 E. Laurel Avenue  
Foley, AL 36535

## Signature Copy

Resolution: 13-0324-RES

File Number: 13-0719

Enactment Number: 13-0324-RES

A resolution authorizing the Mayor to enter into a Contract For Services for the Farmers Market Operations Manager (Heather Blankenship).

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Foley, Alabama, as follows:

SECTION 1: Authorizes Mayor Koniar to enter into a Contract For Services for the Farmers Market Operations Manager with Heather Blankenship.

SECTION 2: Appropriates \$60,000 for the Farmers Market Operations Manager salary.

SECTION 2: This Resolution shall become effective immediately upon its adoption as required by law.

PASSED, APPROVED AND ADOPTED this 15th day of May 2013.

President's Signature \_\_\_\_\_

Date \_\_\_\_\_

Attest by City Clerk Victoria Southern

Date 5-20-13

Mayor's Signature [Signature]

Date 5/24/2013



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President's Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Attest by City Clerk

Victoria Southern

Date

5-17-2013

Mayor's Signature

[Signature]

Date

5/17/2013

2 originals

COPY

COUNTY OF BALDWIN  
STATE OF ALABAMA

CONTRACT FOR SERVICES  
FARMERS MARKET OPERATIONS MANAGER  
FOR CITY OF FOLEY

This Contract for Services ("Contract") is entered into at Foley, Alabama by and between The City of Foley, Alabama, a municipal corporation ("City") and Heather Blankenship ("Agent").

- (1) Background. The City has obtained a grant for purposes of developing and maintaining a farmers market. The farmers market has been titled Coastal Alabama Farmers and Fisherman's Market. Agent represents and warrants to the City that he/she is capable of effectively managing and overseeing the farmers market. The Agent desires to act as an Independent Contractor on behalf of the City and perform designated services as more fully described in Section 4 below, and, the City desires to engage the Agent, but only on the terms and conditions as further set forth in this Contract.
- (2) Engagement. The City hereby engages the Agent as an Independent Contractor, and the Agent hereby accepts such engagement upon the terms and conditions set forth in this Contract.
- (3) Independent Contractor. The Agent will act as an Independent Contractor of the City in the performance of the Agent's duties under this Contract. The Agent will, therefore, be responsible for the payment of federal, state and local taxes arising out of or related to the Agent's work for the City. Nothing contained in this Contract shall constitute, or shall be deemed to constitute, the City and the Agent in the relationship of an employer/employee, master/servant, partners or joint ventures, it

being expressly understood and agreed that the only relationship between the Agent and the City shall be that of an Independent Contractor.

(4) Duties and Responsibilities of Agent. The primary duties of the Agent shall be to plan, develop, implement, organize, and manage a farmers market for the City of Foley. Other related duties for the City of Foley include, but are not limited to the following:

- a. Responsible for overall operations of the Coastal Alabama Farmers and Fisherman's Market and works with the Administration, Economic Development, and the Marketing Departments of the City of Foley to plan and manage operations.
- b. Manages and performs market set up and closing.
- c. Manages total operations for the leasing of space to vendors and assists vendors with design and merchandizing.
- d. Acts as main contact to handle vendor relationships and day to day vendor needs and inquiries to ensure lasting relationships and renewed business. This includes working with local farmers, local businesses, stakeholders, and other entities.
- e. Develops and maintains relations with adjacent business properties, community agencies, organizations, and local government.
- f. Manages the marketing, promotion, press releases, and public relations for the market.
- g. Creates and implement a strategic marketing plan for the market. This includes working with the Economic Development Director and City managers to make recommendations for day to day and long term marketing strategies.

- h. Develops, maintains and manages an effective volunteer base to assist in the operations of the market.
  - i. Obtains sponsorships and develops, organizes and coordinates fund raising events including developing and maintaining a calendar of events for the market.
  - j. Manages the operating budget including accounts receivable (rent/fee collection), accounts payables, tax preparation, etc.
  - k. Manages equipment inventory and maintenance of facilities.
  - l. Manages signage and directing of traffic.
  - m. Enforces operating rules and procedures.
  - n. Provides regular progress reports to City management and proposes policy changes as necessary.
  - o. Maintains an inventory of market facilities; maximizes the use of these facilities; encourages and oversees upgrades to the facilities and oversees construction of new facilities.
  - p. Determines on-site improvements to market area property, assisting with landscape renovations, oversight of signage/outdoor advertising program, and proposing plans for increased amenities.
  - q. Work with Economic Development Director and other City departments as necessary to ensure cohesion and cooperation opportunities.
- (5) Qualifications of the Agent. The Agent shall demonstrate knowledge, skills, abilities and experience in the following areas:
- a. Knowledge and experience in:
    - Development and management of farmers markets
    - Farmers market marketing, trends, and research;



- Familiarity with local farmers and business community;
  - Economic impact research and methodologies;
  - Business and contract planning;
  - General financial management including budgets, purchasing, etc.
- b. Skills and ability to:
- Market the farmers market, facilities, and events;
  - Facilitate contracts with vendors and/or event organizers;
  - Interact with farming community and the local business community;
  - Provide presentations to organizers, civic groups and the business community;
  - Develop clear and concise reports for management, stakeholders and partners;
  - Coordinate marketing and print material;
  - Capture and analyze relevant performance data and trends;
  - Operate a personal computer;
  - Provide proof of insurance and a license for operating a motor vehicle;
- c. Experience:
- Degree in Marketing, or related field;
  - Three (3) years of experience in marketing, tourism, or related field;
  - Established network and relationships with local farmers, businesses and professionals in Foley, Alabama and nationally;

- Any equivalent combination of experience and training which provides the knowledge and abilities necessary to perform the work will be considered.

- (6) Term. The Agent's engagement begins on ~~June 1~~<sup>5/28</sup>, 2013 and, unless sooner terminated, will expire on ~~June 1~~<sup>5/28</sup>, 2014. The Initial Term shall be for 12 months and considered for renewal for additional, consecutive terms ("Renewal Term(s)"), at the discretion of the Foley City Council unless or until the engagement is terminated as provided in Section 11. The Initial Term and Renewal Term(s) are collectively designated as the "Term."
- (7) Compensation. The City will pay the Agent a fee of \$60,000.00 for the term of this engagement. This will be provided by a \$2,000.00 payment up front, with the remaining fee of \$58,000.00 provided in bi-weekly payments during the term of this agreement.
- (8) Agent Acknowledgment. The Agent acknowledges and understands that the Agent is an Independent Contractor and is not entitled to participate in any plans, arrangements, or distributions pertaining to or connected with any pension or other deferred compensation plan, health, life or disability insurance programs, or any other fringe benefits, which the City from time to time, provides to its employees. The Agent shall be solely responsible for all costs incurred for health/life insurance on the Agent's behalf. The Agent shall be solely responsible for making all federal, state and local tax deposits relating to compensation received as result of the Agent's relationship with the City, and the Agent shall hold the City harmless from and against any and all tax liability relating thereto.

- (9) Expenses. Unless approved by the City, City shall not be liable to the Agent for any expenses incurred by the Agent, and the Agent shall have no authority to bind the City by any promise or representation, including those related to expenses, unless specifically authorized by the City. With the City's prior approval, the Agent may be reimbursed for certain expenses incurred or paid by the Agent in performing the Agent's duties under this Contract and in accordance with the City's Purchasing and/or Travel Policy(s).
- (10) Termination. The City may terminate this Contract at any time during the Initial Term based on the Agent's failure to provide services hereunder in accordance with the City's standards or upon the Agent's breach of any term of this Contract. The City may terminate this Contract at any time during any Renewal Term. The City must provide the Agent with thirty (30) days' advance written notice prior to his/her termination at the Agent's address below or at such other address as the Agent hereafter designates in writing.
- (11) Assignment. The Agent may not assign this Contract, or any obligations under this Contract, without the express prior written permission of the City. The city may assign its rights and obligations under this Contract. In the event the Agent assigns this Contract, the Assignee may be required to execute a similar contract.
- (12) Insurance. The Agent shall be covered under the City's Workers Compensation insurance and shall provide proof of automobile insurance coverage.
- (13) Severability. In the event that any provision or term of this Contract is deemed by a Court of competent jurisdiction to be illegal or unenforceable, the City and the Agent hereby agrees that such terms or provision shall be deemed severed from this



Contract and the remaining terms and provisions of this Contract shall remain in full force and effect.

- (14) Governing Law. This Contract is entered into in the State of Alabama and shall be governed under the laws of the State of Alabama.
- (15) Entire Agreement. This Contract represents the entire agreement between the City and the Agent, and the Agent represents and acknowledges that he/she is not relying on any representation or promise from the City that is not specifically referred to in this Contract.
- (16) Amendment. This Contract may not be modified or amended except by a writing duly signed by both parties hereto.
- (17) Notice. All notices, demands and communications required, desired or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given, on the date received, if delivered personally, or on the third day after mailing, if sent by registered or certified mail, return receipt requested, postage prepaid and addresses to the parties set forth below or to such other person at such location as either party hereto subsequently designates in writing.

The City of Foley:

John E. Koniar, Mayor  
P. O. Drawer 1750  
Foley, Alabama 36536-1750  
Phone: 251-943-1545

The Agent:

*Heather Blankenship*

Phone:

270-226-3174

The parties hereto have executed this Contract for Services on this the 9 day of May, 2013.

SPC/SLP  
Comm Exp: 12/5/2015

THE "CITY"

The City of Foley, Alabama

\_\_\_\_\_  
John E. Koniar, Mayor

ATTEST:

\_\_\_\_\_  
Victoria Southern, CMC  
City Clerk

THE AGENT:

\_\_\_\_\_  
[NAME]

STATE OF ALABAMA)  
COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that John E. Koniar and Victoria Southern, who hold the positions of Mayor and City Clerk, respectively, with the City of Foley, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date with the authority and intent to bind the City of Foley.

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

(SEAL)

STATE OF ALABAMA)  
COUNTY OF BALDWIN)

*Heather Blauvelt*

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Heather Blauvelt as "Agent" whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand this 9<sup>th</sup> day of May, 2013.

(SEAL)

*Joan M. H.*

NOTARY PUBLIC

My Commission Expires: 12/15/2015

*Cellarway County, KY*