

PES ACTION: FARMERS' MARKET

At their June 2, 2011 meeting, the Village Board of Trustees established the Farmers' Market Committee for the purpose of organizing and running a farmers' market.

In 2012, a lease agreement was signed between the Village of Irvington and the Irvington Union Free School District for the use of their parking lot for the Farmers' Market.

The Farmers' Market is run by volunteers, appointed by the Village Board of Trustees, and is self-supporting. All revenues and expenses are paid through Village accounts.

The manager of the Farmers' Market is hired and paid for by the proceeds of spaces rented by vendors. (see Exhibit "A")

The market runs every Sunday from 9AM – 1:30PM during June through November.

Website for Farmer's Market: <http://irvmkt.org/>

**CONSULTANT AGREEMENT
FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT is entered into this ___ day of _____, 20__ by and between Pascale Le Draoulec, of 56 Sheldon Place, Hastings-on-Hudson, New York, hereinafter referred to as "CONSULTANT" and the Village of Irvington, New York located at 85 Main Street, Irvington, New York 10533, hereinafter referred to as "OWNER"; and

WHEREAS, the Village of Irvington intends to enter into a contract with the CONSULTANT for the purpose of furnishing certain consulting services in connection with the OWNER'S Management of the Irvington Farmers' Market; and

WHEREAS, the CONSULTANT has represented that she possesses sufficient professional skills and experience to perform said services in a complete, timely and professional manner;

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

I. **SCOPE OF WORK**

The CONSULTANT shall perform in a proper manner, satisfactory to the OWNER, the scope of services identified in Exhibit "A" attached hereto and incorporated herein.

II. **TIME OF PERFORMANCE**

The services to be performed hereunder shall commence June 1, 2019 and shall be completed on April 30, 2020.

III. **COMPENSATION AND PAYMENT**

For satisfactory performance of the services described above, the OWNER shall pay to the CONSULTANT at the rate of \$950 per market from June 1, 2019 through August 31, 2019 and \$1,050 per market from September 1, 2019 through April 30, 2020. The CONSULTANT shall submit an invoice for payment on the 15th and 30th of each month. The OWNER shall release payment to the CONSULTANT within 30 days of receipt of an approved invoice.

IV. **COMPLIANCE WITH LAWS**

The CONSULTANT shall observe and abide by all applicable laws, ordinances and regulations of federal, state and local governments, in connection with the work performed hereunder.

V. **SUBCONTRACT AND ASSIGNMENT**

This Agreement may not be assigned or subcontracted, without the prior written consent of the OWNER. Approval by the OWNER of any subcontractor shall not relieve the CONSULTANT of any liability or responsibility for the proper performance of the work under this Agreement.

VI. **INSPECTIONS**

All work performed by the CONSULTANT shall be subject to the quality inspection and approval by the OWNER at all times, but such approval shall not relieve the CONSULTANT of responsibility for the proper performance of the work.

VII. **TERMINATION FOR CONVENIENCE**

The OWNER shall have the right at any time to terminate this Agreement in whole, or in part, by written notice to the CONSULTANT. Upon receipt of this notice the CONSULTANT shall immediately discontinue performance.

In the event of termination for convenience the OWNER shall pay the CONSULTANT for all work completed to date. However, in no event shall the OWNER be obligated to pay more than the Agreement value less any previously paid fees.

VIII. **DEFAULT**

Should the CONSULTANT breach any provisions of this Agreement the OWNER shall have the rights and remedies provided by law or under these terms and conditions.

The OWNER shall have the right at any time to terminate this Agreement in whole, or in part, if the CONSULTANT fails to perform any of its obligations or if the CONSULTANT fails to give the OWNER assurance of adequate performance within ten (10) working days after written request by the OWNER for assurances.

In the event of such breach of the Agreement by the CONSULTANT, the OWNER may:

- a. declare the CONSULTANT to be in default,
- b. cancel this AGREEMENT in whole or in part,
- c. withhold payment of any further funds which may be due the CONSULTANT until the default is corrected, and/or
- d. pursue any and all other remedies afforded by law.

If the termination is brought about as a result of unsatisfactory performance on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by determining a percentage of work completed by the CONSULTANT and acceptable to the OWNER, of the total amount of work contemplated by this Agreement.

IX. INDEMNIFICATION

The CONSULTANT shall be responsible for all damage to life and property due to negligent activities of the CONSULTANT, her subcontractors, agents or employees in connection with her services under this Agreement. The CONSULTANT specifically agrees that her Subcontractors, agents, or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform. Further, it is expressly understood that the CONSULTANT shall indemnify and save harmless the OWNER, from claims, suits, actions, damages and costs of every name and description resulting from the negligent performance of the services of the CONSULTANT under this Agreement, and such indemnity shall not be limited by reason of enumeration of any insurance coverage herein provided. Negligent performance of services, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT'S failure to meet professional standards and resulting in obvious or patent errors in the progression of her work.

X. INSURANCE REQUIREMENTS

The CONSULTANT is required to carry a general liability insurance policy with limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate. The Village of Irvington shall be named as an additional insured, and a certificate of insurance must be provided to the Village.

XI. INDEPENDENT CONSULTANT

The CONSULTANT shall perform services in accordance with the terms and conditions of this Agreement as the OWNER'S independent consultant, shall be responsible for the means and methods used in performing services under this Agreement and is not a joint-venturer with the OWNER. The OWNER shall be the general administrator and coordinator of the CONSULTANT'S services for the Project.

XII. RECORDS

The CONSULTANT shall maintain all records (fiscal and other) on file in legible form. A copy of these shall be available to the OWNER by the CONSULTANT.

All drawings, specifications, reports, information or data prepared by or furnished to the CONSULTANT in connection with any or all work to be performed under this Agreement shall be the property of the OWNER and shall be immediately forwarded to the OWNER upon request.

XIII. PARTIAL INVALIDITY

If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

XIV. TRANSFERABILITY OF INTEREST

The CONSULTANT shall not assign, sublet, or otherwise transfer its interest in this Agreement without written consent of the OWNER. The CONSULTANT shall not subcontract any portion of this Agreement without the prior written consent of the OWNER.

XV. GOVERNING LAWS

The validity or construction of this Agreement, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of New York.

XVI. SUPPLEMENTS TO AGREEMENTS

The following exhibits supplements or addendums form an integral part of this Agreement.

Exhibit "A" - Scope of Services

XVII. ENTIRE AGREEMENT - AMENDMENTS

This Agreement constitutes the whole agreement between the parties with respect to the subject matter contained herein and there are no terms other than those contained herein. No modification or amendment of this Agreement shall be valid unless in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

Village of Irvington
(OWNER)

Pascale Le Draoulec
(CONSULTANT)

Lawrence S. Schaffer
Name

Name


Signature

Signature

Village Administrator
Title

Title

EXHIBIT A

SCOPE OF SERVICES

The Scope of Services of the CONSULTANT includes:

Organizing, arranging for, and supervising the Irvington Farmers Market, in accordance with the Rules and Regulations for the Village of Irvington Farmers Market dated July 2011 (“Rules and Regulations”).

Selecting vendors to participate in the Irvington Farmers Market in accordance with the Farmers Market Vision Statement, as stated in the Rules and Regulations.

Obtaining all necessary contracts, copies of licenses, proof of insurance, and payment from vendors who participate in the Irvington Farmers Market.

Performing site inspection of farms to determine compliance with the Rules and Regulations.

Maintain a written/electronic record of all weekly revenue and expenses in the format provided by the market committee.

Provide deposit detail to accompany cash/check proceeds in the format provided by the market committee.

Assisting with marketing the Irvington Farmers Market.

Maintaining a weekly blog/newsletter.

Maintaining the calendar for the Farmers Market.

The Farmers Market Coordinator or a substitute coordinator will be at the Farmers Market site every Sunday during each season. The Coordinator must arrange for and pay a substitute coordinator when she is not able to attend herself. In the event a substitute coordinator is not provided, the Farmers Market Coordinator will not be paid for any Sunday she is absent.

In the event the market is cancelled due to weather, the Coordinator will receive her market fee regardless.

Rules and Regulations for the Irvington Farmers Market July 2011

MISSION STATEMENT:

"The purpose of the Irvington Farmers' Market is to provide the community with fresh, local produce direct from field to table. For purposes of this market, "local" is defined as "within 200 miles of Irvington." The market is primarily food (not craft) oriented and offers the opportunity for village restaurants and food shops to sell prepared takeaway dishes also showcasing, whenever possible, local ingredients. All goods, whether from farmers or local vendors, should be fresh and of the highest quality. The market should bring together Irvington neighbors and serve as a friendly gathering place for the community, with wholesome activities for kids and low-key entertainment. Local artists and artisans are invited to participate on a limited basis and pending committee approval."

1. **Dates:** the summer/fall market shall be open Wednesdays from May 21 through late October (weather permitting) RAIN or SHINE. If foul weather puts a market day in question, vendors should call Pascale Le Draoulec's cell (914) 806-3380 by 10 a.m. day of market. All vendors must be set up and ready to sell by 3:30 p.m. and are asked to stay at the market until closing – (7:30 p.m.) unless permission is granted by the market manager to leave early. Vendors may not arrive before 2:00 p.m. except during July and August, when they may not arrive before 1:30 p.m.
2. **Stalls:** Space is allotted to vendors in 10 ft. by 10 ft. increments. Market manager and/or committee will assign stall locations taking into consideration each vendor's particular needs. Space requirements may change as the season progresses and the market manager will do her best to accommodate vendors' changing needs. Prices are \$60 per week per tent. However, fees are reduced to \$50 per day if you pay a month in advance - payment due on first Wednesday of every month. If the Farmers Market is canceled, the rent will be applied to the next month owing.
3. **Signage:** "LOCAL" is our trademark. Toward that end, all farmers MUST display an appropriate sign, which states the name and the location of the farm. Vendors must display prices for ALL items sold and such pricing should be clear and easy to read. Chalkboards and dry erase boards are preferable to paper signs. If you run out of an item during the day, please scratch it out rather than erasing it so that first-time shoppers see what it is they missed out on!
4. If eligible, produce and fruit vendors MUST have signs saying they offer WIC coupons.
5. **Workers' Compensation Insurance:** all vendors are responsible for maintaining Workers' Compensation Insurance for their hired workers.

6. Invoices: To reduce paper waste we prefer you pay by check or cash on market day.
7. Liability insurance: All vendors are required to carry a liability limit (including both general and product liability) of at least \$1,000,000 per occurrence and \$2,000,000 aggregate. The Village of Irvington & Irvington Union Free School District must also be named as additional insured as well as Pascale Le Draoulec.
8. Cleanliness: Vendors are responsible for keeping their stall area tidy and appealing as well as safe during market hours. Vendors must remove all garbage and recyclables. They must leave their stall broom-clean taking with them all cardboard boxes, wooden crates etc. upon departure.
9. Scales: vendors are required to have their scales certified by the NYS dept. of Weights and Measures or other applicable governing agency for Westchester County. Vendors selling by volume must use standard size containers, such as pint, quart, etc.
10. Sales tax: vendors must charge sales tax for bedding plants and non-food items
11. Pesticides and crop/product information: Occasionally, customers have questions about pesticide use so it's important that at least one staffer in a stall be knowledgeable about the farm/producer's use of pesticides and chemicals. In the absence of that, vendors should provide market manager with pesticide information in writing, so that she may, in turn, answer such questions on market day if no one at your stall can. Since vendors have the personal rapport with shoppers, it makes sense that the information comes directly from vendors.
12. Products: The Farmers Market is principally for the sale of food. Ninety percent of the products offered for sale must be produced by the seller on lands or in production facilities they own or operate. For variety's sake, and as a way to get more merchandise into the market, we allow each vendor to sell up to 10 percent of "other" products from neighboring farms and not from wholesale markets. Market manager must approve these 10 % items in advance and they must bear labels indicating their provenance/origin.
13. All packaged items (and baked goods) must be labeled with the following information: name, address of seller, weight and list of ingredients. Vendors selling baked and processed foods must provide the market manager with a 20-C Food Processing License from the NYS dept. of Ag and Markets Division of Food & Safety Inspection. Office # (518) 457-5459. Retail bakers must provide a copy of their health department inspection and certificate.

The seller must make baked goods from scratch. No commercial mixes, crusts or fillings are allowed. Processed food products: though this is difficult to enforce, the

committee would rather the seller grow 50 percent or more of the primary ingredients.

Fruits & vegetables must be grown, harvested and cared for post-harvest by vendors. Overripe fruit (such as sauce tomatoes, etc.) must be labeled as such.
Meat & Poultry must be state or USDA inspected
Dairy, milk and eggs must be kept in coolers at a maintained minimum temperature of 45 degrees.

Goods should be displayed AT LEAST 18 inches off the ground. (We are a dog friendly market.)

Ciders and juices must be sold by growers of the fruit. Fruits may be pressed off the farm of the grower. Name and address of the mill used must be provided on the crop plan.

Bedding plants and cut flowers must be grown on seller's farm.

Organic produce may not be advertised as organic unless it has been certified as organic by a recognized independent third-party certifying agency.

14. NO TRANS FATS ARE ALLOWED AT THE MARKET – PERIOD.

If you have a product that contains trans fats you are not allowed to sell it at the Irvington Farmers Market. This will be strictly enforced.

15. Grievance procedures:

If a seller lodges a complaint against another seller, he must do so in writing and must put up money (\$50) to pay for an investigation. If the complaint proves legitimate, the money will be returned. The money is forfeited if the complaint turns out to be frivolous.

In an attempt to keep the market experience as pleasant and upbeat as possible please direct all complaints to Pascale Le Draoulec on off-market days either by phone or email. Cell (914) 806—3380 and pascale.eatmywords@gmail.com

16. All farmers must provide a crop plan. We understand that these plans cannot be set in stone due to unforeseen circumstances. If seller plans to bring an unexpected crop, or does not have a promised crop, he/she must notify market manager as soon as possible so that manager may a) approve and promote the new product and b) find alternate sources for missing product.

17. The market manager has the right to re-rent the stall space to a daily renter if a seasonal seller will be absent on any market day. No sub-letting of stall space is permitted. Vendors are entitled to one absence per season. (They will not be charged for that absence provided they give at least two weeks notice.)

18. Vendors may bring dogs – but they must be kept on a leash at all times, in accordance with Village law.
19. No smoking is permitted at the market. If you need to take a cigarette break, please do so away from the market.
20. Vendors shall conduct themselves in a courteous and professional manner with other vendors, market personnel and market patrons. Failure to do so is cause for immediate removal from the market.
21. Have fun!