



CONTRACT FOR Farmers Market Managing Services

Contract for Services: This Contract for services is made and entered into the 1st day of January 2024 by and between The Village of Homewood and Nicole Fisher.

This Agreement for services is effective January 1, 2024 to December 23, 2024 by and between Village of Homewood, hereinafter known as the “Village,” and Nicole Fisher, hereinafter known as “Farmers Market Manager” for management of the Homewood Farmers Market for the 2024 market season.

The Farmers Market Manager will be responsible for all aspects of coordinating the Saturday Farmers Markets, and the Winter Farmers Market for Homewood.

The Farmers Market Manager will work directly under the Events Manager, vendors, nonprofits, and other Village staff (for entertainers and other needs) to provide the best farmers market experience for attendees.

Term: This Contract performance is for the on-site management of twenty six (26) Farmers Market dates further detailed below unless sooner terminated as provided in this agreement.

- Fifteen (15) of the twenty one (21) Saturday Farmers Markets, assuming the season starts on Saturday May 25, 2023 (Memorial Day weekend) and operates through Saturday, October 12, 2024.
- Five (5) Saturday Winter Farmers Markets (January 27, 2024; February 17, 2024; March 30, 2024, April 27, 2024 and December 7, 2024).

Duties of Farmers Market Manager: The Farmers Market Manager shall provide the services set forth in the *Statement of Work*, attached as *Exhibit A* and such other services as the parties may hereafter agree to in writing.

Duties of the Village of Homewood: The Village of Homewood will provide clear and clean venues for Farmer Market events.

Total Compensation Consideration: The Farmers Market Manager will receive \$19,450 to operate the twenty six (26) Farmers Markets in 2024. From this stipend, the Farmers Market Manager is responsible for all market operating costs and any associated costs required to successfully oversee and manage the Farmers Markets.

Additional Consideration: Depending on demand, if the Village decides to extend the Farmers Market for a single additional session past the (26) Markets. The Village will compensate the Market Manager an additional \$200 for this extended single session.

Proration for Markets: If the Village conducts fewer than twenty six (26) market events during 2024, the Village may prorate the final compensation payment to reflect the actual number of market events conducted.

Compensation: Payment for services will be made on the following schedule:

- 25% of the total compensation will be paid to Market Manager at the first market of the season (1/27/2024).



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- 25% of the total compensation will be paid to Market Manager at the 5/25/2024 market.
- 25% of the total compensation will be paid to Market Manager at the 8/10/2024 market.
- 12.5% of the total compensation will be paid at the last market of the season (10/12/2024).
- 12.5% of the total compensation will be paid at the last market of the season (12/7/2024).

Cancellation:

Either party may cancel this contract without cause with 30-days written notice. If either party cancels the contract before the last scheduled market, payment to the Farmers Market Manager will be prorated based upon the number of markets supported by the Farmers Market Manager. The Village may at any time cancel this contract immediately for cause.

Successors and Assignees: This Contract shall be binding on, ensure to the benefit of the parties and their respective successors and assignees.

Governing Law: This Contract shall be governed by Illinois law. The parties agree that the venue for any action to enforce this agreement shall be the Circuit Court of Cook County, Illinois.

Waivers and Amendments: This Contract may only be amended by a written instrument executed by both the parties. The failure of any party to require performance of any provision hereof shall not affect its right at a later time to enforce the same.

Independent Contractor: The Village and Nicole Fisher understand and agree that the Farmers Market Manager shall have full control of the ways and means of performing the work referred to in this agreement and that the Farmers Market Manager and anyone hired by her to assist with the performance of this agreement are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Farmers Market Manager and any party employed by the Farmers Market Manager bears the relationship of an independent contractor.

Entire Contract: This Contract sets forth the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, arrangements and understanding, written or oral, relating to the subject matter hereof.

Invalidity: The invalidity or lack of enforceability of any provision of this Contract shall not affect the validity and continuing effectiveness of any provision.

Headings: The headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

Counterparts: This Contract may be executed simultaneously in several identical counterparts, and each shall be deemed an original but all of which together shall constitute on and the same instrument. In making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart.



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Notice: Notices under this Agreement shall be sent:

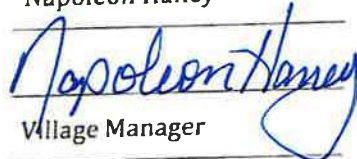
To the Village:
Napoleon Haney
Village Manager
Village of Homewood
2020 Chestnut Rd.
Homewood IL 60430

With a copy to:
Christopher J. Cummings
Village Attorney
2024 Hickory Rd., Suite 205
Homewood IL 60430

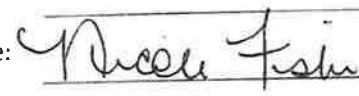
To the Farmers Market Manager:
Ms. Nicole Fisher
1525 Carson Court
Homewood Il 60430
Email: farmersmarket@homewoodil.gov
Phone Number: (708) 674-2802

Nicole Fisher and the Village of Homewood executes this Contract as of the date and year first written above.

VILLAGE OF HOMEWOOD

By: (printed) Napoleon Haney
Signature: 
Title: Village Manager
Date: January 1, 2024

FARMERS MARKET MANAGER

By: (printed) Nicole Fisher
Signature: 
Title: Farmers Market Manager
Date: 1/23/2024



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Exhibit A

STATEMENT OF WORK

The Farmers Market Manager will work directly under the Homewood Events Manager, vendors, nonprofits, and other Village staff (for entertainers and other needs) to provide the best farmers market experience for attendees.

MARKET OPERATIONS

On-site management of the Homewood Farmers Market during the 2024 season.

- Plan all Saturday, Holiday Markets, and Winter Indoor Farmers Market.
- Assist the Village in event logistics.
- Responsibility for market set-up and breakdown.
 - Coordinate with Farmer's Market team and volunteers on assistance for Market pre-opening setup.
 - Village to clean area Fridays.
 - Farmer's Market team and volunteers to clean-up after breakdown
 - Recruit, train, schedule, and manage additional market support staff/ event crew personnel and volunteers.
- Maintenance of facilities and supplies, ensuring customer satisfaction, resolving complaints, responding to emails and phone calls and providing general aid as appropriate.
- On site management of twenty six (26) Farmers Market dates:
 - Fifteen (15) of the twenty one (21) Saturday Farmers Markets, assuming the season starts on Saturday May 25, 2024 (Memorial Day weekend) and operates through Saturday, October 12, 2024.
 - Four (5) Saturday Winter Farmers Markets (January 27, 2024; February 17, 2024; March 30, 2024, April 27, 2024 and December 7, 2024).
- Unforeseeable Absences for Farmers Market Manager
 - In the event the Market Manager becomes ill and is unable to physically provide onsite oversight and management for the Farmers Markets, the Event Manager will provide backup support of onsite management for up to eight (6) Farmers Market dates. The Market Manager will still be responsible for pre-coordination of the markets and will ensure that all support functions required for a successful market are in place.
- Set up and staff a welcome booth tent, table, and display, provide information to customers.
- Coordinate vendor parking/setup to ensure vendors are in the correct space.
- Monitoring Homewood Farmers Market performance metrics and reporting to the Village, both on an ongoing basis during the market season and in an end-of-year report.
- Work with the Village to generate P&L statements.
- Maintain inventory of farmers market materials and event trailer
- Farmers Market Manager will be required to share all vendor and entertainment information for each market at least one week prior to the upcoming market. The Events Manager will provide a document to maintain communications.



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GENERAL MARKET SUPPORT

- Setting and implementing appropriate vendor fees and policies for the Homewood Farmers Market, and communicating to vendors regarding fees, insurance, taxes, public health permits, and all other requirements.
- Acting as primary contact for the Homewood Farmers Market with the Cook County Department of Public Health and assisting vendors as necessary in obtaining required approval.
- Work with the village to review, update, or create market rules, strategies for future growth.
- Maintaining a master schedule for vendors and events.
- Actively recruit new vendors to expand the variety of products for sale.
- Develop and maintain good relationships with staff, volunteers, vendors, customers, and the community.
- Manage implementation of an online Farmers Market management system.
- Maintain clear emergency procedures in place for accidents, medical emergencies, safety or crime issues, severe weather, or natural disasters.
- Maintain a chain of command and a phone tree in case communication is compromised by power outages or evacuations.
- Attend Farmer Marketing Training courses and keep updated on industry best practices.
- Develop evaluations to assess the strengths of the Farmers Market and to identify areas of improvement.
- Develop new initiatives to support the strategic direction of the Farmers Market.
- Provide content to Village staff to promote the Farmers Market through social media, digital assets, e-newsletters, community outreach and other forms of communication. All content should be to the Communication Specialist one week prior to each market.

CANCELLATION

Either party may cancel this contract without cause with 30 days written notice. If either party cancels the contract before the last scheduled market, payment to the Farmers Market Manager will be prorated based upon the number of markets managed by the Farmers Market Manager. The Village may cancel this contract immediately for cause.