

GOVERNMENT OF GUAM
OFFICE OF THE GOVERNOR
AGANA, GUAM

EXECUTIVE ORDER NO. 68-21

FARMERS MARKET

WHEREAS, Section 12230, Government Code of Guam authorizes the Department of Agriculture to maintain and operate under its control a public market or markets for Guam farm products; and

WHEREAS, in accord therewith to adopt such rules and regulations subject to the approval of the Governor, as may be necessary or desirable; and

WHEREAS, such market shall be maintained and operated at all times in a sanitary and orderly manner, beneficial to both producers and patrons alike; and

WHEREAS, producers and sellers desiring to use space within such market to display or sell their produce shall be required to pay a uniform fee based on the amount of space used and the extent of such use; and

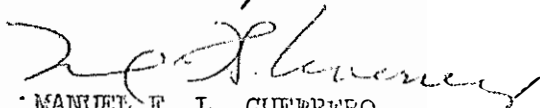
WHEREAS, the Government of Guam desires to contract the services of the Guam Farmers Cooperative Association for the operation of the Guam Farmers Public Market; and

WHEREAS, the granting of such contract would be for the best interest of the Government in providing improved service to the Department; and

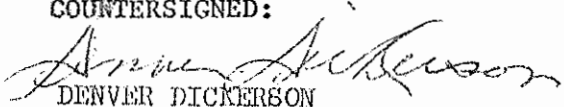
WHEREAS, the Guam Farmers Cooperative Association by virtue of an agreement with the Government of Guam shall have the power and authority to fully exercise the provisions of such agreement including, but not limited to price ceilings on items, or produce for sale and the collection of monies for payment of space.

NOW, THEREFORE, by virtue of the foregoing, the operation of the Farmers Market with its rules and regulations by mutual agreement are hereby approved and promulgated by executive order, and shall be in force and effect effective 23, September, 1968. All prior rules and regulations are superseded by this order and shall be of no further force or effect.

Dated at Agana, Guam, this 20th day of September, 1968.


MANUEL F. L. GUERRERO
Governor of Guam

COUNTERSIGNED:


DENVER DICKERSON
Secretary of Guam

W.W. Small
69-

AGREEMENT

THIS AGREEMENT, entered into this 26th. day of September, 1968 by and between the Government of Guam, hereinafter referred to as the "Government", and the Guam Farmers Cooperative Association, hereinafter referred to as the "Co-op".

WITNESSETH

THAT WHEREAS, the government, in the best interest of providing improved service in the operation of the Farmers Market is desirous of contracting with the Co-op for such operation; and

WHEREAS, authorization for such an agreement is set out in Section 650.32, Civil Code of Guam.

NOW, THEREFORE, in consideration of the foregoing and terms and conditions herein set forth, the parties agree as follows:

I

The Government agrees:

1. To lease the Guam Farmers Public Market including parking area to the Co-op for a period of ten (10) years at One Dollar (\$1.00) a year, renewable every year. Such building is situated on Lot No. 1361-1-B, Agana, Guam, fronting West O-Brien Drive, Agana, Guam.
2. To grant a maximum of twenty (20) vending stalls to the Co-op for sale of their produce unless other stalls are not in use.
3. To generally maintain building and grounds.

II

The Co-op agrees:

1. To pay all utility costs to the Public Utility Agency of the Government of Guam.
2. To operate the Guam Farmers Public Market in strict conformity with the Department of Agriculture "Farmers Market-Standards for Operation," attached hereto which is specifically incorporated in and made a part of this lease.
3. That prices to be charged in the market shall reflect changing market condition set by the Co-op and/or subject to the approval of the Director of Agriculture.
4. To be responsible for the cleanliness and sanitation in the building at all times.
5. That the Co-op hereby waives all claims against the government for damages to goods, wares and equipment in, upon or about the premises

leased and for injuries to persons in or about said premises, from any cause arising at any time, and the Co-op will hold the government exempt and harmless from any damage or injury to any persons, or to the goods, wares and equipment of any person arising from the use of the premises, or from the failure of the Co-op to keep the premises clean as herein provided.

6. To obtain necessary insurance for protection against damages and injuries to person in or about the premises.

7. To sell only produce grown by the Co-op members on their vending stalls.

It is mutually agreed:

1. That the Co-op will make daily collection for use of stalls.

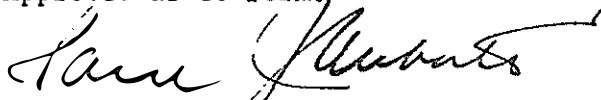
2. That the Government may, by 60 days notice to the Co-op terminate this agreement, either for the convenience of the Government or default of the Co-op.

3. That the Government may terminate this agreement without notice upon lack of compliance with the "Farmers Market-Standards for Operation" attached hereto.

4. That this agreement may be terminated at any time by mutual agreement of the parties prior to its expiration.

IN WITNESS WHEREOF, the parties hereby execute the agreement.

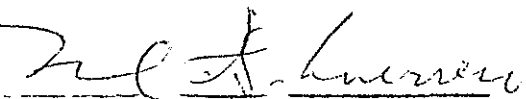
Approved as to Form:



PAUL J. ABBATE
Attorney General

Date: SEP 6 1968

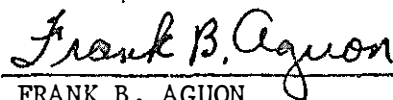
APPROVED:



MANUEL F. L. GUERRERO
Governor of Guam


Date: SEP 20 1967

GOVERNMENT OF GUAM

By: 
FRANK B. AGUON
Acting Director of Agriculture

Date: Sept. 6, 1968

GUAM FARMERS COOPERATIVE ASSOCIATION

By: 
JOSE C. QUINTANILLA
President, Board of Directors
Guam Farmers Cooperative Association

Date: Sept. 5, 1968

GOVERNMENT OF GUAM
DEPARTMENT OF AGRICULTURE

FARMERS MARKET - STANDARDS FOR OPERATION

The Department of Agriculture pursuant to Section 12230, Government Code of Guam is charge with the responsibility for the maintenance and operation of the Farmers Market for the Territory's farm products. The section further specifies that the market must be maintained and operated at all times in a sanitary and orderly manner, beneficial to both producers and patrons alike. That producers and sellers desiring to use space within such market to display or sell their produce shall be required to pay a uniform fee based on the amount of space used and the extent of such use.

Market Days and Hours. The Market will be open daily from Monday through Saturday from 7:00 a.m. to 9:00 p.m., and Sunday from 10:00 a.m. to 9:00 p.m. The above days and hours are subject to change.

Fees for Use of the Market. Stall space shall rent for 50 cents a stall per market day Monday through Thursday and Sunday; 75 cents a stall per day on Fridays, Saturdays, and legal holidays. A fee of two and one-half per cent (2 1/2%) of the amount received in sales will be charged for meat, poultry and fish. All fees shall be due on the day the Market is used.

Produce for Sale. Only local fresh fruits, nuts, vegetables, root crops, and eggs may be sold in the stalls. Only local fresh meat and fish may be sold in the enclosed room, and must be kept iced down under sanitary conditions. The sale of off-island produce, meat or fish is prohibited.

Quality, Display and Sorting. Produce in stalls be arranged in a neat, attractive manner with produce of varying quality separately placed. Produce of inferior quality shall be separately displayed and appropriately priced.

Produce that is over-ripened, dried or unsuitable for human consumption shall not be displayed or offered for sale.

Vendors. Vendors selling fresh unprocessed fruits, vegetables, nuts or eggs are required to have health certificates. Anyone with evidence of any communicable disease will not be allowed in the market. All vendors shall wear clean clothes and shall keep their hands clean.

Cleanliness of the Market. It is the responsibility of those using the Market to keep it clean. Vendors must not throw refuse in or around the Market. Refuse must be put in the garbage cans provided. Each vendor is expected to keep the area around his stalls clean at all times. Any person who creates or leaves an unsanitary condition may be barred from future use of the Market.

Disposal of Boxes, Garbage, Etc. All waste of any kind must be placed in the garbage cans provided. Empty boxes or cartons should be stacked neatly in the cabinets under the stalls.

Washing Cars, Etc. At no time may the Market facilities be used for washing cars, or other activities unrelated to the selling of farm produce.

Prices. The maximum price that may be charged for produce or any other product sold at the Market shall be set by the Co-op in cooperation with the Director of Agriculture. The approved price list shall be displayed in a prominent place in the Market. The price list shall be revised from time to time to reflect changing market conditions. Vendors charging in excess of the posted prices shall be denied further use of Market space.

Frank B. Aguon

FRANK B. AGUON

Acting Director of Agriculture

Date: Sept. 6, 1968

GUAM FARMERS COOPERATIVE ASSOCIATION

RESOLUTION

WHEREAS, the Guam Farmers Cooperative Association is a duly incorporated entity formed on November 10, 1964 for the purpose of acquiring, handling, and marketing its agricultural products; and/or any of the products derived therefrom of its members; to produce for use by its members supplies, machinery, and equipment; and to engage in any agricultural activity on cooperative basis; and

WHEREAS, the Guam Farmers Cooperative Association's primary function is to render services to its members and the general public; and


WHEREAS, the Guam Farmers Cooperative Association is desirous of operating the Guam Farmers Public Market; and

WHEREAS, it is the intention of the Guam Farmers Cooperative Association to utilize the facilities of the Guam Farmers Public Market to the fullest extent possible so as to provide the consuming public with a wide range of better quality produce at a reasonable price; and

WHEREAS, it is the conclusion of the Guam Farmers Cooperative Association that the operation of the Guam Farmers Public Market would contribute to increased farm production for the economy of the territory; and

NOW THEREFORE, BE IT RESOLVED that the members of the Board of Directors of the Guam Farmers Cooperative Association at a special meeting held on July 1, 1968, with a quorum present, have unanimously voted to authorize the President of the Guam Farmers Cooperative Association to enter into a contract with the Government of Guam for the operation of the Guam Farmers Market upon such terms and conditions as may be necessary and appropriate.

IN WITNESS WHEREOF, this Resolution is signed and executed
this 28th day of August, 1968.


JOSE C. QUINTANILLA
President

ATTEST:


JUAN P. SABLAN
Secretary