

**AGREEMENT BETWEEN THE CITY OF HERMOSA BEACH
AND THE ROTARY CLUB OF HERMOSA BEACH FARMERS' MARKET ON 11TH STREET AND
VALLEY DRIVE**

This Farmers' Market Agreement ("Agreement") is made the ____ day of _____, 2016 by and between the City of Hermosa Beach (hereinafter called "CITY") and The Rotary Club of Hermosa Beach ("EVENT PRODUCER").

RECITALS

A. EVENT PRODUCER desires to organize, coordinate, produce and oversee a weekly Farmers' Market located at 11th Street and Valley Drive on Friday of each week of the year between the times of 12:00 p.m. and 4:00 p.m. (the "Event").

B. EVENT PRODUCER desires a commitment from the CITY to use the City-owned property described above for the Event.

C. CITY is willing to make its property available for the EVENT for the benefit of its residents.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

I. THE EVENT.

During the term of this Agreement, CITY authorizes EVENT PRODUCER to coordinate production of the Event on the corner of 11th Street and Valley Drive described in Exhibit A and incorporated herein by reference ("the license area"). The EVENT shall consist of vendor booths selling fruits, vegetables and handmade goods produced by area farms.

II. TERM OF AGREEMENT.

This Agreement shall take effect upon execution of this Agreement. The EVENT may be produced each Friday commencing February 26, 2016 through February 21, 2019.

III. EVENT PRODUCER RESPONSIBILITIES.

General Obligations

a.) EVENT PRODUCER shall engage the services of Barbara Clark, or equivalent producer subject to City's approval, to manage the EVENT, including coordination of set up/tear down between the hours of 9:00 AM and 5:00 PM on each EVENT day, managing the vendors, assuring that vendors remove their trash and that the license area is clean and free of equipment, waste or debris at the conclusion of the EVENT. A designated EVENT PRODUCER representative shall remain on-site during the entire Event. EVENT PRODUCER shall manage the placement of booths and shall have the authority to remove unauthorized booths, furniture and other objects that interfere with the conduct of the EVENT. EVENT PRODUCER shall be solely responsible for rectifying any outstanding "clean-up" deficiency as may be determined in the sole discretion of the CITY.

b.) EVENT PRODUCER shall provide all necessary funds, staff, equipment, and materials necessary to adequately promote the EVENT at no expense to CITY.

c.) EVENT PRODUCER shall provide a designated representative to consult as necessary with the Community Resources Director or CITY designee regarding all facets of the EVENT.

d.) EVENT PRODUCER shall provide adequate access to the EVENT for people with disabilities in a manner that is satisfactory to the CITY and keep all pedestrian aisles and pathways clear and unobstructed.

e.) EVENT PRODUCER shall be responsible for securing any and all necessary permits and licenses, as determined by the CITY.

f.) EVENT PRODUCER shall prohibit the sale of alcoholic and tobacco products at the EVENT.

h.) EVENT PRODUCER has read, understands and accepts responsibility for ensuring implementation of the City's food packaging prohibitions in Section 8.64.030 of the Municipal Code, which reads as follows:

8.64.030(C). No Person shall use or distribute Polystyrene Food Service Ware at City-sponsored events, City-managed concessions and City meetings open to the public. This subsection shall apply to the function organizers, agents of the organizers, City Contractors, Food Providers and any other Person that enters into an agreement with one or more of the function sponsors to sell or distribute Prepared Food or otherwise provide a service related to the function.

Biodegradable food service containers shall be used by vendors.

i.) Vendors shall be prohibited after October 1, 2016 from using plastic bags to deliver, provide or hand merchandise to customers.

j.) EVENT PRODUCER is permitted access to the kitchen area at the Community Services building for use of the sink and storage space on each EVENT day between 9:00am and 5:00pm. EVENT PRODUCER is permitted to use this area for storage of non-food items and will not block any exits or entrances. EVENT PRODUCER agrees to remove all trash from the kitchen area on each EVENT day and will ensure that this area is clean.

k.) EVENT PRODUCER is permitted to have a storage container just west of the restrooms to store EVENT related equipment.

l.) EVENT PRODUCER is permitted to install and maintain a banner advertising the EVENT on the fence surrounding the basketball court located at Clark Field facing Valley Drive.

Financial Obligations

i.) EVENT PRODUCER shall be responsible for any costs associated with adequate trash removal and/or "clean-up" deficiency work.

j.) All costs related to CITY services or personnel required for the Event shall be paid by EVENT PRODUCER.

k.) If applicable and upon approval by the CITY, EVENT PRODUCER shall be responsible for a fee of \$250 per Event co-sponsor.

IV. CITY RESPONSIBILITIES.

a.) CITY shall permit EVENT PRODUCER to conduct the EVENT as described in section l.

b.) CITY shall provide a designated staff person to oversee and monitor the total operation of the EVENT especially in all matters pertaining to Event liability and public safety. Said CITY designee shall consult with a designated representative of the EVENT PRODUCER and it shall be the goal of the parties to reach mutual agreement on matters of Event operation.

c.) CITY shall provide to the EVENT PRODUCER any CITY services required for the Event (e.g., police, fire, building inspection, etc.) as deemed necessary by the respective CITY Chief or Department Head.

d.) CITY shall coordinate the necessary CITY permits, as approved by the City Council.

e.) CITY shall make any necessary contacts on behalf of the Event with the Los Angeles County Department of Beaches and Harbors.

f.) The CITY agrees to provide EVENT PRODUCER with access to the kitchen area at the Community Services building for use of the sink and storage space on each EVENT day between 9:00am and 5:00pm.

g.) The CITY agrees to coordinate the assistance of one (1) Community Service Officer between the hours of 4:00pm and 5:00pm each EVENT day to ensure vehicular traffic does not access the EVENT while vendors are cleaning their equipment and products. The assistance of a Community Service Officer may not be provided in the case of a city-wide or large-scale emergency in which their services are needed.

V. CITY'S RESERVATION OF RIGHTS.

a.) CITY reserves the right to determine limits on the use of any and all EVENT equipment as it pertains to compliance with CITY ordinances and shall enforce ordinances and penalties related thereto and to address violations or take action where it determines, in its sole discretion, that such action is required to ensure the protection of public health and safety.

b.) CITY reserves the right to deem decisions of the CITY designee to be final with respect to any issues that involve compliance with the Agreement or aspects of the EVENT that may adversely impact the community.

c.) CITY reserves the right to suspend or terminate this Agreement or the EVENT in accordance with section XIII.

VI. INSURANCE.

a.) EVENT PRODUCER shall by February 26, 2016 provide CITY a Certificate of Insurance providing personal injury and property damage liability insurance naming CITY, the County of Los Angeles, its officers, employees and agents as additional insured with a minimum of **\$2 million combined single limit coverage**. Insurance is to be placed with insurers with a current AM Best's rating of no less than A:VII. Said insurance shall not be canceled or altered without 30 days notice in writing to CITY and County.

b.) EVENT PRODUCER shall be primarily responsible for any and all liability resulting or arising from the performance of the Agreement and CITY and County and their insurers shall not be required to contribute.

c.) For insurance purposes, the Event area shall be defined to include any and all areas occupied or affected by the EVENT.

VII. ADVERTISING.

All signs, props, product facsimiles, etc. desired by EVENT PRODUCER to identify the Event, shall be approved as to location and content by CITY. CITY will not unnecessarily deny said approval and will not curtail certain constitutional rights of EVENT PRODUCER.

VIII. INDEPENDENT CONTRACTOR.

CITY and EVENT PRODUCER shall each be and act as independent contractors and under no circumstances shall this agreement be construed as one of agency or partnership between CITY and EVENT PRODUCER. Each party acknowledges and agrees that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other party in any way other than as authorized by this Agreement. Nothing in this Agreement shall be construed to create a joint venture between the parties hereto or to obligate either party for debts or obligations incurred by the other party in the performance of this Agreement.

X. COMPLIANCE WITH THE LAW.

Should it be determined that this Agreement or any provision hereof violates any federal, state, or local law or regulation, then the parties shall promptly modify this Agreement to the extent necessary to bring about compliance with such law and/or regulation; provided, however, that if such modification would cause this Agreement to fail in its essential purpose or purposes, it shall be deemed cancelled by mutual agreement of the parties and neither party shall have any further obligations or liabilities with respect to this Agreement.

XI. ENTIRE AGREEMENT.

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings or agreements in regard hereto. This Agreement cannot be altered or modified except by an agreement in writing signed by both parties.

XII. HOLD HARMLESS.

EVENT PRODUCER shall be responsible for all injuries to or death of any person, and for all damage to all real or personal property including CITY's or others, caused by or resulting from any acts, errors or omission of EVENT PRODUCER, its employees or its agents arising out of or connected with the EVENT. EVENT PRODUCER shall defend, hold harmless and indemnify CITY and its officers and employees from any and all liability claims, including CITY's attorney fees, expert fees and court costs, for damages to real or personal property, or personal injury or death, resulting from EVENT PRODUCER, its employees or agent's acts, errors or omissions arising out of or connected with the EVENT.

XIII. SUSPENSION AND TERMINATION.

a.) CITY may terminate this Agreement at any time, with or without cause, in its sole discretion, upon thirty (30) days' written notice to EVENT PRODUCER. City reserves the right to terminate the Agreement for any reason including, but not limited to, EVENT PRODUCER's failure to comply with the Agreement or other City, state, or federal permits, laws or regulations. City reserves the right to terminate the Agreement at any time the City determines the EVENT is not in the best interest of the City, its Departments, or the EVENT participants, or where the EVENT would create a dangerous condition or threat to human health or safety.

b.) Upon commencement of the EVENT, the CITY may temporarily suspend or terminate the EVENT at any time, with or without cause, in its sole discretion, for any reason including, but not limited to, EVENT PRODUCER's failure to comply with the Agreement or other City, state, or federal permits, laws or regulations. City reserves the right to temporarily suspend or terminate the EVENT at any time the City determines the EVENT is not in the best interest of the City, its Departments, or the EVENT participants, or where continuation of the EVENT would create a dangerous condition or threat to human health or safety.

c.) EVENT PRODUCER may terminate this Agreement at any time, with or without cause, in its sole discretion, upon written notice to CITY.

CITY OF HERMOSA BEACH

Mayor

Date

ATTEST

City Clerk

Date

APPROVED AS TO FORM

City Attorney

Date

DEPARTMENT OF COMMUNITY RESOURCES

Manager

Date

EVENT PRODUCER

Event Producer

Date

Exhibit A

