

**AGREEMENT BETWEEN THE CITY OF HERMOSA BEACH
AND HERMOSA BEACH CHAMBER OF COMMERCE AND VISITORS' BUREAU FOR FARMERS'
MARKET ON LOWER PIER AVENUE**

This Farmers' Market Agreement ("Agreement") is made the 8 day of Sept, 2015 by and between the City of Hermosa Beach (hereinafter called "CITY") and Hermosa Beach Chamber of Commerce and Visitors' Bureau ("EVENT PRODUCER").

RECITALS

A. EVENT PRODUCER desires to organize, coordinate, produce and oversee a weekly Farmers' Market located at Lower Pier Plaza on Wednesday of each week of the year between the times of 11:00 a.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 and to promote economic development in downtown Hermosa Beach.

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 portion of Lower Pier Plaza 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 Wednesday commencing September 16, 2015 through September 15, 2016 as a pilot program.

III. EVENT PRODUCER RESPONSIBILITIES.

General Obligations

a.) EVENT PRODUCER shall engage the services of Farmer Mark, or equivalent producer subject to City's approval, to manage the EVENT, including coordination of set up/tear down between the hours of 10:00 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 meet with the City's Chief of Police, or Police Personnel, as assigned by the Chief of Police, not later than one week prior to the first day of the EVENT to evaluate and assure appropriate security for the EVENT.

e.) 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.

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

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

h.) CHAMBER 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 from using plastic bags to deliver, provide or hand merchandise to customers.

j.) EVENT PRODUCER shall be responsible for removal of the temporary "No Parking" signs in lot B by 5:00 p.m. each day following the close of the market.

k.) EVENT PRODUCER shall arrange to cover the ground beneath each vendor booth in a manner satisfactory to CITY in order to protect the ground surface material.

Financial Obligations

h.) Prior to execution of this Agreement, EVENT PRODUCER shall render payment for outstanding financial obligations owed to CITY, if any, including but not limited to the payment of money, fines and/or taxes related to past events.

i.) EVENT PRODUCER shall render payment of CITY's estimated direct costs 14 days in advance of the first Event date.

j.) Payment for actual CITY costs, as itemized and billed by the CITY upon completion of the Event, shall be due upon receipt.

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

l.) All parking expenses shall be paid by EVENT PRODUCER.

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

n.) 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 I.

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.) CITY shall make all parking spaces available in Lot B for use by vendors from 9:00 a.m. to 6:00 p.m. at a rate of \$0.625 per space, per hour. CITY shall post temporary "No Parking" signs 72 hours in advance of each week's EVENT until permanent signs are installed.

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 September 1, 2015 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.

a.) 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.

a.) 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.

a.) 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.

a.) 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.

a.) 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.

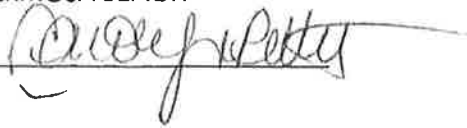
b.) Upon commencement of the EVENT, the CITY may temporarily suspend or terminate the EVENT at any time, with or without cause, in its sole discretion, for any reason including, but not limited to, EVENT PRODUCER's failure to comply with the Agreement or other City, state, or federal permits, laws or 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

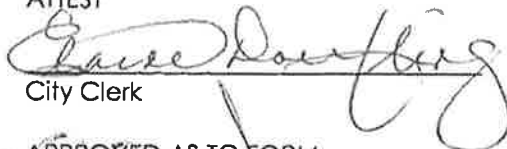


Date

9-14-15

ATTEST

City Clerk

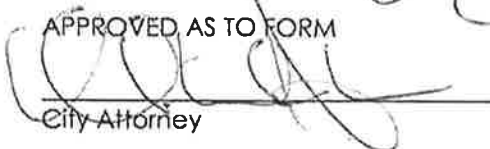


Date

9/14/15

APPROVED AS TO FORM

City Attorney

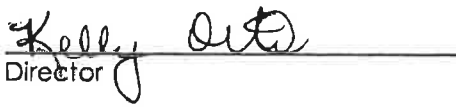


Date

9/24/15

DEPARTMENT OF COMMUNITY RESOURCES

Director

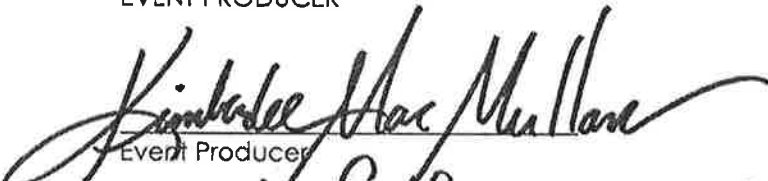


Date

9/8/2015

EVENT PRODUCER

Event Producer



Date

9/8/15

on Behalf of Hermosa Beach Chamber
of Commerce and Visitors Bureau



Exhibit A

FIRST AMENDMENT TO FARMERS' MARKET AGREEMENT

This First Amendment to Farmers' Market Agreement ("First Amendment") is entered into by and between the City of Hermosa Beach, a municipal corporation ("City") and the Hermosa Beach Chamber of Commerce and Visitors' Bureau ("Event Producer") as of

May ~~April~~ 31, 2016.

RECITALS

- A. City and Event Producer are parties to that Farmers' Market Agreement dated September 8, 2015 (the "Agreement") pursuant to which City authorized Event Producer to organize, coordinate, produce and oversee a weekly Farmers' Market located at Lower Pier Plaza on Wednesday of each week of the year between the times of 11:00 a.m. and 4:00 p.m. (the "Event").
- B. Event Producer has requested an amendment to the Agreement in order to allow it to provide additional amenities at the Farmers' Market and City is willing to authorize it to do so subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the Agreement is amended as follows:

1. Section I of the Agreement entitled "The Event" is amended to read as follows:

During the term of this Agreement, CITY authorizes EVENT PRODUCER to coordinate production of the Event on the portion of Lower Pier Plaza 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. The EVENT may also consist of the following:

- a.) A children's trackless train (as depicted in the image attached hereto as Exhibit B and incorporated herein by reference and limited to the route shown in Exhibit C attached hereto and incorporated herein by reference) during the market hours (11:00 a.m. – 4:00 p.m.). If the train is gas powered, the train shall not be refueled on the Plaza and if it is parked for any period of time on the Plaza, a drip pan must be placed under the engine.
- b.) Acoustic or amplified music during market hours (11:00 a.m. – 4:00 p.m.) at the location on the Plaza shown on the market diagram attached hereto as Exhibit C. No stage is permitted without specific authorization by the City Manager and no generator may be used without permission from the Fire Department.

Except as above modified, in all other respects the Agreement is hereby reaffirmed in full force and effect.

HERMOSA BEACH CHAMBER OF
COMMERCE AND VISITORS' BUREAU


PRESIDENT

CITY OF HERMOSA BEACH

By 
CITY MANAGER

ATTEST:


CITY CLERK



EXHIBIT B



EXHIBIT C

SECOND AMENDMENT TO FARMERS' MARKET AGREEMENT

This Second Amendment to Farmers' Market Agreement ("Second Amendment") is entered into by and between the City of Hermosa Beach, a municipal corporation ("City") and the Hermosa Beach Chamber of Commerce and Visitors' Bureau ("Event Producer") as of _____, 2017.

RECITALS

- A. City and Event Producer are parties to that Farmers' Market Agreement dated September 8, 2015 (the "Agreement") pursuant to which City authorized Event Producer to organize, coordinate, produce and oversee a weekly Farmers' Market located at Lower Pier Plaza on Wednesday of each week of the year between the times of 11:00 a.m. and 4:00 p.m. (the "Event").
- B. The City Manager authorized a 3-month extension to the term of the initial agreement to allow the market to continue, under the same terms, through December 28, 2016. This authorization is attached hereto as Exhibit A.
- C. Event Producer has requested a 12-month extension from the original date of execution to allow the market to continue through September 13, 2017 with approval for adjusted market times of 1:00 – 6:00pm. .

NOW, THEREFORE, in consideration of the foregoing, the Agreement is amended as follows:

1. Section I of the Agreement entitled "The Event" is amended to read as follows:

During the term of this Agreement, CITY authorizes EVENT PRODUCER to coordinate production of the Event on the portion of Lower Pier Plaza described in Exhibit B 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. The EVENT may also consist of the following:

- a.) A children's trackless train (as depicted in the image attached hereto as Exhibit C and incorporated herein by reference and limited to the route shown in Exhibit D attached hereto and incorporated herein by reference during the market hours (1:00 – 6:00 p.m.). If the train is gas powered, the train shall not be refueled on the Plaza and if it is parked for any period of time on the Plaza, a drip pan must be placed under the engine.
- b.) Acoustic or amplified music during market hours (1:00. – 6:00 p.m.) at the location on the Plaza shown on the market diagram attached hereto as Exhibit B. No stage is permitted without specific authorization by the City Manager and no generator may be used without permission from the Fire Department.

2. Section II of the Agreement entitled "Term of Agreement" is amended to read as follows:

The Agreement shall take effect upon execution of this Agreement. The EVENT may be produced each Wednesday commencing January 4, 2017 through September 13, 2017.

3. Subsection IV(f) of the Agreement is amended to read as follows:

CITY shall make all parking spaces available in Lot B for use by vendors from 9:00 a.m. to 6:00 p.m. at a rate of \$0.625 per space, per hour, except for the marked disabled parking spaces, which shall remain available for use by eligible motorists. CITY shall post temporary "No Parking" signs 72 hours in advance of each week's EVENT until permanent signs are installed.

Except as above modified, in all other respects the Agreement is hereby reaffirmed in full force and effect.

HERMOSA BEACH CHAMBER OF
COMMERCE AND VISITORS' BUREAU

PRESIDENT

CITY OF HERMOSA BEACH

By _____
CITY MANAGER

ATTEST:

CITY CLERK

EXHIBIT A



City of Hermosa Beach

Civic Center, 1315 Valley Drive, Hermosa Beach, California 90254-3885

September 20, 2016

Kimberlee MacMullan, President/CEO
Hermosa Beach Chamber of Commerce
1007 Hermosa Ave.
Hermosa Beach, CA 90254

Dear Kimberlee MacMullan:

This letter agreement serves to extend the term of the Farmers' Market Agreement dated September 8, 2015 by and between the City and the Chamber of Commerce to December 28, 2016. Please sign below your agreement to this extension and return an executed copy of this letter to me at your earliest convenience.

Very Truly Yours,

A blue ink signature of Tom Bakaly, written in a stylized, cursive script.

Tom Bakaly
City Manager

On behalf of the Chamber of Commerce, I agree to the foregoing and represent that I have the authority to enter into this agreement.

A black ink signature of Kimberlee MacMullan, written in a cursive script.

Kimberlee MacMullan, President/CEO
Hermosa Beach Chamber of Commerce

EXHIBIT B

- Music
- Vendors
- Train



EXHIBIT C





City of Hermosa Beach

Civic Center, 1315 Valley Drive, Hermosa Beach, CA 90254-3885

August 7, 2017

Kimberlee MacMullan, President/CEO
Hermosa Beach Chamber of Commerce
1007 Hermosa Ave.
Hermosa Beach, CA 90254

Dear Ms. MacMullan:

This letter agreement serves to extend the term of the Farmers' Market Agreement dated March 15, 2017 by and between the City and the Chamber of Commerce to December 27, 2017. The extension will provide us with time to review the existing contract and determine next steps in providing this service to the community. Please sign below your agreement to this extension and return an executed copy of this letter to me at your earliest convenience.

Very Truly Yours,

Sergio Gonzalez
City Manager

On behalf of the Chamber of Commerce, I agree to the foregoing and represent that I have the authority to enter into this agreement.

Kimberlee MacMullan, President/CEO
Hermosa Beach Chamber of Commerce



City of Hermosa Beach

Civic Center, 1315 Valley Drive, Hermosa Beach, California 90254-3885

November 27, 2017

Maureen Hunt, Interim President/CEO
Hermosa Beach Chamber of Commerce
1007 Hermosa Ave.
Hermosa Beach, CA 90254

Dear Maureen:

This letter of agreement serves to extend the term of the Farmers' Market Agreement dated March 15, 2017 by and between the City and the Chamber of Commerce, through December 27, 2017, to continue on a month to month basis. This will provide us with time to review the existing contract and determine next steps in providing this service to the community. Any modification to this agreement will require 30 days written notice. Please sign below your agreement to this extension and return an executed copy of this letter to me at your earliest convenience.

Sincerely,

A handwritten signature in black ink, appearing to read 'S. Gonzalez'.

Sergio Gonzalez
City Manager

On behalf of the Chamber of Commerce, I agree to the foregoing and represent that I have the authority to enter into this agreement.

A handwritten signature in black ink, appearing to read 'Maureen Hunt'.

Maureen Hunt, Interim President/CEO
Hermosa Beach Chamber of Commerce

THIRD AMENDMENT TO FARMERS' MARKET AGREEMENT

This Third Amendment to Farmers' Market Agreement ("Third Amendment") is entered into by and between the City of Hermosa Beach, a municipal corporation ("City") and the Hermosa Beach Chamber of Commerce and Visitors' Bureau ("Event Producer") as of March 28, 2016.

RECITALS

- A. City and Event Producer are parties to that Farmers' Market Agreement dated September 8, 2015 (the "Agreement") as amended by a First Amendment dated May 31, 2016 and a Second Amended dated March 15, 2017, pursuant to which City authorized Event Producer to organize, coordinate, produce and oversee a weekly Farmers' Market located at Lower Pier Plaza on Wednesday of each week of the year between the times of 1:00 p.m. and 6:00 p.m. (the "Event").
- B. The City Manager has authorized two extensions to the term of the initial agreement to allow the market to continue under the same terms, the first for 3 months (September 14, 2017 – December 27, 2017) and the second beginning January, 2018 on a month-to-month basis.
- C. The parties have agreed to a further 6-month extension from March 28, 2018 to allow the market to continue through September 27, 2018 in order to allow the parties time to further negotiate the terms under which the market may continue beyond that date.

NOW, THEREFORE, in consideration of the foregoing, the Agreement is amended as follows:

1. Section II of the Agreement entitled "Term of Agreement" is amended to read as follows:

The Agreement shall take effect upon execution of this Agreement. The EVENT may be produced each Wednesday from March 28, 2018 through September 27, 2018.

Except as above modified, in all other respects the Agreement is hereby reaffirmed in full force and effect.

HERMOSA BEACH CHAMBER OF
COMMERCE AND VISITORS' BUREAU


PRESIDENT

CITY OF HERMOSA BEACH

By 
CITY MANAGER

ATTEST:


CITY CLERK



City of Hermosa Beach

Civic Center, 1315 Valley Drive, Hermosa Beach, CA 90254-3885

September 27, 2018

Maureen Hunt, President/CEO
Hermosa Beach Chamber of Commerce
1007 Hermosa Ave.
Hermosa Beach, CA 90254

Dear Ms. Hunt:

This letter agreement serves to extend the term of the Farmers' Market Agreement dated March 28, 2018 by and between the City and the Chamber of Commerce to December 26, 2018, unless an alternate action is taken by the City Council through formal action at a scheduled meeting. The extension will provide us with the additional time necessary to further negotiate the terms under which the market may continue. Please sign below your agreement to this extension and return an executed copy of this letter to me at your earliest convenience.

Warmly,

A handwritten signature in blue ink, appearing to read 'Suja'.

Suja Lowenthal
City Manager

On behalf of the Chamber of Commerce, I agree to the foregoing and represent that I have the authority to enter into this agreement.

A handwritten signature in black ink, appearing to read 'Maureen Hunt'.

Maureen Hunt, President/CEO
Hermosa Beach Chamber of Commerce



City of Hermosa Beach

Civic Center, 1315 Valley Drive, Hermosa Beach, CA 90254-3885

December 13, 2018

Maureen Hunt, President/CEO
Hermosa Beach Chamber of Commerce
1007 Hermosa Avenue
Hermosa Beach, CA 90254

Dear Ms. Hunt:

This letter agreement serves to extend the term of the Farmers' Market Agreement, dated September 27, 2018 by and between the City and the Chamber of Commerce to February 27, 2019, unless an alternate action is taken by the City Council through formal action at a scheduled meeting. The extension will provide us with the additional time necessary to further negotiate the terms under which the market may continue. Please sign below your agreement to this extension and return an executed copy of this letter to me at your earliest convenience.

Warmly,

A handwritten signature in blue ink, appearing to read 'Suja'.

Suja Lowenthal
City Manager

On behalf of the Chamber of Commerce, I agree to the foregoing and represent that I have the authority to enter into this agreement.

A handwritten signature in blue ink, appearing to read 'Maureen Hunt'.

Maureen Hunt, President/CEO
Hermosa Beach Chamber of Commerce