

**SPONSORSHIP AGREEMENT BETWEEN
THE CITY OF SOUTH SAN FRANCISCO AND
WEST COAST FARMERS' MARKET ASSOCIATION**

THIS AGREEMENT is entered into as of the 15th day of March, 2023, by and between the City of South San Francisco, a municipal corporation (herein referred to as "City"), and West Coast Farmers' Market Association, a California non-profit corporation (hereinafter referred to as "Operator"); and

WHEREAS, City desires to sponsor Operator's services for the operation of the South San Francisco Certified Farmers' Market and an adjacent area in which agricultural and nonagricultural products may be sold (collectively, the "Market"); and

WHEREAS, Operator hereby warrants to the City that Operator has experience and expertise in competently providing such services as described in Section 1 of this Agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

AGREEMENT

Section 1. Scope of Services for Operator. The scope of services to be performed by the Operator under this Agreement are set forth in this Agreement.

Operator shall establish and operate a Market in South San Francisco effective May 13, 2023, to be held year-round on Saturdays from 9:00 a.m. to 1:00 p.m. Operator may change the operating day, operating hours or operate the Market on additional weeks or in other months only as mutually agreed in writing by Operator and City.

Market will be held in Orange Memorial Park, in the parking lot, near the sculpture garden and the bocce courts. The area occupied by the Market may thereafter be changed at the City's option if it determines the change in location is necessary to accommodate public works construction, emergency circumstances, other citywide event, or other City operation or municipal function, or at Operator's request if approved by City and mutually agreed upon in writing by Operator and City.

Among the services Operator shall perform to establish and operate the Market include, but are not limited to the following:

1. Recruit, secure and manage California certified agricultural producers to sell within the certified farmers' market portion of the Market and non-agricultural specialty food producers to sell within the adjacent area of the Market.
2. Secure and maintain all licenses and permitting required of Operator or Operator's contractors and vendors, by local, state and federal law, including a Business License

from the City and those mandated by the San Mateo County Agricultural Department and the San Mateo County Environmental Health Department for the legal operation of both a Certified Farmers' Market and an adjacent area in which nonagricultural products may be sold.

3. Designate a single market manager to handle all day-to-day market operations as they pertain to management of producers, load-in and load-out, customer relations, site preparation, and clean-up.
4. Assure that producers and vendors adhere to the Operator's rules and regulations, product quality, and set-up and clean-up procedures. Operator will clean up all waste generated by the market and it is the responsibility of vendors to take waste materials that may not fit in trash receptacles. The parking lot is expected to be left in the condition it was found in.
5. Provide all equipment and resources necessary for operation of the Market, including signage, barricades, and an information booth. Upon City's written request, Operator shall also provide a booth, including tables and chairs, for City outreach and promotion purposes. The booth shall be provided each market day upon City's request and City shall make such request in writing at least seven (7) days in advance of the date(s) of desired use.
6. Address and handle any problems, situations, and/or concerns of South San Francisco residents and businesses relating to the operation of the Market.
7. Manage daily operations of the Market.
8. Maintain financial records that establish compliance with the terms of this Agreement.
9. Enforce all state and local Agricultural & Health Regulations and serve as the on-going liaison with the San Mateo County Agriculture Department and San Mateo County Environmental Health Department.
10. Develop an Operations Plan including Rules & Regulations for the Market that shall include, but not be limited to the following:
 - A. General location and layout of market stalls, aisles, parking areas, types and location of producers.
 - B. Parking plan – number, type and locations of barricades, parking areas, identification and directional signs.
 - C. Rules and Regulations to ensure compliance with applicable governmental regulations.

11. Develop a marketing and promotions plan for the Market. The marketing campaign shall include, but not be limited to:

- A. Include name, logo and other recognition of the City of South San Francisco as a sponsor on signs and other collateral developed to promote the Market.
- B. Print advertisements appearing in appropriate local newspapers.
- C. Production of a banner for placement at the market site or another suitable site in South San Francisco.
- D. Production of posters and distribution of posters to businesses and organizations in the area surrounding the market.
- E. Community outreach through signage or a presence at other public events in the City and through presentations to schools and community organizations in the City.
- F. A page on Operator's website with a list of market hours, location, events and links to South San Francisco community resources.
- G. Special events in the market.

12. Operator will communicate with Sponsor on a continual basis to ensure the advertising and promotion of the Market is conducted in a mutually agreeable manner.

Section 2. Scope of Services for City. In consideration of Operator's performance of services under this Agreement, City agrees to undertake the following tasks to support the operations and promotions of the Market:

- A. The City will make the agreed upon area available at no charge for the operation of the Market. Said area will be available from two hours prior to the mutually agreed upon start time of the market, until to two hours after the mutually agreed upon end time of the market. Notwithstanding the foregoing, the City reserves the right to shorten, adjust or alter the foregoing availabilities if the hours conflict with any other events or occurrences taking place at the same area.
- B. When feasible, City will assist Operator in identifying and contacting community organizations such as chambers of commerce, schools, nonprofit organizations, business associations and fraternal societies so Operator may enlist the support of said organizations for promotion of the Market.
- C. City will provide Operator with a primary point of contact with which Operator may communicate on a regular basis concerning market activity.

Section 3. Term of Agreement. This Agreement shall commence upon the date indicated above and shall renew automatically on an annual basis, unless terminated in accordance with Section 4. below.

Section 4. Termination. This Agreement may be terminated by either party for cause after reasonable efforts to resolve disagreement have been concluded.

- A. The Agreement may also be terminated by the City, without cause, effective upon the Operator's receipt of thirty (30) days written notice if the City determines it is in the best interest of the City or public to terminate.
- B. The Operator may terminate this Agreement after the second anniversary of the effective date of this Agreement, without cause, effective upon the City's receipt of thirty (30) days written notice if the Operator determines it is in the best interest of the Operator to terminate.

Section 5. Independent Contractor Status; no partnership. It is expressly understood and agreed by both parties that Operator, while engaged in carrying out and complying with any of the terms of this Agreement, is an independent contractor and not an employee of the City. Operator expressly warrants not to represent, at any time or in any manner, that Operator is an employee or agent of the City. Additionally, The terms of this Agreement shall in no way be construed to create a partnership, joint venture or any other joint relationship between the City and Operator.

Section 6. Assignment and Subcontracting. Operator shall not assign any interest, right or obligation pursuant to this Agreement without the City's prior written approval.

Section 7. Indemnification of City. Operator hereby agrees to defend, indemnify and hold harmless the City and its officers, employees, agents, and volunteers from and against any and all claims arising out of the willful or negligent acts, errors or omissions of Operator, its employees, subcontractor, agents, or volunteers relating to this Agreement and/or Operator's, its employees', subcontractors', agents', or volunteers' performance hereunder. The City has no liability or responsibility for any accident, loss or damage to any work or services performed under this Agreement.

Section 8. Compliance with Laws.

- A. General. Operator shall comply with all applicable federal, state and local laws, codes, ordinances and regulations. Operator represents and warrants to City that it has or will secure and maintain all licenses, certificates, permits, qualifications, insurance and approvals of whatsoever nature that are legally required for Operator to conduct its business, including a South San Francisco Business License.
- B. Certified Farmers' Market. Operator shall secure and maintain a permit to operate a portion of the market in compliance with the State of California's regulations governing a Certified Farmers' Market. Operator shall operate an area adjacent to and in

conjunction with the Certified Farmers' Market in which nonagricultural products will be sold.

- C. Workers' Compensation. Operator certifies that it is aware of the provisions of the California Labor Code which require every employee to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Operator certifies that it will comply with such provisions before commencing performance of this Agreement.
- D. Injury and Illness Prevention Program. Operator certifies that it is aware of and has complied with the provisions of California Labor Code Section 6401.7, which requires every employer to adopt a written injury and illness prevention program.
- E. Nondiscrimination. In performing services under this Agreement, Operator certifies it shall not discriminate in the employment of its employees on the basis of race, color, religion, sex, marital status, sexual orientation, national origin or ancestry. Any subcontracts entered in by Operator, pursuant to this Agreement, shall contain comparable language forbidding discriminatory practices by subcontractors.
- F. City Not Responsible. City is not responsible or liable for Operator's failure to comply with any and all of said requirements.

Section 9. Insurance

A. Minimum Scope of Insurance.

- 1) Operator agrees to have and maintain, for the duration of this Agreement, a General Liability insurance policy insuring Operator to an amount not less than one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
- 2) Operator agrees to have and maintain for the duration of this Agreement an Automobile Liability insurance policy insuring Operator to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- 3) Operator shall provide to City all certificates of insurance with original endorsements reflecting coverage required by this paragraph. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies at any time. Operator shall list City, its officers, officials, employees, and volunteers as additional insured under policy endorsements.

B. General Liability.

- 1) The Operator's insurance policies required hereunder shall be endorsed to provide for the following: City, its officers, officials, employees, volunteers are to be covered as additional insureds with respect to: liability arising out of activities performed by or on behalf of Operator; products and completed operations of Operator; premises owned or used by Operator; or automobiles, owned, leased, hired or borrowed by Operator.
 - 2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
 - 3) Operator's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- C. All Coverage. Each insurance policy required in this section shall be endorsed to state that coverage shall not be suspended, voided, or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Current certification of such insurance shall be kept on file with the City at all times during the term of this Agreement.
- D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A: VII.

Section 10. Conflict of Interest. Operator may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Operator in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Operator shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Operator hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Operator was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Operator will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Operator will be required to reimburse the City for any sums paid to the Operator. Operator understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

Section 11. Entire Agreement: Amendment. This Agreement constitutes the complete and exclusive expression of the understanding and agreement between City and Operator with

respect to the subject matter hereof. This Agreement may be amended or extended from time to time by written agreement of the parties hereto.

Section 12. Litigation Costs. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party shall be entitled to recover its reasonable litigation expenses.

Section 13. Remedies. In addition to any other available rights and remedies, either party may institute legal action to cure, correct or remedy any default, enforce any covenant herein, or enforce by specific performance the rights and obligations of the parties hereto.

Section 14. Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Mateo or in the United States District Court for the Northern District of California.

Section 15. Time is of the Essence. It is understood and agreed by Sponsor and Operator that time is of the essence in the completion of the work tasks described in the Scope of Services.

Section 16. Interpretation of Agreement. This Agreement shall be interpreted and enforced in accordance with the laws of the State of California.

Section 17. Written Notification. Any notice, demand, request, consent approval or communications that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within two business days from the time of mailing if mailed within the State of California as provided in this Section.

If to City: City Manager
 City of South San Francisco
 400 Grand Avenue
 South San Francisco, CA 94080

If to Operator: 

Section 18. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

Section 19. Non-Liability of Officials, Employees and Agents. No officer, official, employee or agent of City shall be personally liable to Operator in the event of any default or breach by City pursuant to this Agreement.

Section 20. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

Section 21. Execution. This Agreement may be executed by electronic signatures and in several original counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart. By signing below, each signatory for City and Operator represents and warrants that they have the authority to enter into this agreement on their organization's behalf and to bind City and Operator to this agreement, respectively.

IN WITNESS WHEREOF, the City and Operator have executed this Agreement as of the date first above written.

CITY OF SOUTH SAN FRANCISCO

**WEST COAST FARMERS' MARKET
ASSOCIATION**

By: _____
Sharon Ranals

By: _____
R. Jerry Lami

Its: City Manager

Its: Executive Director

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