

Council Meeting of
April 17, 2012

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: Community Development – Authorize circulation of a request for proposal for a special event/market coordinator for the Downtown Torrance Farmers’ Market.

RECOMMENDATION

Recommendation of the Community Development Director that City Council concur with the Citizen Development and Enrichment Committee recommendation to improve the Downtown Farmers’ Market by authorizing circulation of a request for proposal for the selection of a special event/market coordinator.

BACKGROUND AND ANALYSIS

The Downtown Torrance Certified Farmers’ Market was approved in 2010 to run on a trial basis from March through September of 2011. The addition of this City-operated market was part of a concerted effort to stimulate economic activity and a greater interest in the Downtown during traditionally off-peak hours. On September 20th, the City Council reconvened to discuss the performance of the market and review the findings gathered from the various market-related surveys (Attachment A).

From these surveys, staff was able to make a substantial finding that the market contributed positively to the Downtown Torrance community. Downtown residents and businesses were overwhelmingly positive and indicated that the market brought more business to the area on Thursday nights, as well as a positive ambience and favorable amenity. Unfortunately, market revenues steadily declined throughout the trial period and thus caused difficulty retaining vendor participation. The City Council directed staff to research ways to improve the market and its viability and appear before the Citizen Development and Enrichment Committee for further review.

On December 20th, 2011, Community Development staff presented the Citizen Development and Enrichment Committee with the following options for improvement of the Downtown Torrance Farmers’ Market:

- Continue the City-operated Downtown Farmers’ Market unchanged, offering a subsidy to farmers in order to meet the minimum \$300/week revenue threshold (calculated at a base of 15 farmers, \$300/week/farmer amounts to a potential subsidy of up to \$18,000/month);
- Coordinate with local businesses and vendors to assemble a community program on Thursday evenings for the Downtown including, but not limited to, a Certified Farmers’ Market;

- Issue a Request for Proposals (RFP) to solicit responses from independent event management firms to package a comprehensive Downtown event schedule. The selected firm would subsequently be responsible for planning and managing these events, with the City retaining general oversight. In doing so, the City would set forth terms in an agreement with the management firm to ensure that the program is compatible with the needs of the community.

The Committee concurred with staff's recommendation to issue an RFP soliciting firms to propose a weekly market and event program for the Downtown. Using an outside party to plan, operate, and manage a Thursday evening event program would infuse new ideas and bring renewed interest in the market. Similarly, contracting with a third party would relieve the City of any operational costs it would otherwise incur to maintain the Farmers' Market.

The RFP is designed to solicit experienced firms to submit ideas for Thursday night Downtown event programs inclusive of a Farmers' Market component. Proposals would be encouraged to draw from a wide inspiration, including live performances, a greater number and greater variety of vendors (including fresh produce, pre-packaged goods, and fine art), seasonally themed events, and more. The Circulation of an RFP will allow the City the ability to evaluate several proposals from different providers while retaining general oversight through a contract agreement. The criteria developed in the RFP will ensure that the market and events remain compatible with the character of the Downtown. The December meeting was adjourned with the Committee directing staff to bring the RFP option before the City Council for authorization in order to draft the RFP for its release.

Since the December meeting, Staff has contacted several cities with active market and evening event programs to find out more about how they operate (see Attachment B). While most cities did not charge for the use of public streets, a fee was assessed if City staff were responsible for the set-up and/or break-down of street closures. The Downtown Torrance Farmers market utilized removable bollards along El Prado Avenue to block off the street. These bollards were installed and removed by city staff each week. The City of Torrance traditionally requires hard removable barriers to be installed any time a street closure will take place to protect pedestrians. Other Downtown events, such as the monthly Antique Fair, install and remove their own barricades. In most cases, barricades are comprised of manned vehicles in compliance with City policy, and result in no direct cost to the organizers.

The final step before moving forward with the RFP took place on April 5, 2012. City Staff held a community meeting to discuss the concept of a Thursday evening Downtown event and farmers' market. Notice was given to approximately 360 owners and occupants in the Downtown area and the meeting was held at the Bartlett Senior Center Community Room at 7:00 PM. Approximately ten community members, including business owners and residents, were in attendance. Of those in attendance, the concept of contracting with a private event and market manager through the release of a Request for Proposals was well-received. Various suggestions were made as to how to improve participation amongst Downtown businesses, which staff will incorporate moving forward. Attendees were also supportive of the expanded event location, earlier start and end time, and for the weekly market to span for spring and summer months with seasonal events continuing year-round.

Another option that has been brought to the attention of staff is to contract directly with active community member Chef Michael Shafer, who has personally volunteered to run the Thursday evening events. If the Council elects to go this route, the City would no longer need to distribute an RFP as it achieves the same end goal of having an independently run event and market organizer. If approved, Michael Shafer would need to obtain all necessary permits and inform the city of his plans to the same extent that any firm selected would be required to.

Staff had hoped to bring this concept before Your Honorable Body earlier, however, the California Supreme Court decision issued on December 27, 2011 to uphold redevelopment dissolution bill ABX1-26 and strike down ABX1-27 reoriented staff's focus while analysis was done and certain actions were forced to be taken to keep the City in compliance with the new law as well as protect the City's interests.,. Staff remains confident that a summer market and event schedule can still be achieved this year, and is aggressively pursuing a July 12th opening date.

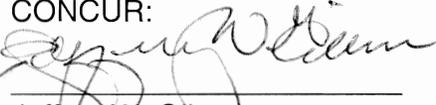
If the Council elects to issue an RFP, staff is prepared to move forward with the following timeline:

- April 18th, 2012 – Distribute the RFP
- April 26th, 2012 – Host a pre-submission walk-through in Downtown
- May 3rd, 2012 – Collect RFP submittals
- May 10th, 2012 - Interviews with top three proposing firms
- May 22nd, 2012 – Return to Council with a recommendation
- July 12th, 2012 – Opening Day

The Community Development Director recommends that the City Council authorize staff to circulate a Request for Proposals to solicit responses from third-party event managing firms to improve the Downtown Farmers' Market.

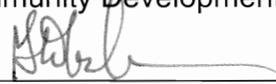
Respectfully submitted,

CONCUR:



 Jeffrey W. Gibson
 Community Development Director

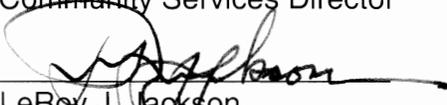
Jeffery W. Gibson
 Community Development Director

By 

 Gregg Lodan, AICP
 Planning Manager

For 

 John Jones
 Community Services Director



 LeRoy J. Jackson
 City Manager

Attachments: A) Redevelopment Agency Item & Attachments (September 20, 2011)
 B) City Outreach Chart
 C) Request for Proposals

Agency Meeting
September 20, 2011
Agency Item 4A

Honorable Chair and Members
of the Torrance Redevelopment Agency
City Hall
Torrance, California

Members of the Agency:

SUBJECT: Redevelopment Agency - Review the Downtown Farmers' Market pilot program performance report.

Expenditure: None

RECOMMENDATION

Recommendation of the Deputy Executive Director that the Redevelopment Agency review the Downtown Torrance Farmers' Market performance report and authorize the six month pilot program to sunset on September 29th, 2011.

BACKGROUND AND ANALYSIS

On October 19, 2010, the Agency approved the establishment of a Downtown Torrance Farmers' Market to be privately operated at El Prado and Sartori Avenues from 4:00 – 8:00 P.M. every Thursday. On February 15, 2011, the Council authorized a transfer of operation to the City's Community Services Department under a six month pilot program. This trial period began March 31, 2011, and was set to close on September 29, 2011. The Market was initiated as a part of ongoing efforts to help stimulate economic development and bring about a sense of community in Downtown Torrance.

During this trial period, City staff initiated a variety of marketing strategies to help promote the Downtown Farmers' Market. Flyers were widely distributed and posted in each of the Downtown businesses and several Downtown Bulletins were mailed, posted, and available online publicizing the Market. In addition, weekly email announcements were sent out by the Old Torrance Neighborhood Association and Farmers' Market list serves. Advertisements were placed in the Torrance Seasons publication, the Torrance Tribune, Herald News, the Bunka-Sai Program, and information about the Market was announced weekly at City Council meetings. CitiCable and the Daily Breeze did promotional specials on the market, and CitiCable also featured the market on the message runner at the bottom of the screen. Staff also used electronic message boards as well as a variety of other strategies to help generate interest in the community about the Downtown Farmers' Market.

The Community Services Department monitored the Market each week for attendance, costs, revenue, and conducted a survey amongst the Farmers to gauge viability

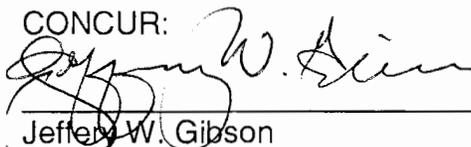
(Attachment A). With the exception of opening day on March 31st, attendance at the Market was relatively light, averaging between 150-200 customers per week. This resulted in lower than projected revenues and difficulty retaining Farmers. The Market originally started with 15 farmers, and has since dropped down to seven. Redevelopment staff also prepared a brief survey for Downtown businesses and residents in order to gauge the community perception of the Market (Attachment B). Although operating at a current total loss of approximately \$1245, the Market was still well received by the community. Of the surveys returned, everyone stated they would like to see the Market continue and grow. Suggestions received for improving the Market included better selection, more variety in vendors, and changing the hours from 4:00 – 8:00 P.M. to 3:00 – 7:00 P.M.

With the first season of the trial period for the Downtown Farmers' Market nearly complete, staff recommends that the Agency close the initial pilot program after September 29th with the intention to re-establish the market again in the spring of 2012. During the interim months, staff will explore new strategies to help boost market attendance, retain and attract new farmers, and increase revenues. Staff will look into ideas such as modifying the present location of the Market, increasing the number and types of vendors, starting the market earlier during the day, expanding the marketing program, implementing a subsidy program to help retain farmers, and exploring the possibility of a corporate sponsor and/or private vendor to assist in the successful operation of the market. Staff anticipates returning to the Agency in February 2012 with an update on the status of these strategies and a recommendation on how to proceed with the Downtown Farmers' Market.

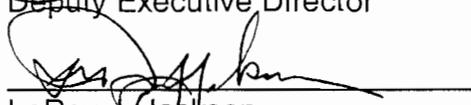
Redevelopment Staff recommends that the Agency authorize the Downtown Farmers' Market pilot program to sunset on September 29th to allow staff additional time to prepare a revised strategy for a successful Market.

Respectfully submitted,

CONCUR:

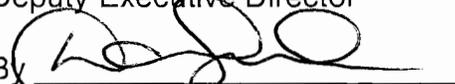


 Jeffrey W. Gibson
 Deputy Executive Director



 LeRoy J. Jackson
 Executive Director

JEFFERY W. GIBSON
 Deputy Executive Director

By 

 For: Gregg Lodan, AICP
 Planning Manager

Attachments:

- A. Downtown Farmers' Market Status Report (August 25, 2011)
- B. Downtown Bulletin Vol. 79 (August 18, 2011)

**DOWNTOWN FARMERS' MARKET
PROGRAM PERFORMANCE MEASURES
STATUS REPORT – August 25, 2011**

Prior to the launch of the six month trial period, the Community Services Department identified five performance measures that would help determine the success of the Downtown Farmers' Market and whether or not it should be extended for another period of time. The performance measures and the results are listed below:

1. Does revenue match expenses and recover all direct costs?
No. The revenue to date (for the period of 3/31/11 – 8/13/11) totals \$3,331.81 while the expenses have been \$4577.21 for a **loss of \$1245.40** (please see attached itemization of direct costs.)
2. Was the average Market attendance high enough to warrant continuation of Market operations?
No. With the exception of Opening Day, attendance was relatively light. Some days were better than others, but the average attendance was approximately 150 – 200 shoppers per Market day.
3. Did the Market rate favorably to neighboring Downtown merchants?
Community Development Department surveyed the merchants and can answer this question.
4. Was farmer retention high (and were staff efforts high to maintain a maximum number of farmers) in the Market?
Farmer retention was not high. Along the way, a total of 18 farmers dropped out of the Market and needed to be replaced. At the current time, only 6 farmers remain in the Market, down from the 15 that we attempted to have each week throughout the course of the pilot program. Staff have expended a great deal of effort in trying to retain and replace farmers.
5. Was there an impact to existing Tuesday or Saturday Farmers' Markets at Wilson Park?
No impact was noted.

SURVEY RESULTS

FARMERS

Surveys were given to farmers in an effort to get their feedback. At this point, a total of six responses have been received. The questions, responses, and comments are listed below:

1. Please rate your overall impression of the Downtown Farmers' Market on a scale of 1 to 5, with 5 being the highest and 1 being the lowest:
1-3 2-2 3-0 4-1 5-0 *Average score: 1.83*

2. If the Downtown Farmers' Market were to operate year-round on Thursdays from 3:00 – 7:00 p.m., would you participate?
Yes – 1 No – 5
3. If the Downtown Farmers' Market were to operate seasonally (May through October) on Thursdays from 3:00 – 7:00 p.m., would you participate?
Yes – 1 No – 5
4. If you answered "no" to question number 2 or 3, would you be willing to participate if the stall fee were reduced or eliminated?
Yes – 1 No – 5
5. Has your participation in the Downtown Farmers' Market been financially successful for you?
Yes – 0 No- 6

Comments from farmers:

1. "Not enough customers. I am staying because of Mary Lou. She helped me and now it is time I help her."
2. "Our sales have gone down and we are now sending only one employee. We had planned to quit but Mary Lou called us and asked us to please stay so we are honoring her wishes."
3. "No customers and very little sales. I use the Downtown Post Office all the time and I see more people down there during the day. Also I feel it is too close to the other two Torrance Markets. We plan to hang in there unless sales drop off more."
4. "I am willing to hang in there but my sales are terrible. I realize it is a new Market and it started off well but the customers have disappeared."
5. "I am dropping out as I have been offered a Market in Orange County that is an established Market and I will be able to make some money. I took on a second certificate to try and help out this Market but the customers just do not seem to come out. Come winter, this "wind tunnel" will be impossible. We started the end of March and it was cold and windy here. The sad part about this Market is it is close to my home and I spend less time going to it plus use less gas. I love the quaintness of the Market but it is missing a crucial element --- customers."
6. "My sales have slowly gone down, down and I have to pay for gas and an employee. I feel I owe Mary Lou a thank you for having me participate in the Tuesday Market. We will stay unless my sales drop down to where I can't afford to do the Market and quite frankly, we are close to that now."

NOTE: In an informal survey, farmers (both current and those who have participated in the past) were asked how much money they would need to gross in order to make participation in the Downtown Farmers' Market worthwhile. Of the 13 farmers surveyed, 12 said they would need to make between \$300 - \$350 per week while one said he would need to make \$800 per week.

CUSTOMERS

Customers were also given surveys in an effort to get their feedback. At this point, a total of 20 responses have been received. The questions and responses are listed below:

1. How do you rate this Market, 10 being the highest and 1 the lowest?
1 – 0 2 – 0 3 – 0 4 – 0 5 – 2 6 – 1 7 – 3 8 – 5 9 – 1 10 – 7;
one responded “very good”. *Average score: 8.21*
2. What is your favorite thing about this Market?
“Near home” (2 responses), “The friendly vendors” (2 responses), “Fruits and veggies”, “Very fresh” (2 responses), “Fresh fruit”, “Location and variety”, “The staff and the variety of vendors”, “Good quality”, “Avocados”, “Location and time”, “Location” (2 responses), “Samples and onions”, “Salad Guy”, “I can walk to it on any of three days and everything is fresh!”, “Easy to go to and very good”, “The produce”, and “Fresh produce and proximity to home”.
3. What don't you like about this Market?
“Perfect”, “Nothing --- it is a great Market” (3 responses), “Too small” (4 responses), “No parking and too few vendors”, “Need more vendors” (2 responses), “No food”, “Not enough selection because not enough vendors”, “Parking”, “Produce”, and “I would like to see more stands”. Three left this question blank.
4. Do you like the mixture of farmers and vendors?
“Yes, very cool”, “Yes” (15 responses), “Yes, fairly”, “Yes, more vegetables”, “Yes, could have a larger variety”, and “Yes, very nice”.
5. Do you feel the staff is friendly and helpful?
“Yes, yes, yes”, “Yes” (15 responses), “Very” (2 responses), “Excellent! Yes!”, and “Yes, of course!”
6. How does the Downtown Farmers' Market compare to other Markets that you attend?
“Just a bit smaller”, “It is really good”, “Don't know”, “Its vendors and farmers are much more friendly”, “A little too small” (3 responses), “The best” (2 responses), “I can walk to the Torrance Certified Farmers' Market 3 days a week. Why should I go anywhere else?”, “Everyone is always so helpful and great vendors”, “I go to Wilson – same people – so good”, “Good, but needs to be bigger”, “Smaller --- I also go to the others in Torrance”, “The best --- would not go anywhere else”, “Not a big”, “I like it because it is very personal”, and “Not applicable”. Two left this question blank.

DOWNTOWN FARMERS' MARKET
LABOR AND MATERIALS/SUPPLIES COSTS
as of 8-13-11

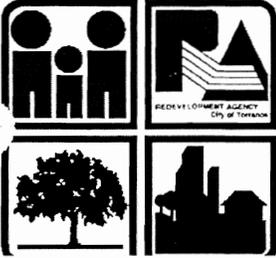
DIRECT LABOR COSTS

1 Recreation Specialist II x 100.40 hours		
1 Recreation Leader x 44.6 hours		
	Total	\$ 2,835.85

MATERIALS/SUPPLIES

Health Department permit	\$	163.50
Department of Agriculture permit	\$	204.00
<i>Torrance Tribune</i> advertising	\$	562.50
Posters and flyer design and copying (Central Services)	\$	766.36
Cleaning supplies (brooms, dust pan)	\$	45.00
	Total	\$ 1,741.36

GRAND TOTAL	\$ 4,577.21
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City of Torrance Redevelopment Agency

DOWNTOWN BULLETIN

August 18, 2011

VOLUME 79

DOWNTOWN FARMERS' MARKET SURVEY

Below you will find a survey designed to help us better meet the needs of Downtown businesses and community. Please complete and return to the Community Services booth at the Downtown Torrance Farmers' Market during regular operating hours (between 4:00-8:00 PM) on Thursday, August 25th.

FOR EVERYONE:

1) Do you shop at the Farmers' Market? *(check one)*
 ON A REGULAR BASIS _____ SOMETIMES _____ NEVER _____

2) Do you feel that the Market has brought people to Downtown? *(check one)* ___ Y ___ N
 If yes, please explain:

3) How would you rate this Market overall (Please circle, on a scale of 1-10, 10 being highest)?
 Please explain: 1 2 3 4 5 6 7 8 9 10

4) Would you like to see the Downtown Farmers' Market continue operating? ___ Y ___ N
 If yes, YEAR ROUND? _____ SEASONAL? _____ (i.e., MAY-OCT)

5) Do you feel that the 4:00 -8:00 PM hours of the Market were effective? ___ Y ___ N
 If not, what hours would be better *(check one)*? 3:00-7:00 PM 2:00 – 6:00 PM

6) How would you improve the Farmers' Market?

FOR BUSINESS OWNERS:

7) Do you feel that the Farmers' Market contributed positively to your business? ___ Y ___ N
 Please explain:

8) Did your business experience any problems related to the Market? ___ Y ___ N
 If yes, please explain:

City Contacted	Event	City Role	Managing Firm Contract
City of Carson	Southbay Pavilion Farmers' Market	Loosely involved. Has conditions of approval for Southbay Pavilions Operators. All vendors, other than farmers, must obtain City Business License	Contract between Southbay Pavilions Operators and LA City Farms. Southbay Pavilion provides space for market free of charge and does not receive any portion of the profits.
City of Santa Monica	Farmers Market Events - Wednesday & Saturday Downtown and Saturday Pico, Sunday Main Street.	In-house Farmers Market Managing Department	N/A
City of Los Angeles	Multiple Farmers Market locations around the City	Does not contract with any firm. Does allow street closures; provides permits for these events	No contract. City does receive payment for permits to close streets.
City of San Luis Obispo	Downtown Farmers Market Event	San Luis Obispo Association used to be part of Advisory Board to City. Recently separated and formed a Downtown BID. City Contracts with Downtown BID to manage money, includes Farmers Market.	City does not charge to use/close street and provides portable restrooms. City charges to install barricades - staff time. Has 2 year contract with City. Initially was a 1 year contract, with two additional 1 year extensions, then switched to two year contracts.

Local Non-Profit Managing Firms	Managed Market Locations
LA City Farms	Yamashiro Farmers' Market (Hollywood) & Southbay Pavilions Farmers' Market (Carson)
Raw Inspiration Inc.	Agoura Hills, Brentwood, Century City, Downtown LA (5th Street, 7th and Figueroa, and Bank of America Plaza), Downey, El Segundo, Gigi's Farmers' Market, La Cañada Flintridge, Larchmont Village, Melrose Place, Old Town Calabasas, Pacific Palisades, Sherman Oaks, Westlake Village, Wilshire Center, Sierra Madre, Hollywood & Highland, and Lancaster.
Sustainable Economic Enterprises of Los Angeles	Atwater Village Farmers' Market, Echo Park Farmers' Market, Hollywood Certified Farmers' Market, Hollywood-Sears Farmers' Market, LA Central Avenue Farmers' Market, Leimert Park Village Farmers' Market, and Watts Healthy Farmers' Market.
Coastal Pacific LLC	Northridge Certified Farmers' Market, Simi Valley Certified Farmers' Market, Oak Park Certified Farmers' Market, Channel Islands Harbor Certified Farmers' Market, West Hills/Corporate Pointe Farmers' Market.



Request for Proposals (RFP)

City of Torrance | 3031 Torrance Blvd, Torrance CA 90503 | www.TorranceCA.Gov

RFP No. B2012-08

RFP for Downtown Torrance Event and Market Coordinator

RFP Submittal Information

Proposals may be mailed or hand delivered. No faxed proposals will be accepted.

Late proposals will not be accepted.

Location: Office of the City Clerk

3031 Torrance Blvd.

Torrance, CA 90503

Date: Thursday, May 3, 2012

Time Deadline: **2:00 P.M.**

Proposals will be opened and publicly read aloud at 2:15 PM in the Council Chambers.

An original plus four (4) printed copies in a sealed envelope and marked with the RFP number and title must be submitted by the deadline. Your submittal must include the following:

- Proposer's Response (Section III of this document) on the forms provided. If additional space is required, please attach additional sheets/pages.
- Proposer's Affidavit (Attachment 1)

Notice of Pre-Proposal Conference

The City will conduct a briefing session for prospective Proposers.

The pre-proposal conference will start promptly at the time and location listed below.

Location: In front of 1215 El Prado Avenue

Date: Thursday, April 26, 2012

Time: 3:00 PM

Questions Regarding this RFP Should be Directed to:

Jeffery W. Gibson
Community Development Director
(310) 618-5990
JGibson@TorranceCA.Gov

RFP No. B2012-08

RFP for Downtown Torrance Event and Market Coordinator

SECTION I RFP INSTRUCTIONS AND INFORMATION

Notice is hereby given that sealed proposals will be received in the office of the City Clerk, City Hall, 3031 Torrance Boulevard, Torrance, CA, until 2:00 p.m. on Thursday, May 3rd, 2012, and will be opened and publicly read aloud at 2:15 p.m. on the same date in the Council Chambers, Torrance City Hall. You are invited to be present at the opening of proposals. An original and four (4) printed copies of each proposal must be submitted in a sealed envelope and clearly marked: "RFP for Downtown Torrance Event and Market Coordinator, RFP No. B2012-08."

The City is seeking proposals for event coordinators who will organize, arrange, and manage a weekly Downtown Torrance event. The event coordinator awarded the contract will not be paid by the City; all fees are to be collected directly from vendor sales.

Proposal Submittal Form:

The proposal must be made on the form provided for that purpose, enclosed in a sealed envelope, and marked "RFP for Downtown Torrance Event and Market Coordinator, RFP No. B2012-08" and addressed to the City Clerk, City of Torrance, 3031 Torrance CA. 90503. If an individual makes the proposal, it must be signed by that individual, and an address, telephone (and fax number if available) must be given. If made by a business entity, it must be signed by the person(s) authorized to execute agreements and bind the entity to contracts. A full business address, telephone (and fax number if available) must be given. No telegraphic, fax or telephonic proposal will be considered.

Blank spaces in the proposal form must be filled in; using ink, indelible pencil, or typewriter, and the text of the proposal form must not be changed. No additions to the form may be made. Any unauthorized conditions, limitations, or provisos attached to a proposal will render it informal and may cause its rejection. Alterations by erasure or interlineations must be explained or noted in the proposal form over the signature of the Proposer.

Pre-Proposal Conference:

The City recommends that Proposers who intend to submit a proposal have a representative from their company attend the pre-proposal conference on Thursday, April 26th at 3pm. Proposing parties are strongly encouraged to visit the site on their own prior to this meeting. The pre-proposal conference will start at the location listed on page 1 of this Request for Proposals. No make-up walk-through will be scheduled and Proposers may not contact individual City Departments to request tours. Individuals attending the conference should be prepared to take adequate notes of their observations to assist them in preparation of their proposal submittal.

Questions Regarding the RFP

If respondents have questions regarding the RFP, please submit them in writing via email to Jeffery Gibson at JGibson@TorranceCA.Gov. Written responses to questions asked by one responder will be shared with the other responding parties on the City's website. The City will not be bound by any oral explanations or instructions given at any time during the review process. Oral explanations become binding only when confirmed in writing by an authorized City official.

Reservation:

The City reserves the right to revise or amend these specifications prior to the date set for opening proposals. Revisions and amendments, if any, will be announced by an addendum to this RFP. If the revisions require

additional time to enable Proposers to respond, the City may postpone the opening date accordingly. In such case, the addendum will include an announcement of the new opening date.

All addenda must be attached to the proposal. Failure to attach any addendum may render the proposal non-responsive and cause it to be rejected.

The City Council reserves the right to reject any and all proposals received, to take all proposals under advisement for a period not to exceed ninety (90) days after the date of the opening, to waive any informality on any proposal, and to be the sole judge of the relative merits of the material and or service mentioned in the respective proposals received. The City reserves the right to reject any proposal not accompanied with all data or information required.

This Request for Proposals does not commit the City to award a contract or to pay any cost incurred in the preparation of a proposal. All responses to this RFP document become the property of the City of Torrance.

Affidavit:

An affidavit form is enclosed. It must be completed signifying that the proposal is genuine and not collusive or made in the interest or on behalf of any person not named in the proposal, that the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure for itself an advantage over any other proposer. Any proposal submitted without an affidavit or in violation of this requirement will be rejected. (Attachment 1)

Fingerprinting and Background Check:

The awarded Proposer, along with any employees or agents that provide any services enumerated in this Request for Proposal, is required to be fingerprinted at the Torrance Police Department before commencing any service.

The awarded Proposer will at the Proposer's sole expense, pay the City's standard fee for fingerprinting and Department of Justice background check ("Check") for any of the Proposer's employees, agents or contractors required by law to submit to such check.

Standards for Evaluation:

The City will be the sole determiner of suitability to the City's needs. Proposals will be rated according to their completeness and understanding of the City's needs, conformance to the requirements of the technical specifications, prior experience with similar scope of work, financial capabilities, and delivery.

Errors and Omissions:

The proposer will not be allowed to take advantage of any errors and/or omissions in these specifications or in the proposer's specifications submitted with its proposal. Full instruction will always be given when errors or omissions are discovered.

The Contract:

The Proposer to whom the award is made will be required to enter into a written contract with the City of Torrance. Attached is a copy of the City's standardized contract (Attachment A), which will be modified to reflect the awarded RFP. A copy of this RFP and the accepted proposal will be attached to and become a part of the contract.

The City intends to provide the use of the location free of cost to the awarded Proposer, so as to establish a strong base for the market. Sixty days prior to the end of the year, the Proposer will provide to the City a statement of performance, including a detailed expense and income report, to be discussed with the City at a

Performance Review meeting. For all street and alley closures associated with the events, the selected firm will be responsible for installing and removing hard-barriers (such as bollards or parked cars), to the satisfaction of the Fire Department. In the event that the City's assistance is requested to close the streets, a fee will be assessed to cover any costs.

Contract Term:

The initial contract will be for a period of one (1) year. Sixty days prior to the conclusion of the first year, the Proposer and City staff will review the performance of the market and make any recommendations that they see fit. Following the first year, the contract can be extended for an additional four (4) years, with an additional performance review sixty days prior to the end of the third year.

Insurance:

- A. The Proposer must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:
- (1) Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - (a) Primary Bodily Injury with limits of at least \$250,000 per person, \$500,000 per occurrence; and
 - (b) Primary Property Damage of at least \$100,000 per occurrence; or
 - (c) Combined single limits of \$500,000 per occurrence.
 - (2) General Liability including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
 - (3) Workers' Compensation with limits as required by the Labor Code of the State of California and Employers Liability with limits of at least \$500,000 per occurrence.
- B. The insurance provided by the Proposer will be primary and non-contributory
- C. The CITY, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.
- D. The Proposer must provide certificates of insurance and/or endorsements indicating appropriate coverage to the Purchasing Division of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to the CITY.

SUFFICIENCY OF INSURERS AND SURETIES: Insurance or bonds required by this Contract will be satisfactory only if issued by companies admitted to do business in California, rated "B" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of the CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Contract creates an increased or decreased risk of loss to the CITY, the Proposer agrees that the minimum limits of the insurance policies and the performance bond required by this Contract may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Proposer will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of the CITY within 10 days of receipt of notice from the Risk Manager.

Definitions:

Word	Definition as applied to this Request for Proposal
The City	"The City" shall mean the City of Torrance
Certified Farmer	"Certified Farmer" shall mean any person or entity possessing certification by the California Department of Food and Agriculture to operate as a certified farmer and is engaged in the business of selling fruits, vegetables, plants and other agricultural item produced by them, on a seasonal, temporary or intermittent basis at any city authorized and permitted farmers' market.

SECTION II TECHNICAL REQUIREMENTS

Introduction:

The City of Torrance is requesting proposals from qualified event managing firms with demonstrated experience managing Certified Farmers' Markets for the creation of a weekly evening event in the Downtown Torrance Event Area as shown in Attachment 2 commencing in July 2012 that provides weekly events that must include a Farmer's Market component. The event coordinator awarded the contract will not be paid by the City; all fees are to be collected directly from vendors, which could include space rentals and percentage of sales.

This RFP is intended to be as descriptive as possible. However, Proposers may not take advantage of omissions or oversights in this document. Proposers must supply products and services that meet or exceed the requirements of this RFP. In the event of a dispute over installation or performance, the needs of the City of Torrance will govern.

General Requirements:

TABLE OF CONTENTS

Section	Page
1. <i>Introduction and Background</i>	6
2. <i>Scope of Work</i>	8
3. <i>Submission Format and Content</i>	9
4. <i>RFP Process Timeline</i>	10
5. <i>City of Torrance Contract</i>	16

I. INTRODUCTION AND BACKGROUND

Overview

The City of Torrance is seeking proposals from qualified event coordinators for the establishment of a Downtown Torrance weekly event program and Certified Farmers' Market. A management approach should attract and retain quality vendors, and appeal to the needs of the Torrance business and residential communities. A weekly cultural event program will help stimulate the Downtown business economy by bringing additional foot traffic to the area and providing the neighborhood with a sense of community.

The intent of this Request for Proposals (RFP) is to select an event coordinating firm with demonstrated experience or solid partnerships in managing a Certified Farmers' Market. The weekly event program should include a wide variety of vendors and activities in the Downtown. The City hopes to launch this weekly event program no later than July 12th, 2012. Strong proposals will demonstrate the firm's experience and creativity in establishing a successful evening event program. Proposing firms should also highlight any past work experiences that demonstrate a strong ability to work with Cities and small

business communities. This RFP describes the background and context of the project, a more detailed description of the types of improvements to the existing market sought by the City, the process and criteria that will be used to select a managing firm, and the submission requirements to be followed by those responding to this request.

City Context

The City of Torrance is situated on the western side of Los Angeles County. It is bordered by the Palos Verdes Peninsula on the south, the City of Gardena on the north, the City of Redondo Beach on the north and west boundaries, the City of Lomita on the east and the Pacific Ocean on the west. The City encompasses an area of approximately 21 square miles and has an estimated population of approximately 149,111, which makes it the sixth largest city in Los Angeles County.

The original market operated between March and September in the public right of way on El Prado Ave., North-East of Sartori Ave., which is within the former Downtown Redevelopment Project Area ("DRP"). The DRP was established in 1979 and encompasses 88.5 acres, including the original commercial core of the City founded in 1912 and designed by Frederick Law Olmsted, Jr. of the Olmsted Brothers. Currently, the area is experiencing a renaissance with the development of and reinvestment in the Downtown Commercial area. The City hopes to continue moving in this positive direction by providing an inviting pedestrian environment and weekly downtown events that will draw more patrons to the area and encourage economic development.

Background

On October 19, 2010, the former City of Torrance Redevelopment Agency approved the establishment of a Downtown Torrance Farmers' Market to be privately operated at El Prado and Sartori Avenues from 4:00 – 8:00 P.M. every Thursday. On February 15, 2011, the City Council authorized a transfer of operation to the City's Community Services Department under a six month pilot program. This trial period began March 31, 2011, and was set to close on September 29, 2011.

During this trial period, City staff initiated a variety of marketing strategies to help promote the Downtown Farmers' Market. Flyers were widely distributed and posted in each of the Downtown businesses and several Downtown Bulletins were mailed, posted, and made available online publicizing the Market. In addition, weekly email announcements were sent out by the Old Torrance Neighborhood Association and Farmers' Market list serves and advertisements were placed in a number of local newspapers.

The Community Services Department monitored the Market each week for attendance, costs, and revenue, and conducted a survey amongst the Farmers and the community to gauge viability. With the exception of opening day on March 31st, attendance at the Market was relatively light, averaging between 150-200 customers per week. This resulted in lower than projected revenues and difficulty retaining Farmers. The Market originally started with 15 farmers, but this number dropped over time down to seven. Results from the surveys showed the farmers generally agreed that, all other factors unchanged, they would not participate in the market in future years without being assured minimum revenue of \$300/week/farmer. Although operating at a current total loss of approximately \$1,245, the Market was still well received by the community. Of the surveys returned from the community, every single one stated they would like to see the Market continue and grow. Suggestions received for improving the Market included better selection, more variety in vendors, and changing the hours from 4:00 – 8:00 P.M. to 3:00 – 7:00 P.M. However, the main suggestion from the community for the growth of the market was to expand it along El Prado to the alley west of Sartori Avenue, and along Sartori approximately 150 feet north and south of El Prado, in order to feature a greater number and wider variety of vendors, not necessarily limited to vendors who are Certified Farmers.

Given the findings of the surveys, it is clear that the original concept of an evening produce-only market did not generate a sufficient level of interest needed to maintain a successful weekly event in the Downtown. On December 20, 2011, the Citizens for Development and Enrichment Committee recommended to the City Council that a Request for Proposals be circulated to secure an individual or

firm that would develop and administer a comprehensive program in the Downtown for expanding weekly events to include a greater number and wider variety of vendors and special programs.

Scope of Work:

Proposals should reflect your firm's vision for establishing a successful weekly event in Downtown Torrance which includes a Certified Farmers' Market in order to turn it into a popular event. Proposing firms should be aware of the requirements of operating a Certified Farmers' Market. In order to operate a Certified Farmers' Market, a manager must contract with or be a 501(c)(3) non-profit organization or farmer and file with the Department of Agriculture. At this time, the City is targeting a July 12th, 2012 opening date. A phased start-up approach may also be considered if firms need additional time to establish a more thorough event package. The City will have final approval over the vendors, schedule and activities proposed for this weekly event.

A portion of the weekly event should include a Certified Farmers' Market; however, it is possible to incorporate a variety of vendors in addition to the market. Applicants may utilize a portion or the entirety of the maximum allowable area for the weekly events (see Attachment 2). Please specify the proposed area in your submittal, indicating the area to be used for the Certified Farmers' Market, and other vendors or activities. All proposed vendors to be featured should be selected so as to complement the Downtown business community and not directly compete with local interests. The market manager is expected to incorporate local organizations such as the artists' guild, crafters guild, youth groups, performance groups, etc., and give preference to local interested parties to perform or sell goods at the weekly events.

The City is interested in seeing a variety of vendors at the weekly events. Such types of vendors may include, but are not limited to: fruits and vegetables, cheese, specialty meats, flowers, fine arts and crafts, jewelry, face painting, balloon art, etc. Antique or second-hand goods should be avoided, as well as food trucks and retail food sales (see Bullet 7 & 8, below). The City is also open to proposals featuring live music and/or entertainment, as long as no amplified speakers are required. Regular Thursday night programming should not include the sale of alcoholic beverages on the public right-of-way.

The proposals may be somewhat general in nature at the time of submittal, but they must be detailed enough so that the City can gain a complete picture of how the proposal will improve upon the previous arrangement. For descriptive purposes, your firm may use a range of tools to depict your firm's vision such as: a tentative schedule of events; a map of the newly proposed area, newly proposed time-frames (including set-up and break-down times), percentages of vendor mix / Certified Farmers' Market Portion; types of vendors and what they provide, and any other descriptive tools as seen fit.

While your firm may be as creative as possible in suggestions for improvements, the following considerations should be made when drafting proposals.

1. The time frame should remain on Thursdays from 3:00pm -7:00pm to remain consistent with the recommendations received from the surveys conducted. Alternative start and end times for the market may also be proposed; however, proposers will need to make a strong case for how this would improve the market and positively impact the community.
2. Applicants must include a map of proposed event area not to exceed the Maximum Allowable Area described in Attachment 2. Indicate on map area to be dedicated to Certified Farmers' Market, and a general location of other proposed vendor & craft booths.
3. Contractors will provide a schedule of weekly events beginning July 12th, 2012. However, the City recognizes that events may be less frequent during winter months.
4. Vendors should be chosen so as not to compete or conflict with Downtown tenants and businesses. Products and fare of the vendors should be chosen so as to be complimentary to the

types of businesses established in the Downtown. Proposing firms are encouraged to work with existing Downtown businesses in order to include local businesses in the event.

5. No alcoholic beverages are permitted to be sold on the public right-of-way.
6. No prepared food will be allowed other than pre-packaged foods.
7. No retail food vendors or food trucks will be allowed. Exceptions will be made for existing businesses in the Downtown, provided they obtain all necessary City and County permits required for operation of a booth at the market.
8. The sale of antique or second hand goods will not be allowed.
9. Any proposals which include an expansion of the event location should be mindful of safety and circulation. No street closure will be considered past the public parking structure on Sartori Ave. In addition, the Torrance Fire Department requires a 20 foot clearance in the center of the street in cases of emergency to allow fire trucks access. Please keep this in mind when designing a layout for the market.
10. The City of Torrance requires hard, removable barriers to be installed during street closures in order to protect pedestrians. The applicant may use manned vehicles as barriers or can request assistance from the City for the installation of removable barriers. If assistance from the City is requested, a fee will be assessed to cover the costs of the administrative and staff time incurred.

Work Plan:

Prior to the beginning of the work, the awarded Proposer must provide the City a detailed schedule and work plan for approval. This should include a weekly operation plan that describes in detail how the event would proceed and a list of participating vendors for each week. This Work Plan should also reflect the City's desired launch date and hard deadlines that the selected firm must meet in order to successfully launch the event on time. If proposing firms feel that they cannot launch the weekly event by the desired start date, a phased start-up approach may be considered.

Submission Format and Content:

Proposals submitted in response to this RFP shall include the information and materials listed below in the following format. Proposals that do not address all topic areas will be deemed incomplete and will not be considered for evaluation. It is the responsibility of the applicant to ensure completeness of their proposal.

1. Cover Letter – Include a cover letter indicating the nature and concept of the proposed project. The letter must include the company name, address, and name, telephone, fax and e-mail address of the person authorized to represent the proposing party.
2. Qualifications and Experience – Please provide the experience of the firm and project team members in successfully establishing or improving a farmers' market/ weekly event. Identify the individuals who will be working on this project, according to their roles and responsibilities and provide their resumes. Provide a portfolio of related experience, including individual projects and the names and contact information of references relative to these projects.
3. Financial Capability – Proposing firms should submit any necessary information that would demonstrate the Proposing entity's financial soundness and the ability to complete the proposal as described. If the Applicant wishes to keep financial information confidential, please indicate at the top of each "confidential" page.

4. Project Overview and Approach to Accomplish Work – Please provide a detailed description of the approach for undertaking and completing the project described in this RFP.
5. Budget – Please provide a detailed fee schedule. This schedule should include any LA County Health or Department of Agriculture fees, vendor rental rates by type of vendor, and how the event coordinator will collect fees, as this contract will not receive funds from the City. Applicants acknowledge that the use of the space will be free, notwithstanding street closure fees that may be incurred.
6. References – Please provide a minimum of three (3) references for similar work. References should include the name of the contact, address and phone number, as well as a brief description of the work performed.

RFP Process Timeline:

The following represents the timeline envisioned by City Staff for the expeditious release and award of the RFP contract. Proposing Firms should arrange for availability in their schedules ahead of time in order to be able to attend any of the following meetings, interviews or Council Meetings.

- April 18, 2012- RFP Released
- April 26, 2012- Pre-proposal Meeting/ Walk-through, Thursday, 3pm at corner of El Prado and Sartori Avenues.
- May 3, 2012 – Proposals due to the Office of the City Clerk no later than 2:00 PM.
- May 10, 2012 – 9am-12pm, Interviews with top 3 proposing firms
- May 22, 2012 – 7pm City Council Meeting.
 - Staff will present the selected proposal at this meeting. The selected firm is expected to be in attendance to answer any questions posed by the Council.
- July 12, 2012 – Launch of the Downtown Torrance Weekly Event.

RFP No. B2012-08

RFP for Downtown Torrance Market and Event Coordinator

SECTION III PROPOSAL SUBMITTAL

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE PROPOSAL.

In accordance with your "Invitation to RFP", the following proposal is submitted to the City of Torrance.

RFP Submitted By:

Name of Company

Address

City/State/Zip Code

Telephone Number/Fax Number

Printed Name/Title

Signature

Date

Contact for Additional Information:

Please provide the name of the individual at your company to contact for any additional information

Name

Title

Telephone Number/Fax Number

Form of Business Organization: Please indicate the following (check one);

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: _____

Business History:

How long have you been in business under your current name and form of business organization?

_____ Years

If less than three (3) years and your company was in business under a different name, what was that name?

Addenda Received:

Please indicate addenda information you have received regarding this RFP:

Addendum No. _____ Date Received: _____
Addendum No. _____ Date Received: _____
Addendum No. _____ Date Received: _____
Addendum No. _____ Date Received: _____

_____ No Addenda received regarding this RFP.

Payment Terms: The City of Torrance Payment terms are Net 30. The City does not make pre-payments, or pay upon receipt.

Do you offer any discounted invoice terms? _____

References:

Please supply the names of companies/agencies for which you recently supplied comparable services as requested in this RFP.

Name of Company/Agency	Address	Person to contact/Telephone No.
_____	_____	_____
_____	_____	_____
_____	_____	_____

Proposer Name: _____

RFP Submittal Requirement and Acknowledgement		
<p>Proposers are required to place a check mark in Column A indicating that your proposal is as per the specifications of this Request for Proposals.</p> <p>You may attach additional sheets to your RFP submittal describing in detail the service you are proposing. You must indicate the page number reference in Column C.</p>		
Description	Column A	Column B
RFP Specification/Requirement	Place a check mark in this column indicating that your proposal is as per the specifications in this RFP	You may attach additional sheets to your proposal submittal describing in detail the service you are proposing. Please reference your page number in the space below.
Cover Letter		
Qualifications and Experience		
Financial Capability		
Project Overview and Approach		
Descriptive tools listed on pages 7- 8		
- Proposed Event Area (Map)		
- List of Proposed Vendors & Locations		
- Tentative Event Schedule and time frame		
Budget		
- Vendor Fee Schedule		
References		

STATE OF CALIFORNIA

PROPOSER'S AFFIDAVIT

COUNTY OF LOS ANGELES

_____ being first duly sworn deposes and says:

1. That he/she is the _____ of _____
(Title of Office) (Name of Company)

Hereinafter called "proposer", who has submitted to the City of Torrance a proposal for

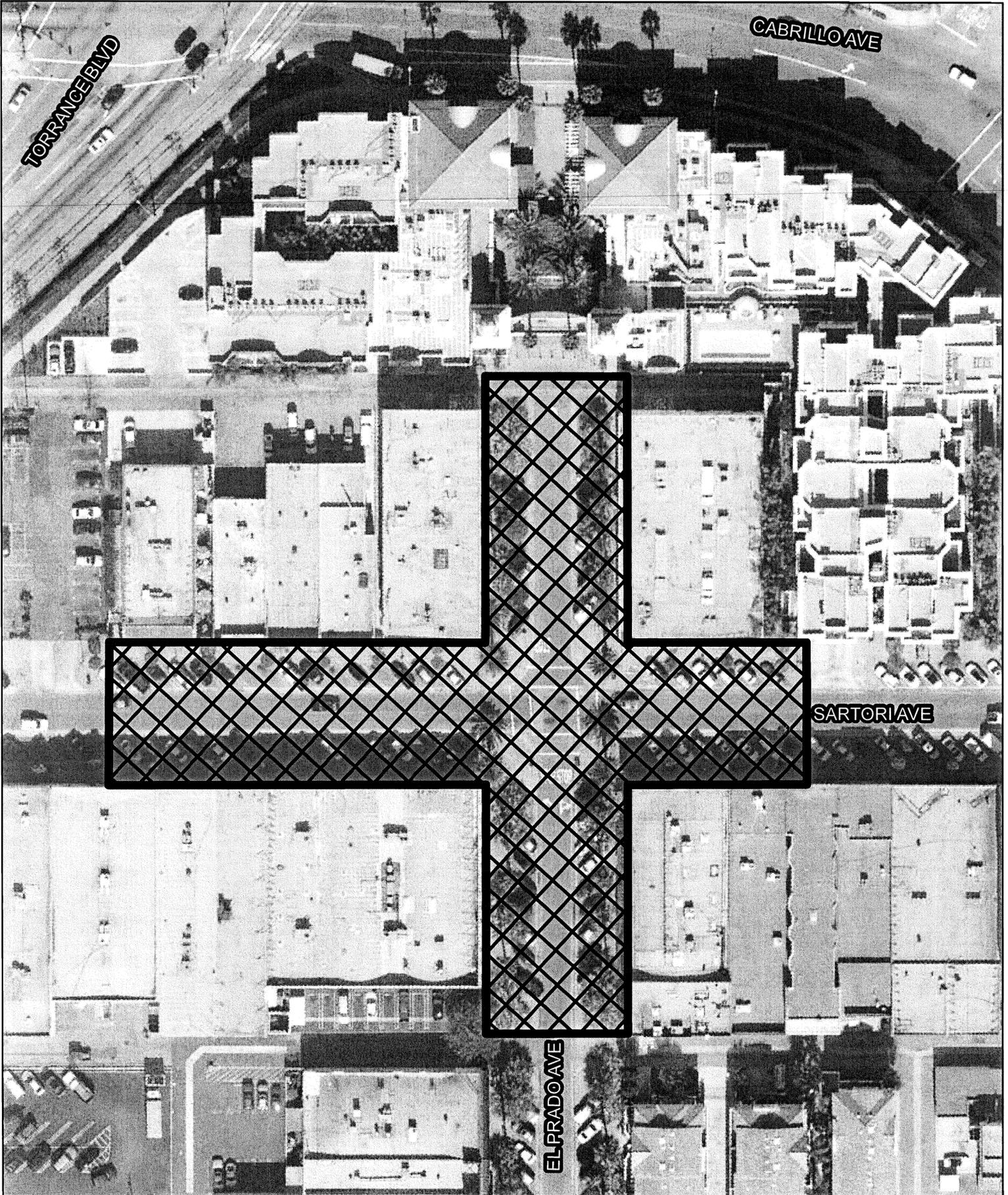
_____ (Title of RFP)

- 2. That the proposal is genuine; that all statements of fact in the proposal are true;
- 3. That the proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;
- 4. That the Proposer did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham proposal, to refrain from proposing, or to withdraw his proposal, to raise or fix the proposal price of the Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of the Proposer's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Torrance, or of any other Proposer, or anyone else interested in the proposed contract;
- 5. That the Proposer has not in any other manner sought by collusion to secure for itself an advantage over the other Proposer or to induce action prejudicial to the interests of the City of Torrance, or of any other Proposer or of anyone else interested in the proposed contract;
- 6. That the Proposer has not accepted any proposal from any subcontractor or materialman through any proposal depository, the bylaws, rules or regulations of which prohibit or prevent the Proposer from considering any proposal from any subcontractor or material man, which is not processed through that proposal depository, or which prevent any subcontractor or materialman from proposing to any contractor who does not use the facilities of or accept proposals from or through such proposal depository;
- 7. That the Proposer did not, directly or indirectly, submit the Proposer's proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Proposer in its business.
- 8. That the Proposer has not been debarred from participation in any State or Federal works project.

Dated this ____ day of _____, 20____.

(Proposer Signature)

(Title)



TORRANCE BLVD

CABRILLO AVE

SARTORIO AVE

EL PRADO AVE

T:\Mia\PDF\2012\Aerials\8by11P Downtown Event Area Map.pdf

Lines and photos are approximate, not to be used for establishing absolute or relative positions



Downtown Torrance Event Area



Maximum Allowable Area

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (“Agreement”) is made and entered into as of (the “Effective Date”), by and between the CITY OF TORRANCE, a municipal corporation (“CITY”), and Insert name and business entity description, i.e. XYZ Corporation, a California Corporation (“CONSULTANT”).

RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONSULTANT to Insert brief description of services.
- B. In order to obtain the desired services, the CITY has circulated its Request for Proposal for Insert brief title of RFP, RFP No. Insert RFP No. (the “RFP”).
- C. CONSULTANT has submitted a Proposal (the “Proposal”) in response to the RFP. In its Proposal CONSULTANT represents that it is qualified to perform those services requested in the RFP. Based upon its review of all proposals submitted in response to the RFP, the CITY is willing to award the contract to CONSULTANT.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT will provide the services and install those materials listed in CONSULTANT’s Proposal submitted in response to the RFP. A copy of the RFP is attached as Exhibit A. A copy of the Proposal is attached as Exhibit B. A copy of the Location Map is attached as Exhibit C.

2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through . CITY has the right, in its sole discretion, to exercise an option to extend this Agreement for additional four years.

3. COMPENSATION

- A. CONSULTANT’s Fee.

CONSULTANT will not be paid by the CITY. All fees are to be collected directly from vendor sales or vendor rental rates. As consideration for this Agreement, the CITY will provide the location for free, but that there may be fees and costs associated with street closures.

4. **TERMINATION OF AGREEMENT**

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.
2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONSULTANT will:
 - a. cease operations as directed by CITY in the notice;
 - b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
 - c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
3. In case of such termination for CITY's convenience, CONSULTANT will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
2. In the event this Agreement is terminated for cause by the default of the CONSULTANT, the CITY may, at the expense of the CONSULTANT and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONSULTANT under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONSULTANT and its surety from liability for the default. Under these circumstances, however, the CONSULTANT and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.
3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONSULTANT or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONSULTANT or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the City determines to be so serious and compelling as to affect CONSULTANT's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONSULTANT has been given notice and an opportunity to present evidence in mitigation.

5. **FORCE MAJEURE**

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

6. **RETENTION OF FUNDS**

CONSULTANT authorizes the CITY to deduct from any amount payable to CONSULTANT (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate the CITY for any losses, costs, liabilities, or damages suffered by the CITY, and all amounts for which the CITY may be liable to third parties, by reason of CONSULTANT's acts or omissions in performing or failing to perform CONSULTANT's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONSULTANT, or any indebtedness exists that appears to be the basis for a claim of lien, the CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of the CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONSULTANT to insure, indemnify, and protect the CITY as elsewhere provided in this Agreement.

7. **THE CITY'S REPRESENTATIVE**

Insert a specific person is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by the CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONSULTANT.

8. **CONSULTANT REPRESENTATIVE(S)**

The following principal(s) of CONSULTANT are designated as being the principal(s) and representative(s) of CONSULTANT authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

9. **INDEPENDENT CONTRACTOR**

The CONSULTANT is, and at all times will remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents will have control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as otherwise set forth in this Agreement. The CONSULTANT may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY.

10. **BUSINESS LICENSE**

The CONSULTANT must obtain a City business license prior to the start of work under this Agreement, unless CONSULTANT is qualified for an exemption.

11. **OTHER LICENSES AND PERMITS**

CONSULTANT warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. **FAMILIARITY WITH WORK**

By executing this Agreement, CONSULTANT warrants that CONSULTANT (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONSULTANT warrants that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONSULTANT discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONSULTANT must immediately inform the CITY of that fact and may not proceed except at CONSULTANT's risk until written instructions are received from the CITY.

13. **CARE OF WORK**

CONSULTANT must adopt reasonable methods during the term of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by the CITY, except those losses or damages as may be caused by the CITY's own negligence.

14. **CONSULTANT'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS**

Records of the CONSULTANT's time pertaining to the project, and records of accounts between the CITY and the CONSULTANT, will be kept on a generally recognized accounting basis. CONSULTANT will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to the CITY during normal working hours. CONSULTANT will maintain these records for three years after final payment.

15. **INDEMNIFICATION**

CONSULTANT will indemnify, defend, and hold harmless CITY, the Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONSULTANT, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONSULTANT's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONSULTANT will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONSULTANT will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

16. **NON-LIABILITY OF THE CITY'S OFFICERS AND EMPLOYEES**

No officer or employee of the CITY will be personally liable to CONSULTANT, in the event of any default or breach by the CITY or for any amount that may become due to CONSULTANT.

17. **INSURANCE**

A. CONSULTANT must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:

- (1) Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - (a) Primary Bodily Injury with limits of at least \$250,000 per person, \$500,000 per occurrence; and
 - (b) Primary Property Damage of at least \$100,000 per occurrence; or
 - (c) Combined single limits of \$500,000 per occurrence.
- (2) General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
- (3) Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$500,000.

- B. The insurance provided by CONSULTANT will be primary and non-contributory.
- C. CITY ("City of Torrance"), the Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.
- D. CONSULTANT must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

18. SUFFICIENCY OF INSURERS

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of the CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the CITY, the CONSULTANT agrees that the minimum limits of any insurance policies and/or performance bond required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONSULTANT will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of the CITY within 10 days of receipt of notice from the Risk Manager.

19. CONFLICT OF INTEREST

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

20. **NOTICE**

A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

- (1) Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
- (2) First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
- (3) Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
- (4) Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
- (5) Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

CONSULTANT:

Fax:

CITY:

City Clerk
 City of Torrance
 3031 Torrance Boulevard
 Torrance, CA 90509-2970
 Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. **PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING**

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either the CITY or CONSULTANT without the prior written consent of the other.

22. **INTEGRATION; AMENDMENT**

This Agreement represents the entire understanding of the CITY and CONSULTANT as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

23. **INTERPRETATION**

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

24. **SEVERABILITY**

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

25. **TIME OF ESSENCE**

Time is of the essence in the performance of this Agreement.

26. **GOVERNING LAW; JURISDICTION**

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

27. **COMPLIANCE WITH STATUTES AND REGULATIONS**

CONSULTANT will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

28. **WAIVER OF BREACH**

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

29. **ATTORNEY'S FEES**

Except as set forth in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. **EXHIBITS**

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. **CONSULTANT'S AUTHORITY TO EXECUTE**

The person(s) executing this Agreement on behalf of the CONSULTANT warrant that (i) the CONSULTANT is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONSULTANT; (iii) by so executing this Agreement, the CONSULTANT is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONSULTANT is bound.

CITY OF TORRANCE,
a Municipal Corporation

Insert name of business
Insert type of entity

Insert Name of Dept. Head, Insert name of Dept.

By: _____
Insert Name and Title

LeRoy J. Jackson, City Manager

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____

Attachments:	Exhibit A:	RFP
	Exhibit B:	Proposal
	Exhibit C:	Location Map

Revised: 10/29/2008

EXHIBIT A
REQUEST FOR PROPOSALS

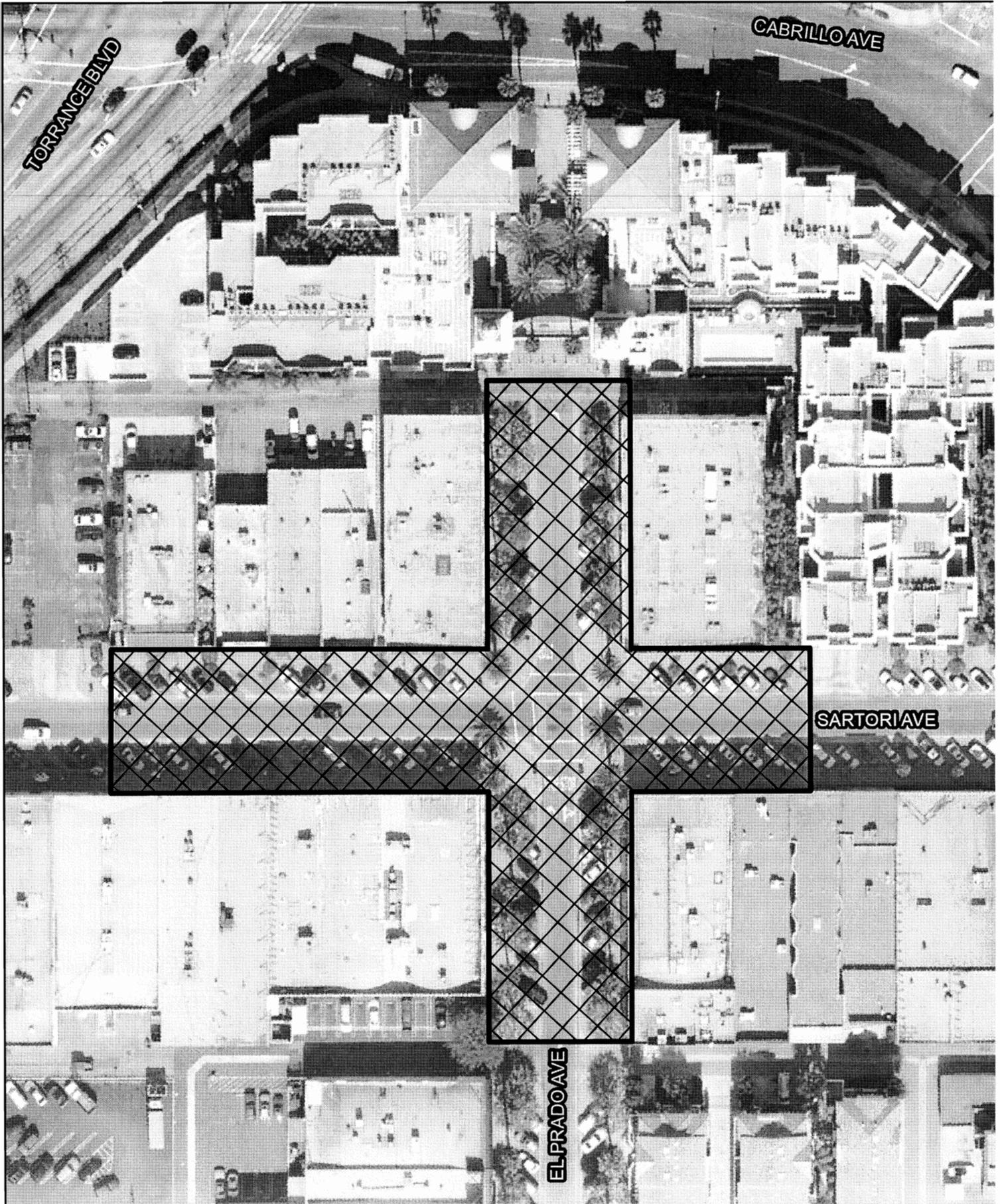
[To be attached]

EXHIBIT B

PROPOSAL

[To be attached]

EXHIBIT C
LOCATION MAP



T:\Mail\PDF\2012\ae\ae18\by11P Downtown Event Area Map.pdf

Lines and photos are approximate, not to be used for establishing absolute or relative positions



Downtown Torrance Event Area



Maximum Allowable Area