Council Meeting of
July 17, 2012

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

Members of the Council:

SUBJECT: Community Development – Authorize and award Consulting Service Agreement to operate the Downtown Torrance Marketplace.

Expenditure: None.

RECOMMENDATION

Recommendation of the Community Development Director that City Council:

1) Approve the Consulting Service Agreement for the Downtown Torrance Marketplace; and
2) Award the Consulting Service Agreement for the Downtown Marketplace to Michael Shafer for the term beginning August 1, 2012 through July 31, 2013.

Funding
Not applicable

BACKGROUND AND ANALYSIS

Earlier this year, the Citizen Enrichment and Development Committee and the Community Development Department staff were directed by the City Council to investigate ways to improve the performance of the Downtown Farmer's Market to help stimulate activity and interest in the Downtown area during the traditionally off-peak hours.

On April 17, 2012, the City Council considered a recommendation of the Citizen Enrichment Committee and staff to authorize the circulation of a request for proposal (RFP) for the selection of a special event/market coordinator to help achieve this goal. Under this proposal, a portion of the revenue generated by the Downtown Farmer's Market and events would be used to pay the firm selected to coordinate the market and events and there would be no cost to the City for the services provided.

It was noted during the meeting that Downtown Torrance business owner Michael Shafer volunteered to coordinate the Thursday night Downtown Farmer's Market. Mr. Shafer stated that he would enlist the aid of a professional event planner in this endeavor. The City Council directed staff to work with Michael Shafer on an agreement as market/event coordinator on a trial basis through November 1, 2012 to bring back for Council approval.

For your consideration is the Consulting Service Agreement ("Agreement") to operate the Downtown Torrance Marketplace ("Marketplace"). The Marketplace will be held weekly on

Thursday from 3:00 p.m. to 7:00 p.m. and located on El Prado Avenue between Sartori Avenue and Cabrillo Avenue and may include the courtyard in front of the Buffalo Fire Department Restaurant located at 1261 Cabrillo Avenue #100 with the possibility of expanding the event on to Sartori Avenue and further west on El Prado Avenue. The Marketplace will feature 15 to 20 vendors who sell specialty food products, produce (certified fruits and vegetables), cheese, specialty meats, flowers, fine arts and crafts, and jewelry. All vendors will be selected so as to complement the Downtown businesses and not directly compete with area businesses. A Certified Farmer's Market may be a component of the Marketplace. The event coordinator ("Consultant') of the Marketplace will be responsible for the event set up and clean up, closing and re-opening of the street, arranging adequate restroom facilities for attendees, obtaining sound permits for amplified sound, and for operating the event in accordance with the terms and conditions of approval of the Agreement. Under the terms of Agreement, Consultant will not be compensated by the City, but will be paid by the vendors of the Marketplace.

Staff recommends that the Council approve the Agreement and award the Agreement to Michael Shafer for a one year trial basis for term beginning August 1, 2012 through July 31, 2013. While the trial period was intended to end on November 1, 2012, staff is recommending that the trial period be extended July 31, 2013 in order for the Marketplace to have sufficient time to establish community and vendor support.

Respectfully submitted,

JEFFERY W. GIBSON
COMMUNITY DEVELOPMENT DIRECTOR

By _____
Gregg Lodan, AICP
Planning Manager

CONCUR:

_____
Jeffery W. Gibson
Community Development Director

_____
John L. Fellows III
City Attorney

_____
LeRoy J. Jackson
City Manager

Attachments: A) Consultant Service Agreement
B) City Council Minutes Excerpt from April 17, 2012

ATTACHMENT A

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT ("Agreement") is made and entered into as of August 1, 2012 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Michael Shafer, a sole proprietorship ("CONSULTANT").

RECITALS:

A. CITY wishes to retain the services of an experienced and qualified CONSULTANT to operate the Downtown Torrance Marketplace.

B. CONSULTANT represents that it is qualified to perform those services.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT will provide the services listed in the Scope of Services attached as Exhibit A. CONSULTANT warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

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 July 31, 2013.

3. COMPENSATION

CONSULTANT will not be paid by CITY. CONSULTANT will be paid by Vendors in the Downtown Torrance Marketplace. Both parties acknowledge that consideration for this Agreement is the benefit of enhanced activity in and the economic well-being of the businesses in Downtown Torrance.

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 written 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 control, 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 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 CITY for any losses, costs, liabilities, or damages suffered by CITY, and all amounts for which CITY may be liable to third parties, by reason of CONSULTANT's negligent acts or omissions or willful misconduct 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, 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 CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONSULTANT to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

7. CITY REPRESENTATIVE

The Community Development Director or his designee 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 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:

Michael Shafer

9. INDEPENDENT CONTRACTOR

The CONSULTANT is, and at all times will remain as to CITY, a wholly independent contractor. Neither 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 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 CITY of that fact and may not proceed except at CONSULTANT's risk until written instructions are received from 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 CITY, except those losses or damages as may be caused by 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 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 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 CITY OFFICERS AND EMPLOYEES

No officer or employee of 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 $500,000 per person, $1,000,000 per occurrence; and

   b. Primary Property Damage of at least $250,000 per occurrence; or

   c. Combined single limits of $1,000,000 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. Professional liability insurance with limits of at least $1,000,000 per occurrence.

4. Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least $1,000,000.

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 AND SURETIES

Insurance or bonds 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 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 CITY, the CONSULTANT agrees that the minimum limits of any insurance policies or performance bonds 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 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.

6. Addresses for purpose of giving notice are as follows:

CONSULTANT:	Michael Shafer 1261 Cabrillo Avenue Torrance, CA 90501 Fax: (310) 791-1615
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 CITY or CONSULTANT without the prior written consent of the other.

22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of 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 provided for 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

_____
Frank Scotto, Mayor

ATTEST:

_____
Sue Herbers
City Clerk

APPROVED AS TO FORM:
JOHN L. FELLOWS III
City Attorney

By:_____

Michael Shafer
a sole proprietor

By:_____
Michael Shafer

Attachments: Exhibit A Scope of Services

Revised: 10/29/2008

EXHIBIT A

SCOPE OF SERVICES

DESCRIPTION

The applicant, Michael Shafer, will operate the Downtown Torrance Marketplace ("Marketplace") for a period of one (1) year, beginning on TBD 2012. The Marketplace will include vendors who sell, to the community, specialty food products, produce (certified fruits and vegetables), cheese, specialty meats, flowers, fine arts and craft, jewelry, face painting, balloon art, etc), handcrafted arts and crafts from local artisans. All vendors to be featured will be selected so as to complement the Downtown business community and not directly compete with businesses located within the downtown area. The event 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. A Certified Farmers Market may be a component of this Marketplace, however, non certified farmer's market produce will not be sold unless sold by a current business within the Downtown Torrance area. The number of vendors may vary between fifteen (15) and twenty (20) vendors. The City will have final approval over the vendors, schedule and activities proposed for this weekly event.

Types of vendors may include, but are not limited to: fruits and vegetables (certified only unless excepted above), cheese, specialty meats, flowers, fine arts and crafts, jewelry, face painting, balloon art, etc. Prohibited vendors are antique or second-hand goods food trucks and retail food sales (please see Item #8, listed under Conditions of Approval). The City is also open to proposals featuring live music and/or entertainment, so long there is no requirement for amplified sound (acoustic only). Alcohol is prohibited for regular Thursday night programming in the Marketplace.

Definition:

Certified Farmers' Market. In order to operate a Certified Farmers' Market, the applicant must contract with or be a 501(c)(3) non-profit organization or farmer and file with the Department of Agriculture.

DATE AND TIME OF THE EVENT:

The Marketplace will be held weekly on Thursday from 3:00 pm to 7:00 pm.

LOCATION AND STREET CLOSURE:

The location of the Marketplace will be on El Prado Avenue between Sartori Avenue and Cabrillo Avenue and may include the Courtyard in front of the Buffalo Fire Department Restaurant if the applicant can secure use from the property owner as this is private property. The event may expand on to Sartori Avenue and further up on El Prado Avenue up to the Alley on the west if a need is presented. Applicants may utilize a portion or the entirety of the maximum allowable area for the weekly events (see Attachment 1).

The applicant shall be responsible to close and reopen the event location via bollards or hard barriers (to be approved by the Torrance Fire Department) in order to secure the site. Applicant will work with the city to obtain approval for use and access to the bollards.

If amplified sound is proposed, applicant will be responsible for obtaining a sound permit.

The applicant will be responsible for the set up and clean up of the Marketplace event area and closing and reopening of the street. The applicant will make arrangements with the location businesses for attendees to use the restroom facilities for the event or provide adequate facilities subject to the approval of the City. Notice of street closure and no parking will be posted 72 hours in advance of the event unless permanent signs are installed by the City of Torrance.

CONDITIONS OF APPROVAL:

1. The event will on Thursdays from 3:00pm -7:00pm. Alternative start and end times for the market may be proposed however, a strong case must be made for how this would improve the market and positively impact the community and any change is subject to the approval of the City of Torrance in its sole discretion.

2. Applicant 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, if conducted, and a general location of other proposed vendor & craft booths.

3. Applicant will provide a quarterly schedule of weekly events by _____, 2012 for the Marketplace start date of _____, 2012. The City recognizes that events may be less frequent during winter months, however Applicant must include all dates in the quarterly schedule.

4. Vendors will 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. Applicant is 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 or consumed on the public right-of-way.

6. No prepared food will be allowed other than pre-packaged foods.

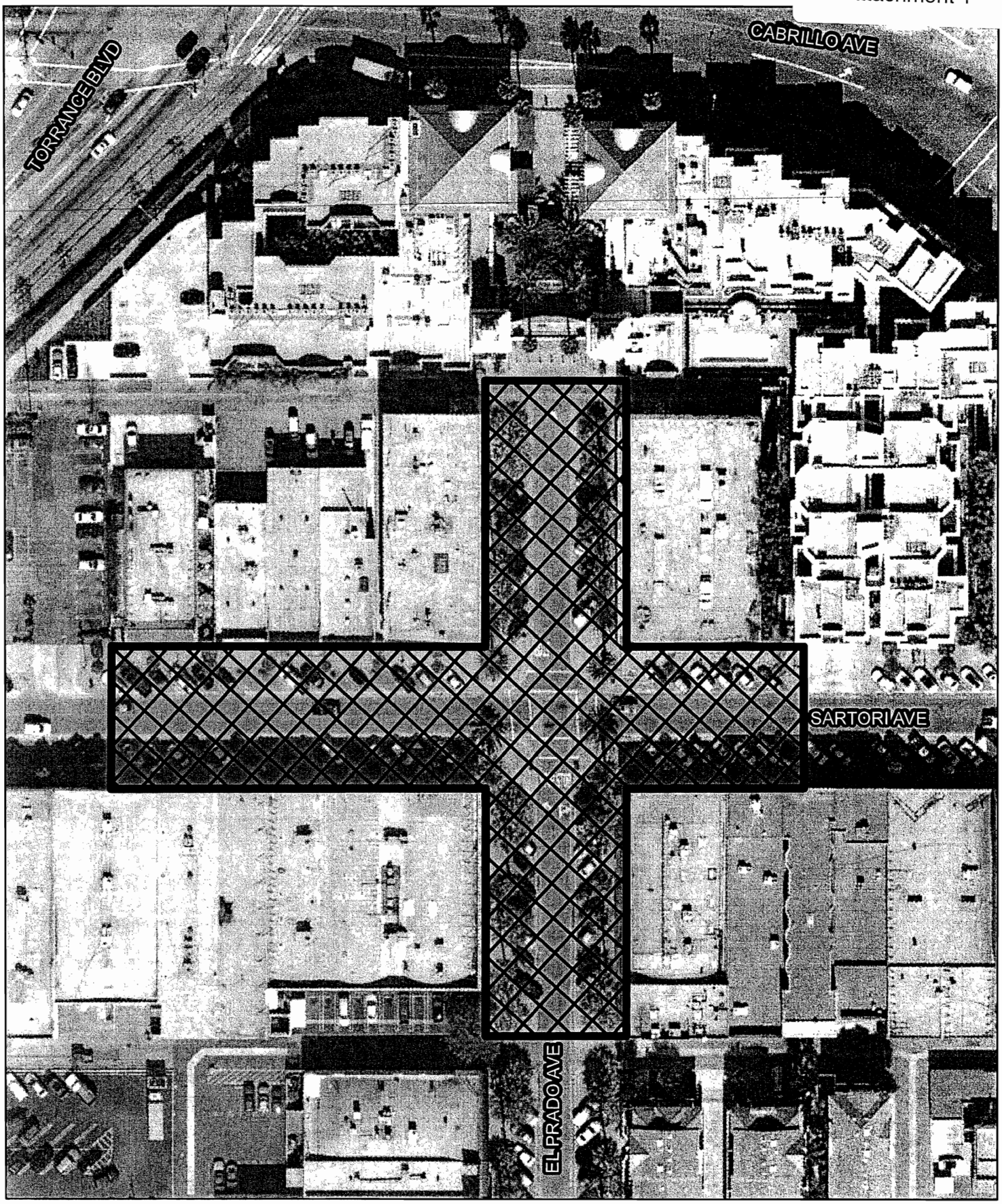
7. No retail food vendors or food trucks will be allowed. Exceptions will be made for existing businesses in the Downtown, provided they obtain all necessary City and County permits required for operation of a booth at the market.

8. The sale of antique or second hand goods will not be allowed.

9. Any proposals which include an expansion of the event location will be dictated by safety and circulation and approved at the sole discretion of the City of Torrance. 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 access.

10. The City of Torrance requires hard, removable barriers to be installed during street closures in order to protect pedestrians. The applicant will either 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.

Attachment 1



T:\Mlai\PDF\2012\aerials8by11P Downtown Event Area Map.pdf

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

Jeffery W. Gibson
Community Development Department

Downtown Torrance Event Area

Maximum Allowable Area

12. ADMINISTRATIVE MATTERS

12A. SETTING OF DATE FOR PUBLIC HEARING ON PROPOSED UNDERGROUND DISTRICTS NO. 19 AND NO. 20

Recommendation

Recommendation of the Public Works Director that City Council set a date of May 1, 2012 for a public hearing regarding proposed Underground Utility Districts No. 19 – Del Amo Boulevard from Henrietta Street to Victor Street and No. 20 – Van Ness Avenue from Torrance Boulevard to Cravens Avenue, and direct staff to notify all property owners affected by the proposed district.

Engineering Manager Semaan advised that the establishment of underground utility districts protects the City's investment by prohibiting the future installation of any overhead utilities within the district.

MOTION: Councilmember Rhilinger moved to concur with the staff recommendation. The motion was seconded by Councilmember Brewer and passed by unanimous vote (absent Councilmember Barnett).

12B. SECOND QUARTER 2011-2012 BUDGET REVIEW REPORT

Recommendation

Recommendation of the Finance and Governmental Operations Committee that City Council:

1) Accept and file the 2nd Quarter (Mid-Year) 2011-2012 Budget Review Report;
2) Accept and file the City Treasurer Investment Report; and
3) Approve the program modifications for the City Manager's Office and Finance Department.

Finance Director Tsao reported that City revenues are projected to be below budget by $3.5 to $4.5 million at fiscal year end, but actual expenses are projected to be below budget by $5.0 to $5.5 million, which will cover the shortfall so the budget remains balanced. He briefly reviewed the recommended program modifications:

1) Approve appropriation of $62,540.23 from sale of Centennial promotional items for Torrance Centennial FEAP #739;
2) Reapprove the staffing change adding .5 of a Personnel Technician in Human Resources;
3) Approve appropriation of $775,000 from the Reserve from Self Insurance Fund to assist in the funding of workers' compensation claims over four years; and
4) Approve the change in funding sources for the design for T-115 – Downtown Torrance Pedestrian Improvement Project from RDA funds to Gas Tax.

Newt Young, Torrance, expressed concerns about the impact on the budget of the City's payment of the employees' portion of contributions to CalPERS.

MOTION: Councilmember Sutherland moved to concur with the staff recommendation. The motion was seconded by Councilmember Rhilinger and passed by unanimous vote (absent Councilmember Barnett).

12C. 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.

Planning Associate Chun advised that staff was recommending that a request for proposal (RFP) be issued soliciting outside firms to plan, operate and manage a weekly market and event program in downtown Torrance on Thursday evenings. She noted that a Downtown Certified Farmers' Market was held on a trial basis last year, and the events were well received by residents and businesses, but market revenues declined and it was difficult to retain vendors. She explained that using an outside party to run the events will bring new ideas and renewed interest to the market, as well as relieve the City of operational costs. She reported that a community meeting was held and attendees concurred with the idea of circulating an RFP for an outside firm.

Noting that the staff report indicates that the events would start in mid July, Councilmember Brewer related his preference that they begin earlier to take advantage of summer weather.

Community Development Director Gibson explained that the July start date is necessary to accommodate the RFP process and staff will try to accelerate the process as much as possible.

Councilmember Sutherland asked about the cost of the contract, and Planning Associate Chen reported that the firm selected would obtain revenue from selling vendor spaces and there would be no cost to the City except for setting up barricades.

Councilmember Rhilinger noted that the staff report mentions that community member Chef Michael Shafer has volunteered to run the Thursday events.

Community Development Director Gibson stated that staff was concerned that Mr. Shafer lacks the experience of professional event planner, however, staff recognizes that there are advantages to having someone local involved and was not opposed to allowing Mr. Shafer to serve as the coordinator.

Michael Shafer, chef/owner of The Deport and Buffalo Fire Department restaurants, stated that he planned to enlist the aid of a professional event planner and has been in contact with one who coordinates a farmers' market at the Carson Mall. He confirmed that he would obtain all the necessary permits and insurance necessary to operate the events. He reported that he envisions involving downtown restaurants in the farmers' market and offering a variety of activities to attract the public.

Councilmember Brewer noted that parking and signage problems were mentioned when the Downtown Farmers' Market was discussed at the Citizen Development and Enrichment Committee meeting.

Mr. Shafer agreed that more signage was needed, particularly in advance of the event. He related his belief that there is plenty of parking in downtown Torrance and suggested that if parking problems develop, it would be an indication that the market is a success.

Councilmember Brewer expressed support for allowing Mr. Shafer to serve as coordinator of the farmers' market on a trial basis due to his enthusiasm for the downtown area.

Councilmember Numark asked about gauging the success of the farmers' market, and Mr. Shafer related his belief that success depends on the vendors making money so they will want to continue participating in the event.

MOTION: Councilmember Rhilinger moved to direct staff to work with Chef Michael Shafer on an agreement as a special event/market coordinator on a trial basis through November 1, 2012 and return to City Council for approval. The motion was seconded by Councilmember Numark and passed by unanimous vote (absent Councilmember Barnett).

13. HEARINGS

13A. APPROPRIATION/ ALLOCATION OF CITIZENS OPTIONS FOR PUBLIC SAFETY GRANT FUNDING

Recommendation

Recommendation of the Chief of Police that City Council:

1) Conduct a public hearing concerning Assembly Bill 3229, the 2011 Citizens Options for Public Safety (COPS) grant funding;
2) Receive input from staff on programs of interest to the Chief of Police and City Council as well as the public on the use of the grant funds; and
3) Appropriate and allocate $16,000 to the recommended project.

Mayor Scotto announced that this was the time and place for a public hearing on this matter. City Clerk Herbers confirmed that the hearing was properly advertised.

Administrative Analyst Sentinella reported that staff was recommending that $16,000 be appropriated/allocated to hire a consultant to design a closed-circuit security system.

In response to Councilmember Numark's inquiry, Police Chief Neu advised that the security system would focus on vital assets in Torrance, including the mall, the refinery and the airport.

As no one from the public came forward, the public hearing was closed.

MOTION: Councilmember Rhilinger moved to close the public hearing. The motion was seconded by Councilmember Numark and passed by unanimous vote (absent Councilmember Barnett).

MOTION: Councilmember Numark moved to concur with the staff recommendation. The motion was seconded by Councilmember Brewer and passed by unanimous vote (absent Councilmember Barnett).

17. ORAL COMMUNICATIONS #2

17A. Councilmember Brewer noted that a "senior prom" was held for senior citizens on Friday, April 13, and commended the many young people, including members of the Youth Council, who assisted at the event.

17B. Councilmember Brewer announced that the Torrance Theatre Company will be presenting "Til Beth Do Us Part" every weekend beginning April 20 and ending May 19, with additional information available at 424.243.6882.

17C. Councilmember Brewer announced that the annual Bunka Sai festival, which benefits the Sister City Association, will be held this weekend on Saturday, April 21, and Sunday, April 22, at the Ken Miller recreation center.