



(424) 526-7777 • 13837 Fiji Way, Marina del Rey, CA 90292 • beaches.lacounty.gov

Caring for Our Coast

♦ ♦ ♦  
**Gary Jones**  
Director

**Amy M. Caves**  
Chief Deputy Director

**Carol Baker**  
Deputy Director

**LaTayvius R. Alberty**  
Deputy Director

October 03, 2023

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**DELEGATE AUTHORITY TO THE DIRECTOR TO EXECUTE  
LICENSE AGREEMENT TO SOUTHLAND FARMERS' MARKET  
ASSOCIATION FOR MARINA DEL REY FARMERS' MARKET  
(SUPERVISORIAL DISTRICT 2) (3 VOTES)**

**SUBJECT**

This action is to request delegated authority for the Director of the Department of Beaches and Harbors to execute a license agreement with Southland Farmers' Market Association to operate a Certified Farmers' Market in public Parking Lot #11 in Marina del Rey.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find the proposed approval of the License Agreement categorically exempt from the California Environmental Quality Act for the reasons stated herein and the reasons reflected in the record of the agreement.
2. Authorize the Director of Beaches and Harbors, or designee, to execute a License Agreement with the Southland Farmers' Market Association (Attachment I) for the use of a portion of Parking Lot #11 to operate a Certified Farmers' Market, the "Marina del Rey Farmers' Market," for an initial term of three years with two one-year renewal options.
3. Authorize the Director of Beaches and Harbors, or designee to execute any other documentation approved as to form by County Counsel necessary to effectuate the License Agreement, and, if necessary, to amend, exercise renewal options, or terminate the License Agreement.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

In 2013, the Department of Beaches and Harbors (Department) solicited proposals from experienced farmers' market operators to implement, operate and promote a one-year pilot program for a year-round, weekly Certified Farmers' Market in the unincorporated area of Marina del Rey, beginning in spring 2013. Out of the five operators who responded to the request for proposals, the Department chose Southland Farmers' Market Association (SFMA) for the pilot project due to its extensive roster of vendors, years of experience in successfully establishing large farmers' markets, and high proposal rating. SFMA is a 501(c)(6) non-profit organization that was founded in 1983 with the goals of supporting farmers, establishing new markets, and promoting and assisting existing markets. SFMA currently represents 8 farmers' markets and more than 400 growers in Southern California.

The Department issued SFMA a Special Event Permit to operate the market, which is formally known as the "Marina del Rey Farmers' Market." As a result of SFMA's outstanding management, the permit has been extended several times over the past ten years. During this timeframe, the market has flourished to become a leading and diverse marketplace with over 80 vendors who sell locally grown produce (conventional and organic), prepared and packaged foods, and artisanal goods to the residents of Marina del Rey and the surrounding areas. Currently, the market operates every Saturday from 9 a.m. to 2 p.m. in a portion of public Parking Lot #11, located at 14101 Panay Way, Marina del Rey, CA 90292 (see attached Exhibit A).

The Department desires to continue the partnership with SFMA for its operation and management of the market. However, the Department had reached the end of the Director's delegated authority to further extend the permit. Therefore, in May 2023 the Department requested Board approval to issue an interim Special Event Permit to SFMA for a period of up to five months to allow time for a long-term license agreement to be negotiated and finalized. The Department is recommending the Board approve the attached new License Agreement, which will ensure the market continues to operate and provide farm-fresh, conventional, and organic fruits and vegetables, as well as locally curated arts and crafts to the coastal community of Marina del Rey with about 10,000 residents and over two million annual visitors.

## **Implementation of Strategic Plan Goals**

The proposed License Agreement will further the County's Strategic Plan Goal II to Foster Vibrant and Resilient Communities (Strategy II.2.4) by supporting farmers and small business vendors, as well as the wellbeing of Los Angeles County residents by increasing access to fresh and healthy produce. The recommended action will also maximize the use of a County asset by using public Parking Lot #11 to secure an additional revenue stream and support economic development in Marina del Rey, which promotes Strategic Plan Goal III to Realize Tomorrow's Government Today (Strategy III.3.2).

## **FISCAL IMPACT/FINANCING**

During the initial three-year term of the License Agreement, SFMA will provide the County an estimated \$92,361 in annual revenue, based on 24% of gross receipts from tiered booth fees paid to SFMA each week by vendors for space at the market. Prior to the end of the third agreement year, the agreement terms will be reevaluated by the Department. If the Director extends the License Agreement beyond its initial term for the two one-year option periods, the County will receive

continued revenue from SFMA's gross receipts.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Parking lot #11, also known as Parcel GR, is located on the corner of Panay Way and Via Marina near Marina "Mother's" Beach. The 104,047 square foot lot, which contains 263 spaces, is open to the public 24 hours a day for short-term motor vehicle parking.

The Board is authorized by the provisions of Government Code section 25907 to lease the subject property to any person, firm, or corporation for concessions and services consistent with recreational purpose, or purposes beneficial to the agricultural industry. The proposed License Agreement, negotiated by the Department, is consistent with this authority.

Material terms include standard indemnification and insurance provisions.

County Counsel has reviewed the License Agreement as to form.

At its September 13, 2023, meeting, the terms of the License Agreement were reviewed by the Small Craft Harbor Commission and received the Commission's endorsement.

### **ENVIRONMENTAL DOCUMENTATION**

Approval of the License Agreement is categorically exempt from the provisions of CEQA per Section 15304 (e) of the guidelines and pursuant to Class 4 of the County's Environmental Document Reporting Procedures and Guidelines. The License Agreement involves minor or temporary alterations to land that have negligible or no permanent effect on the environment.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be no impact on current services or projects from your Board's approval of the proposed Agreement.

### **CONCLUSION**

Upon Board approval, authorize the Executive Office of the Board to return one stamped copy of the approved Board letter to the Department. Should you have any questions, please contact Catrina M. Love, Division Chief, Community and Marketing Services at (424) 526-7871 or [clove@bh.lacounty.gov](mailto:clove@bh.lacounty.gov).

The Honorable Board of Supervisors

10/3/2023

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "G. Jones", with a stylized, looping initial "G" and a horizontal line extending to the right.

GARY JONES

Director

GJ:AC:cml

Enclosures

c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors

## NON-EXCLUSIVE LICENSE AGREEMENT

This Non-Exclusive License ("License") is made and entered into this \_\_\_\_ day of October, 2023, ("Effective Date").

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body  
corporate and politic, ("Licensor" or "County")

AND

SOUTHLAND FARMERS' MARKET  
ASSOCIATION, hereafter referred to as  
"Licensee"

### RECITALS

WHEREAS, County owns certain real property more commonly known as Parking Lot #11, located at 14101 Panay Way, Marina del Rey, California 90292 ("Property") and is authorized to license use of the Property pursuant to Government Code 25907;

WHEREAS, Licensee desires to use a portion of the Property for the purposes of conducting a Certified Farmer's Market ("Market");

WHEREAS, County wishes to grant a non-exclusive license to Licensee upon the following terms and conditions;

WHEREAS, the Board of Supervisors authorized the Los Angeles County Department of Beaches and Harbors ("Department") to enter into this License on \_\_\_\_\_, 2023;

WHEREAS, the Licensee is authorized under the laws of the State of California to engage in the business of operating a farmers' market and possesses the competence, expertise and personnel necessary to do so;

Now therefore, in consideration of the mutual promises, covenants, and conditions set forth herein, and incorporating the recitals set forth above, the parties agree as follows:

#### 1. LICENSE AREA

1.1 County hereby provides a non-exclusive License and Licensee hereby agrees to the terms and conditions set forth, for use of the License Area (defined below) for purposes and during the specific hours described in Sections 1.2 thru 1.7 of the portion of the Property as depicted on Exhibit "A" attached hereto by this reference (the "License Area"). Except as otherwise specified, the License Area includes only the area in which the Market will be located. Licensee shall have the use of the License Area each and every Saturday for the entire term of this License. County reserves the right to modify the License Area and configuration of the

Market layout as necessary. County shall have the option to change the hours and day(s) that Licensee is permitted to use the License Area, as necessary.

1.2 Licensee is to provide a turnkey operation of a year-round Certified Farmers' Market as defined in the California Health and Safety Code, including, but not limited to, following the requirements in Sections 114370 and 114371 of said Code, and as certified and regulated by the State of California.

1.3 Licensee shall not permit any market activities outside the License Area without the prior written approval of the Department. The License Area shall be used only by the Licensee for the purpose of conducting the sale of produce, flowers, arts and crafts, preserved, packaged and prepared food, and such other purposes as are related thereto.

1.4 Licensee shall make no alterations or improvements to the License Area.

1.5 Licensee acknowledges personal inspection of the License Area and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the License.

1.6 Licensee accepts the License Area in its present physical condition and agrees to make no demands upon County for any improvements or alterations thereof.

1.7 Licensee hereby acknowledges the title of County and/or any other public agencies having jurisdiction thereover, in and to the License Area and covenants and agrees never to assail, contest or resist said title.

## **2. TERM AND EXTENSION OF RIGHTS**

2.1 The term of the License shall be for an initial period of three (3) years, commencing on the Effective Date and shall terminate on \_\_\_\_\_ ("Termination Date").

2.2 County has the option to extend Licensee's Term for two additional terms of one (1) year each term, provided that:

a. For the first extension period, Licensee must inform the Director in writing of the Licensee's request to exercise the option to extend the License at least 180 days before the Termination Date; and

1. Licensee is not then in default or out of compliance with any of the terms of the License; and

2. The parties mutually agree on any needed amendments to the License.

b. For the second extension period, Licensee must inform the Director in writing of the Licensee's request to exercise the option to extend the License at least 180 days before the expiration of the first option year term; and

1. Licensee is not then in default or out of compliance with any of the terms of the License; and

2. The parties mutually agree on any needed amendments to the License.

2.3 If Licensee fails to exercise the first option nor do they receive approval of their first option to renew from the County, the second option shall be void and of no further effect.

2.4 The License may be terminated by either party upon a sixty (60) days written notice. Should the License be terminated, all obligations, duties, payments, and rights shall cease as of the date of termination. Notwithstanding the foregoing provision, this License may be immediately cancelled by the County in the event of an emergency or unsafe condition.

### **3. PAYMENT**

3.1 Licensee shall pay County 24% of gross revenues of the Market, calculated weekly, based on the following fee structure:

a. "Producers" and "Growers" are defined as vendors who sell agriculture products, such as fruits, vegetables, and cut flowers and pay Licensee a weekly flat booth rate of \$50;

b. "Craft Vendors" are defined as vendors who sell artisan products, such as art, jewelry, clothing, and other goods and pay Licensee a weekly booth rate of \$60 or 12% weekly of sales, whichever is greater; and

c. "Food Vendors" are defined as vendors who sell preserved, prepared and packaged foods, as well as other food-related products (i.e., cooking oils, spices, preservatives, and other products prepared for human consumption) and pay Licensee a weekly booth rate of \$80 or 12% of weekly sales, whichever is greater.

Licensee shall also pay 24% of gross revenues, calculated weekly, from any other miscellaneous income, such as sales from reusable shopping totes. In addition, reduced booth fees may be charged to vendors with limited sales, or higher booth fees to vendors who inaccurately report their sales, based on the results of Licensee-conducted audits.

3.2 Licensee must provide County with an electronic copy of each Market report, as depicted in Exhibit "A-2", using Microsoft Excel (or other program agreed upon between Licensee and County) to detail all participating vendors, gross sales,

booth fees, and miscellaneous revenue. Licensee's Microsoft Excel file must include formulas with exact revenues, as opposed to rounded figures, and a comments column to provide notes that better inform the County of vendor sales and collected fees. The Market report shall be received within 10 days of the Market date. Gross receipt payments shall be received within 15 days of receipt of invoice and payable to the Department of Beaches and Harbors and mailed or otherwise delivered to the County of Los Angeles, Department of Beaches and Harbors, 4640 Admiralty Way, Marina del Rey, CA 90292, Attention: Fiscal Unit. A copy of the invoice must accompany corresponding payment.

#### **4. AMENDMENT OF LICENSE**

All amendments to the License must be in writing and executed by all parties.

#### **5. OPERATING RESPONSIBILITIES**

5.1 Compliance with Law: Licensee's operations in and use of the License Area shall conform to and abide by all County ordinances and all State and Federal laws and regulations insofar as the same or any of them are applicable; and where permits and/or licenses are required for Licensee's specific use of the License Area, the same must be first obtained from the regulatory agency having jurisdiction thereover. County shall maintain the License Area in compliance with all applicable County ordinances and State and Federal laws and regulations.

5.2 Market Day and Time: The Market shall operate between the hours of 9 a.m. to 2 p.m., with load in and load out hours from 6 a.m. to 9 a.m. and 2 p.m. to 4:30 p.m., respectively, every Saturday during the License term (as defined in Section 2, above). Licensee and County shall agree on the annual calendar for the Market, including any blackout dates due to holidays, special events, and other circumstances.

5.3 Market Vendors: Licensee will find and book Market vendors, who shall be subject to the terms of this License.

5.4 Advertising: Licensee will collaborate with the County on advertising campaigns to promote the Market.

5.5 Permits, Licenses, Registrations and Certificates: Licensee at its sole cost and expense shall obtain and maintain in effect during the term of the License all necessary permits, licenses, registrations, and certificates required to operate a Certified Farmers' Market in the License Area and shall ensure that all participating vendors and entertainers obtain and maintain all necessary permits, licenses, registrations, and certificates required pursuant to the Certified Farmer's Market regulations, local County, State and Federal laws.

5.6 Special Activities: Upon receiving written approval from the County one week in advance of event, Licensee may also book entertainment, such as musicians and face painters, as well as schedule cooking demonstrations at its sole expense.

5.7 Public Courtesy: Licensee shall conduct work in a courteous, non-profane, and first-class workmanlike manner. Licensee shall not interfere with the use of the License Area by the County, lessees, or the public, except as herein permitted. Licensee shall promptly remove or cause to be removed from the License Area all Licensee's parties that fail to conduct activities in the manner heretofore described.

5.8 Parking: This License includes the non-exclusive right for Licensee and Market vendors to temporarily load and unload their vehicles on the Property, including within the License Area, from 6:00 a.m. to 9 a.m. and 2 p.m. to 4:30 p.m. This License also includes the non-exclusive right for Licensee and the Market vendors to park in Parking Lot #9, located at 13977 Palawan Way, Marina del Rey, California 90292, referred to as Parking Area and depicted in Exhibit "A-3" attached hereto during Market hours. Parking in the Parking Area is limited to Licensee and Market vendors as approved by the County, and Licensee acknowledges that the Parking Area is shared with and open to the public. County will issue Licensee with up to 120 parking permits for use in the Parking Area on a monthly basis for distribution to participating vendors and entertainers that perform services hereunder. County will issue Licensee with up to six (6) parking permits per month in Parking Lot #11 for use by participating vendors, and entertainers with disabilities. All parking permits will be valid on Saturdays only from 6:00 a.m. to 4:30 p.m., excluding Market blackout dates. Any vehicles found without the valid parking permit clearly visible and appropriately displayed on the dashboard will be subject to a parking citation.

5.9 Storage: Licensee is permitted to keep Market equipment and supplies (e.g., tables chairs, signage, etc.) in the County-owned shed that is located within the License Area. County is not responsible for any theft, damage, destruction, or loss to Licensee's property stored in the shed.

5.10 Marina del Rey for All Initiative: To support the County's "MdR for All" initiative, a community-based effort to reimagine Marina del Rey as a more inclusive, equitable, and sustainable County resource for everyone in Los Angeles County, Licensee shall:

- Ensure the CalFresh Program's Electronic Benefit Transfer (EBT) is an accepted form of payment at the Market for CalFresh-eligible foods.
- Conduct outreach to recruit more minorities and women to the Market's vendor roster.
- Incorporate bilingual informational signage throughout the market.

5.11 Food Donations: Licensee shall coordinate with Market growers to ensure donations, whether monthly, quarterly, and/or annually, of fresh produce are made to non-profit organizations that work to feed food insecure residents in Los Angeles County.

5.12 Name: Licensee agrees to use the name "Marina del Rey Farmers' Market" exclusively during its operation of the Market. County retains ownership of said name and all rights associated therewith and represents and warrants to Licensee that County exclusively owns all rights in and to said name and that County's use and permission for Licensee to use said name will not violate or infringe upon the rights of any other third party.

5.13 Signs: Licensee shall not post signs or advertising matter upon the License Area unless prior approval therefor is obtained from the County, whose approval shall not be unreasonably withheld.

5.14 Sanitation: No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the License Area, and Licensee shall prevent any accumulation thereof from occurring. Licensee shall pay all charges which may be made for the removal thereof.

5.15 Security Devices: The Licensee shall be responsible at its expense for securing the License Area to standards determined by the County, provided, however that security of the License Area ultimately shall be the responsibility of Licensee. County shall not be liable to Licensee, its vendors, visitors, invitees or any other parties for any injury, theft, loss, or damage occurring within or related to the License Area.

5.16 Maintenance: Licensee shall be responsible for maintaining the License Area in a clean and sanitary condition after use. Debris must be properly disposed of. Licensee and participating vendors and entertainers that perform services hereunder are permitted to use County's trash dumpster that is located within the License Area. In the event Licensee fails to maintain the License Area to County's satisfaction, County reserves the right to cure and bill Licensee for all costs.

5.17 Examination of License Area: Licensee shall permit authorized representatives of the County to enter the License Area for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this License, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code.

## **6. ACCOUNTING RECORDS**

The Licensee must maintain accurate and complete financial records of its

activities and operations relating to this License in accordance with generally accepted accounting principles. The method of accounting must be separate from other accounting systems used for any other business conducted by the Licensee or for recording the Licensee's personal financial affairs. The Licensee agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this License. All such material, including, but not limited to, all receipts, invoices, financial records, bank statements, cancelled checks or other proof of payment, and proprietary data and information, will be kept and maintained by the Licensee and will be made available to the County during the term of this License and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Licensee at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

## **7. INDEMNIFICATION**

The Licensee shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this License, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

## **8. INSURANCE**

Without limiting Licensee's indemnification of County, and in the performance of this License and until all of its obligations pursuant to this License have been met, Licensee shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8 and 9 of this License. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Licensee pursuant to this License. The County in no way warrants that the Required Insurance is sufficient to protect the Licensee for liabilities which may arise from or relate to this License.

### **8.1 Evidence of Coverage and Notice to County:**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Licensee's General

Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this License.

- Renewal Certificates shall be provided to County not less than 10 days prior to Licensee's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Licensee and/or Sub-Licensee insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this License by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Licensee identified as the contracting party in this License. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Licensee, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles  
Department of Beaches and Harbors  
Community and Marketing Services Division  
4701 Admiralty Way  
Marina del Rey, CA 90292  
Attn: Catrina M. Love, Division Chief

- Licensee also shall promptly report to County any injury or property damage accident or incident, including any injury to a Licensee employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Licensee. Licensee also shall promptly notify County of any third party claim or suit filed against Licensee or any of its Sub-Licensees which arises from or relates to this License, and could result in the filing of a claim or lawsuit against Licensee and/or County.

8.2 Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Licensee's General Liability policy with respect to liability arising out

of Licensee's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Licensee's acts or omissions, whether such liability is attributable to the Licensee or to the County.

The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

**8.3 Cancellation of or Changes in Insurance:** Licensee shall provide County with, or Licensee's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the License, in the sole discretion of the County, upon which the County may suspend or terminate this License.

**8.4 Failure to Maintain Insurance:** Licensee's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the License, upon which County immediately may withhold payments due to Licensee, and/or suspend or terminate this License. County, at its sole discretion, may obtain damages from Licensee resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Licensee, deduct the premium cost from sums due to Licensee or pursue Licensee reimbursement.

## **9. INSURANCE COVERAGES**

**9.1** Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million  
Products/Completed Operations Aggregate: \$1 million  
Personal and Advertising Injury: \$1 million  
Each Occurrence: \$1 million

**9.2** Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos

pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

**10. TRANSFERS**

Licensee acknowledges that the rights conferred herein are personal to Licensee and do not operate to confer on or vest in Licensee any title, interest, or estate in the License Area or any part thereof, and therefore, Licensee shall not assign hypothecate or mortgage the License Area or any portion thereof, by, through, or pursuant to this License.

**11. NONDISCRIMINATION**

Licensee certifies and agrees that all persons employed by Licensee and/or by the affiliates, subsidiaries, or holding companies thereof are and shall be treated equally without regard to or because of race, ancestry, national origin, or sex, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; the State Fair Employment Practices Act; and the Americans with Disabilities Act.

**12. DEFAULT**

Licensee agrees that if default shall be made in any of the covenants and agreements herein contained to be kept by Licensee, County may forthwith revoke and terminate this License, in addition to any of County's other rights and remedies provided at law and in equity.

**13. WAIVER**

13.1 Any waiver by either party of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this License or estopping either party from enforcing the full provisions hereof.

13.2 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given either party by this License shall be cumulative.

**14. SURRENDER**

Upon expiration of the term hereof or cancellation thereof as herein provided, Licensee shall peaceably vacate the License Area and deliver the License Area to County in reasonably good condition.

**15. COUNTY LOBBYIST ORDINANCE**

Licensee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this License.

**16. NOTICES**

Any notice required to be given under the terms of this License or any law applicable thereto may be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post office, substation, mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Licensee shall be:

Southland Farmers' Market Association  
PO Box 91059  
Santa Barbara, CA 93190  
Attn: Howell Tumlin, Executive Director

or such other place as may hereinafter be designated in writing to the County by Licensee. Notice served by mail upon County shall be addressed to:

County of Los Angeles  
Department of Beaches and Harbors  
Community and Marketing Services Division  
4701 Admiralty Way  
Marina del Rey, CA 90292  
Attn: Catrina M. Love, Division Chief

or such other place as may hereinafter be designated in writing to Licensee by the Chief Executive Officer. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

**17. REPAIR OF EQUIPMENT**

Licensee shall, at Licensee's sole expense, be responsible for the cost of repairing any area damaged by Licensee or Licensee's agents, employees, invitees and

visitors, including the repair of low voltage electronic, telecommunications, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Licensee. All repairs and replacements shall: (a) be made and performed by contractors or mechanics approved by County, which consent shall not be unreasonably withheld or delayed, (b) be at least equal in quality, value and utility to the original work or installation, and (c) be in accordance with all laws.

**18. DAMAGE OR DESTRUCTION**

Should the License Area be damaged by fire, incidents of war, earthquake, or other violent action of the elements, County shall have the option to terminate this License.

**19. SOLICITATION OF CONSIDERATION**

19.1 It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Licensee with the implication, suggestion or statement that the Licensee's provision of consideration may secure more favorable treatment for the Licensee in the award of the License or that the Licensee's failure to provide such consideration may negatively affect the County's consideration of the Licensee's submission. A Licensee shall not offer to or give, either, directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the issuance of the License.

19.2 Licensee shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the License being terminated.

**20. CONFLICT OF INTEREST**

No County employee whose position in County service enables him/her to influence obtaining or awarding any, lease or permit, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Licensee herein, or have any other direct or indirect financial interest resulting from this License.

**21. SIGNATURE AUTHENTICITY CLAUSE**

The individual(s) executing this License hereby personally covenants, guarantees and warrants that he/she has the power and authority to obligate the Licensee to the terms and conditions in this License.

## **22. TAXATION OF LICENSE AREA**

22.1 The interest (as defined in California Revenue and Taxation Code Section 107) in the License Area created by this License may be subject to property taxation if created. The party in whom the property interest is vested may be subject to the payment of the property taxes levied on the interest.

22.2 Licensee shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon the License Area and any improvements located thereon.

22.3 If Licensee fails to pay any lawful taxes or assessments upon the License Area which Licensee is obligated to pay, Licensee will be in default of the License.

22.4 County reserves the right to pay any such tax, assessment, fee or charge, and all monies so paid by County shall be repaid by Licensee to County upon demand. Licensee and County agree that this is a License and not a lease and no real estate interest is being conveyed herein.

## **23. INTERPRETATION**

Unless the context of this License clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

## **24. GOVERNING LAW AND FORUM**

This License shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this License shall be conducted in the courts of the County of Los Angeles, State of California.

## **25. ENTIRE AGREEMENT**

This License contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and Licensee.

## **26. COUNTERPARTS**

This License may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same License. The facsimile, email or electronic signature of the parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The County and Licensee hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this License.

IN WITNESS WHEREOF, Licensee has executed this License, or caused it to be duly executed, and County of Los Angeles, by order of its Board of Supervisors, has caused this License to be executed on its behalf by the Director of the Department of Beaches and Harbors thereof, the day and year first above written.

COUNTY OF LOS ANGELES:

By: \_\_\_\_\_

Gary Jones, Director  
Department of Beaches and Harbors

Licensee:

By: \_\_\_\_\_

Howell Tumlin, Executive Director  
Southland Farmers' Market Association

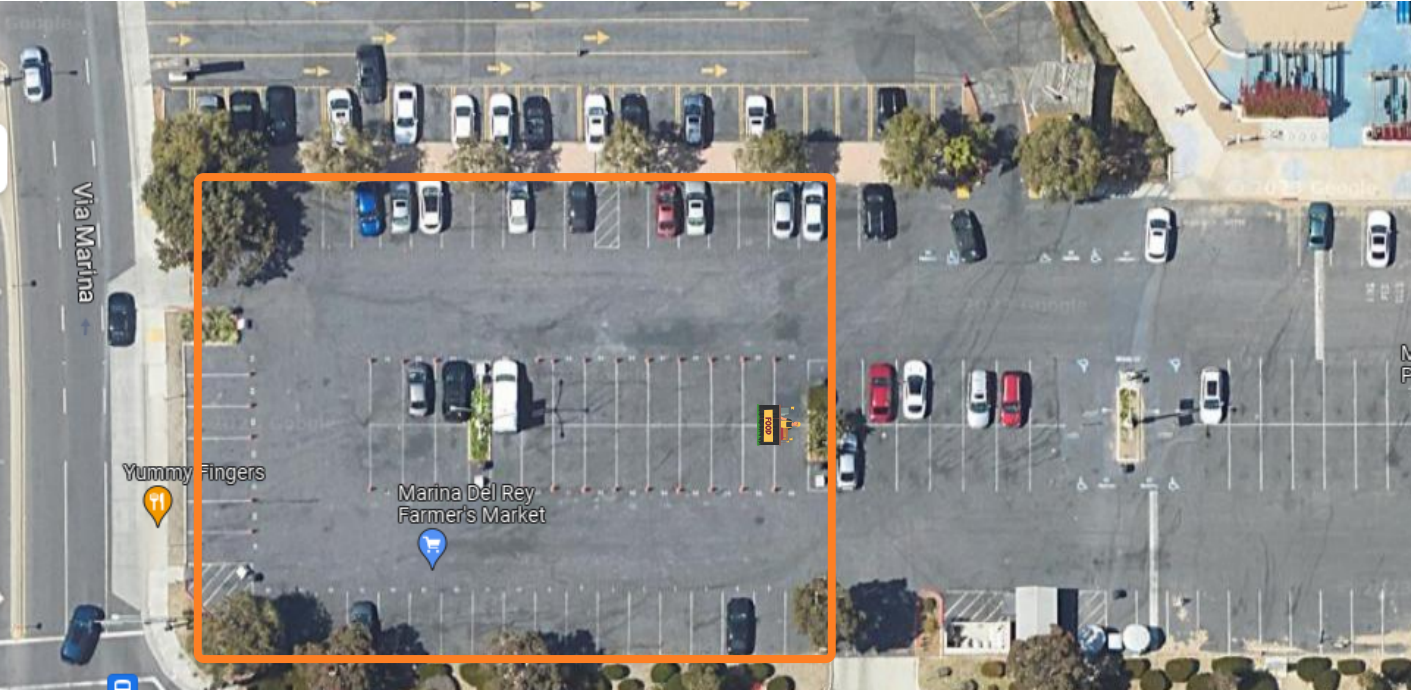
**APPROVED AS TO FORM:**

Dawyn R. Harrison  
County Counsel

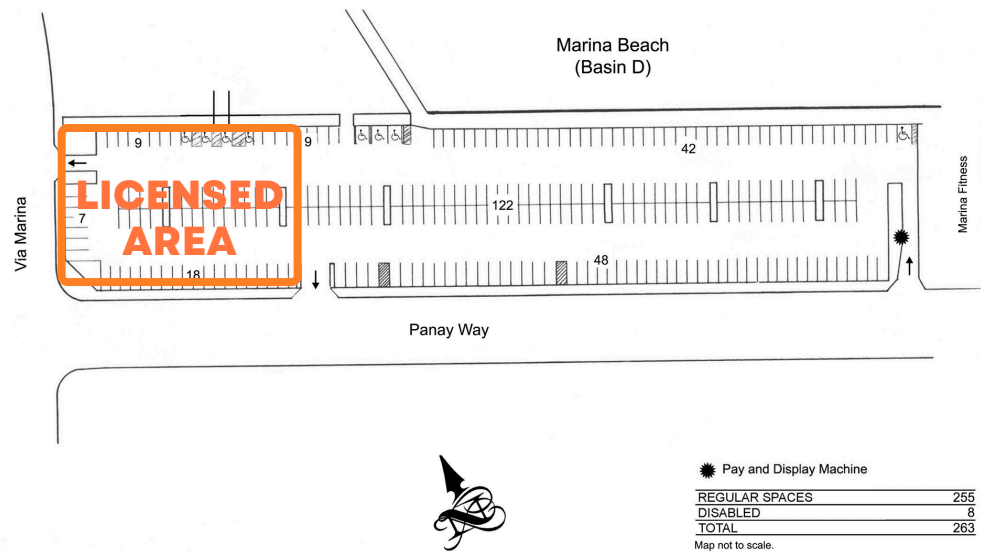
By: \_\_\_\_\_  
Deputy County Counsel

# LICENSED AREA

## LOT #11 - 14101 PANAY WAY



PARKING LOT #11 (Parcel GR)



# SAMPLE MARKET REPORT

## Marina del Rey Farmers' Market Report

Date of Market

Producers & Growers	# of Booths	Total Sales	Booth Fee	24% of Booth Fee
Vendor Name				
Subtotal:				

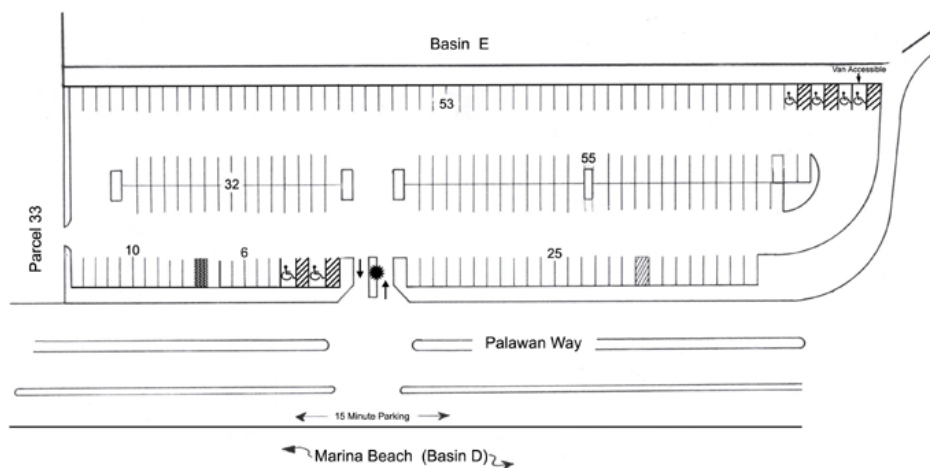
Craft Vendors	# of Booths	Total Sales	Booth Fee	24% of Booth Fee
Vendor Name				
Subtotal:				

Food Vendors	# of Booths	Total Sales	Booth Fee	24% of Booth Fee
Vendor Name				
Subtotal:				

TOTAL	# of Booths	Total Sales	Booth Fee	24% of Booth Fee

# VENDOR PARKING

## LOT #9 - 13977 PALAWAN WAY



● Pay and Display Machine	
REGULAR SPACES	181
DISABLED	6
TOTAL	187

Map not to scale.