

CITY OF EDGEWATER

AGREEMENT FOR USE OF CITY PROPERTY FOR A FARMERS MARKET

THIS AGREEMENT FOR USE OF CITY PROPERTY FOR A FARMERS MARKET (this “Agreement”) is made and entered into this ____ day of _____, 2018, by and between the **CITY OF EDGEWATER, FLORIDA**, a municipal corporation, whose mailing address is Post Office Box 100, Edgewater, Florida 32132-0100 (hereinafter “City”), and **EDGEWATER FARMERS MARKET, INC.** which will be doing business as a FARMERS MARKET MANAGER whose address is 302 6th Street, New Smyrna Beach, Florida 32168 (hereinafter “Manager”).

PREMISES

WHEREAS, City desires to contract with the Manager in connection therewith upon terms and conditions hereinafter set forth, and the MANAGER is desirous of obtaining such contract and has represented that it is qualified and competent to perform such services; and

WHEREAS, this Agreement shall constitute a “continuing contract” as defined under the laws of the State of Florida.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter set forth, City and Association agree as follows:

Farmers Markets were established to promote partnerships with local farmers, consumers and organizations to increase knowledge of sustainable food and farming issues and to provide educational activities to enrich the community. The City is desirous of promoting healthy and cost efficient food alternatives for our residents and will be utilizing City-owned and maintained property located at 127 East Park Avenue for the purpose of hosting a weekly Farmers Market.

This agreement is to outline the relative responsibilities of the parties related to the operation of the Farmers Market.

1. Manager Responsibilities:

The Manager is responsible for the following:

- A. complying with all licensing and permitting for the business, for operating a farmers market and any and all requirements for same whether it is federal, state, county or city;
- B. coordinating and confirming all vendors comply with the appropriate licensing and permitting requirements;
- C. set-up, break-down and clean-up following the close of each market;
- D. Market shall temporarily be allowed to place off-site signs directing residents/consumers to the market, providing the following conditions are met:
 1. maximum number of signs allowed: five (5) off-site directional signs
Within one square mile of said market and within Edgewater city limits;
 2. maximum sign size: six (6) square feet;
 3. minimum setbacks: two (2) feet from public right-of-way lines;
 4. signs shall not be placed before 9:00 pm on the day prior to the Farmers Market and shall be removed by 9:00 pm on the day of the market;
 5. there shall not be a limit to the number of signs placed on-site during the market;
 6. no balloon, banner, pennant, or other prohibited signage device may be attached to a farmers market sign;
 7. a sign plan showing the location and size of proposed signs shall be provided to the Development Services and Code Enforcement Departments and shall be incorporated in this agreement as Exhibit "A";
 8. Manager agrees to abide by all City codes and regulations during all times;

9. Manager will be responsible for the Market's advertising;
10. maintain minimum public health standards as required (if any) by the Health Department for operations and cleanliness associated with a farmers market.
11. Manager shall also be responsible for clean-up of location area, leaving no trash, etc.

2. City Responsibilities:

- A. The City shall allow Manager to utilize an additional restroom facility located at Kennedy Park if needed. Manager agrees to maintain said restroom facility if utilized which will include cleaning and supplies.
- B. Provide an alternative location for the market during a special event that would be held at the same location.
- C. City will be responsible for its own advertising.
- D. Maintaining/trimming the property located at 127 East Park Avenue.

3. Compensation

There shall be no compensation to the Manager by the City as the City is donating use of city-owned property for benefit of the City's residents.

4. Representatives of City and Market

- A. It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The City hereby designates the representative identified under "NOTICES" as the employee to whom all communications pertaining to the day-to-day performance of the Agreement shall be addressed. The designated representative shall have the authority, as the City's coordinator for this Agreement, to transmit instructions, receive information, and interpret and define the City's policy and decisions pertinent to the work covered by this Agreement.

B. The Manager shall, at all times during the normal work week, designate or appoint one representative who is authorized to act in behalf of the Manager regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep the City continually advised of such designation in writing.

C. For the purpose of this Agreement only, the designated Manager representative is:

Paula Randant, Manager
Edgewater Farmers Market, Inc.
302 6th Street
New Smyrna Beach, FL 32168
(847)922-7862
Talktopaula12@gmail.com

D. For the purpose of this Agreement only, the designated City representative is:

Samantha Bergeron
Parks & Recreation Director
P.O. Box 100
1108 S. Ridgewood Ave.
Edgewater, FL 32132
(386) 424-2400 Extension #

5. Notices

All notices or other communications required or permitted hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by certified mail return receipt requested and addressed as listed above in Paragraph #4.

6. Term of Agreement

The term of this Agreement shall be for one (1) year from the date first written above. The City, with the mutual agreement of the Manager may elect to renew the Agreement for three (3) additional terms of one (1) year each. Manager shall perform all services authorized during any renewal period in accordance with the terms and conditions herein.

7. Termination

The City or Manager may terminate this agreement by written notice to the other party, upon thirty (30) day notice.

8. Indemnification/Insurance

The Manager agrees to forever save and keep harmless and fully indemnify the City, its officers, employees, public officials and agents of and from all liabilities, damages, claims, recoveries, costs and expense because of loss of, or damage to, property, or injury to or deaths of persons in any way arising out of or in connection with the performance of this Agreement except as shall have been occasioned by the sole negligence of the City.

The Manager will provide a Certificate of Insurance reflecting that the City of Edgewater is listed as an additional insured and providing the appropriate information for the minimum coverages as discussed are supplied (as detailed in Exhibit “B” which is attached hereto and incorporated herein).

9. Assignment

This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the

10. Compliance with Federal, State and Local Laws

Association shall comply with all Federal, State and Local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.

11. Severability

All agreements and covenants herein are severable and in the event that any of them shall be held invalid by a competent court, this Agreement shall be interpreted as if such invalid agreement or covenant was not contained herein.

12. Entire Agreement

This Agreement constitutes the entire Agreement between the parties with respect to subject matters. There are no inducements, promises, terms, conditions or obligations made or

entered into by either party other than those contained herein. There have been no prior agreements, representations, statements, negotiations and undertakings between the parties. Any alterations or variations of the terms of this Agreement shall not be valid unless made in writing and signed by all parties.

13. No Interest in Land Created

Manager hereby agrees that this Agreement is an agreement for use only and not a lease and that no interest or estate in real property, or improvements thereon, is created hereby.

IN WITNESS WHEREOF, the parties have made and entered into this Agreement on the dates first written above.

ATTEST:

**CITY COUNCIL OF THE
CITY OF EDGEWATER, FLORIDA**

**Robin L. Matusick
City Clerk/Paralegal**

**Mike Ignasiak
Mayor**

Dated:

**Robin L. Matusick
Paralegal**

WITNESSES:

**EDGEWATER FARMERS
MARKET, INC**

Paula Randant, Manager

Dated

**Exhibit “A”
Sign Plan**

DRAFT

Exhibit “B”
Certificate of Insurance

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