**REPORT TO MAYOR/REDEVELOPMENT AGENCY CHAIR
AND COUNCIL/AGENCY BOARD****TO THE HONORABLE MAYOR/REDEVELOPMENT AGENCY CHAIR
AND CITY COUNCIL/AGENCY BOARD:**

DATE: February 23, 2010

**SUBJECT: AUTHORIZE THE CITY MANAGER/EXECUTIVE DIRECTOR TO ENTER INTO
A THREE-YEAR AGREEMENT WITH PACIFIC COAST FARMERS' MARKET
TO CONTINUE OPERATING A CERTIFIED FARMERS' MARKET AT TODOS
SANTOS PLAZA****Report in Brief**

The City Council is requested to authorize the City Manager/Executive Director to enter into a three-year agreement with the Pacific Coast Farmers' Market Association (PCFMA) to continue operating Certified Farmers' Markets at Todos Santos Plaza on Tuesdays and Thursdays. The Tuesday market operates between the hours of 10 a.m. and 2 p.m. and is a year round market. The Thursday market operates between the hours of 4 p.m. and 8 p.m. and runs from May through October. A copy of the agreement is included as Attachment 1.

Background

The PCFMA has operated a farmers' market in Concord since 1993. The market initially was held at Park and Shop, moved to the Brenden Theatre site, and was relocated to Todos Santos Plaza in 1994. PCFMA operates a year-round farmers' market in Todos Santos Plaza on Tuesdays from 10 a.m. to 2 p.m. and a farmers' market on Thursday evenings from May through October between the hours 4 p.m. and 8 p.m. The Thursday evening market was initiated in 1997 and is combined with a City of Concord music program during the summer months from May through August. Depending on the condition of the turf in the Plaza, the concert series may extend through September. An important goal for the Thursday evening market is to create a positive family friendly atmosphere that attracts Concord residents to the downtown in the evening and enhances both dinner patronage at nearby restaurants and shopping at Plaza retail outlets.

The partnership between PCFMA and the Todos Santos Business Association has expanded over the last three years, with PCFMA continuing to be a strong supporter of events in Todos Santos Plaza. In 2009, PCFMA partnered with the Business Association on the successful Third Annual Oktoberfest and managed the food vendors for the event. They also worked closely with both the City's Downtown Manager and the Business Association to produce the highly successful "MMMusic and MMMarket Mayors' Healthy Eating Food Challenge" event in July 2009 which garnered San Francisco media coverage.

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AT TODOS SANTOS PLAZA**

February 23, 2010

Page 2

The last agreement with PCFMA to operate the market was executed on February 6, 2007, and will expire on February 5, 2010. An overview of the Market's operations in 2009 is provided in the Concord Farmers' Market Annual Report presented as Attachment 2. PCFMA now expresses its desire to continue to provide Certified Farmers' Markets in Concord at Todos Santos Plaza.

Discussion

Staff recommends that the City Council/Agency Board authorize the City Manager/Executive Director to enter into a three-year agreement with the PCFMA to continue operating Certified Farmers' Markets at Todos Santos Plaza. The Market is operated on Tuesdays and Thursdays. The Tuesday market operates between the hours of 10 a.m. and 2 p.m. and is a year round market. The Thursday market operates between the hours of 4 p.m. and 8 p.m. and runs May through October. The proposed agreement renews PCFMA's services for an additional three years. Staff is satisfied with PCFMA's overall performance and customer satisfaction to date. No substantive changes have been made to the proposed agreement.

Agreement Responsibilities

The agreement obligates PCFMA to organize, operate, and manage Certified Farmers' Markets in Concord at Todos Santos Plaza.

As set forth in the Annual Management, Operating, and Marketing Plan attached to the agreement at Exhibit A of Attachment 1. These obligations are summarized below:

- Manage and operate the market providing the optimum number of farmers and non-agricultural vendors. Currently, the market is essentially full. The target number for the Tuesday market is 35 farmers and 10 non-agricultural producers. The target number for the Thursday evening market is 30 farmers and 10 non-agricultural producers. The Operating Results section of this report provides information related to vendor participation at the market.
- Recruit eligible vendors who provide quality products and excellent customer service. Vendors are required to comply with state and county regulations.
- Secure all necessary permits and certificates and enforce all state and local agricultural and health regulations, including the City's no-smoking policy at Todos Santos Plaza.
- Develop and implement market-day systems in coordination with the City/Agency, including signage, information booth, vendor parking and stall location, traffic safety, market security, and clean-up.
- Implement an aggressive marketing and promotional program. PCFMA advertises special events in the Contra Costa Times/Concord Transcript, the monthly Concordian newspaper, utilizes social networking such as Facebook, has joined the Todos Santos Business Association, and actively participates in their marketing campaigns. PCFMA also participates in City/Agency events held in Todos Santos Plaza.

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AT TODOS SANTOS PLAZA**

February 23, 2010

Page 3

- Maintain liaison with City/Agency staff, City police, the County Agricultural Commissioner, and Todos Santos Business Association.
- If market hours change in the future, the PCFMA is responsible for replacing the permanent signage posting parking hours for parking spaces around the Plaza.

The City/Agency's obligations under the agreement are to assist PCFMA with market outreach and to fulfill special obligations for the Thursday market detailed in the Annual Management, Operating, and Marketing Plan (Exhibit A of Attachment 1). No monetary support will be provided to PCFMA. The City/Agency responsibility under the 2010 Plan for the market includes:

- Coordinate police services, including vehicle tows
- Coordinate trash pick-up
- Make parking barricades available to the market manager

Operating Results

Over the past several years, PCFMA has fulfilled the terms of its contract by operating and managing a successful farmers' market at Todos Santos Plaza. The following is a summary of estimated average attendance and farmer participation in both markets:

Tuesday's Market

	2005	2006	2007	2008	2009	Five-Year Average
Total market days	52	51	51	51	46	50
Estimated total patron attendance	69,253	66,500	82,790	103,825	100,790	84,631
Average patron attendance per market	1,332	1,304	1,592	1,997	2,112	1,667
Average number of farmers & nonagricultural producers per market	29	28	30	36	40	33

Thursday's Market

	2005	2006	2007	2008	2009	Five-Year Average
Total market days	25	26	26	27	27	26
Estimated total patron attendance	58,930	69,300	82,100	86,600	99,400	79,266
Average patron attendance per market	2,357	2,772	3,158	3,325	3,681	3,059
Average number of farmers & nonagricultural producers per market	25	28	32	37	44	33

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AT TODOS SANTOS PLAZA**

February 23, 2010

Page 4

The five year attendance trends show an average annual estimated attendance of 84,631 at the Tuesday market and 79,266 at the Thursday market. The average attendance per market over this five year period is 1,667 at the Tuesday market and 3,059 at Thursday's market.

In 2009, the combined markets brought a total of 200,190 patrons to the downtown. Attendance at the Thursday market in 2009 grew by 18 percent, or by 12,800 patrons, due to the popularity of the Music and Market event. Vendor participation at both markets has remained stable.

Overall, downtown businesses have found the Concord Farmers' markets to be an asset. Todos Santos Business Association businesses participate in the "Merchant at the Market" booth and have determined this to be a positive promotional opportunity. The Business Association has an internal waiting list of businesses that wish to participate and the downtown office gets calls weekly from businesses outside of the downtown who would participate if they were permitted.

Special Activities and Events and Marketing

A list of specific farmers' market promotions and marketing activities for the term of the agreement is provided in the Annual Management, Operating, and Marketing Plan (Exhibit A of Attachment 1). The special activities and events have been well received and have become well integrated into the market programming.

Marketing initiatives include a focused pre-opening marketing campaign consisting of publicity and community outreach. Other promotions included in the agreement are bi-weekly e-mails to customers, a web page advertising market news, and an information booth. Additionally, the market has expanded into new social networking opportunities.

In 2009, the Concord Farmers' Market participated in an online national farmers' market contest and ranked in the top ten in the country of farmers' markets. This contest was held in conjunction with National Farmers' Market week in August 2009. The Farmland Trust organization held the contest in partnership with the United States Department of Agriculture.

Survey of Market Patrons

PCFMA conducted a survey of market patrons (Attachment 3). This survey was designed as a "Rapid Market Assessment Process" where market patrons were requested to respond to four, close-ended questions. Overall results from the survey indicate that the farmers' market is well accepted by its patrons and contributes to the economic development of the downtown.

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AT TODOS SANTOS PLAZA**

February 23, 2010

Page 5

Key survey results indicate the following:

- The vast majority of respondents (83.3%) were very satisfied with the farmers' market. When the "No Opinion" responses to this question were removed, the results show an overall satisfaction rate of 98.7%.
- More than half of respondents (60.6%) were planning on additional shopping or dining in the downtown. Of those respondents, nearly half were planning to spend between \$10 and \$25, and about 20 percent were planning to spend more than \$25. PCFMA used these results to estimate an economic impact of over \$820,000 in the downtown area over the course of the market season.
- The majority of respondents' (59.9%) primary reason for coming downtown was to patronize the farmers' market. Only 15.4% of respondents indicated that they worked downtown, a result that might be below actual patronage from downtown employees due to very cold weather the day the survey was conducted.

New Initiatives

PCFM will be implementing the following new initiatives at the farmers' market in 2010:

- Increase the number of vendors selling organic produce and expand the variety of organic produce by adding one to three additional organic vendors;
- Increase the amount of health education materials distributed at the market and organize health oriented special events including cooking demonstrations and a new "Walking Tours with the Chef", designed to educate the public on available seasonal produce; and
- Upgrade the farmers' market banners for Willow Pass Road.

Fiscal Impact

The City/Agency provides no monetary payment to PCFMA nor does the PCFMA provide a monetary payment to the City to operate the market. PCFMA is responsible for maintaining the market area and for posting appropriate signage for parking and traffic direction.

Public Contact

The agenda item has been posted. PCFMA, the Chamber of Commerce, and Todos Santos Business Association have been mailed a copy of the report and agenda.

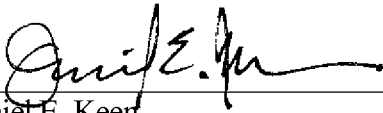
**AUTHORIZE THE CITY MANAGER/EXECUTIVE DIRECTOR TO ENTER INTO
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TO CONTINUE OPERATING A CERTIFIED FARMERS' MARKET
AT TODOS SANTOS PLAZA**

February 23, 2010

Page 6

Recommendation for Action

Staff recommends the City Council/Agency Board authorize the City Manager/Executive Director to enter into a three-year agreement with the Pacific Coast Farmers' Market to continue operating a Certified Farmers' Market at Todos Santos Plaza.



Daniel E. Keen
City Manager/Executive Director
daniel.keen@ci.concord.ca.us

Prepared by: Florence Weiss
Downtown Program Manager
florence.weiss@ci.concord.ca.us

Reviewed by: John Montag
Redevelopment and Housing Manager
johnm@ci.concord.ca.us

Reviewed by: James Forsberg
Community Development Director
jim.forsberg@ci.concord.ca.us

Attachment 1: Agreement between PCFMA and the City of Concord

Attachment 2: Concord Farmers' Market 2009 Annual Report

Attachment 3: Concord Certified Farmers' Market Results and Analysis of Rapid Market Assessment

1 THIS AGREEMENT ("Agreement") is entered into on February 6, 2010 between the City of
2 Concord (the "CITY") and Pacific Coast Farmers' Market Association, 5056 Commercial Circle, Suite
3 E, Concord, CA 94520 (the "CONSULTANT").

4 THE PARTIES ENTER THIS AGREEMENT based upon the following facts, understandings
5 and intentions:

6 The CITY desires to contract with Pacific Coast Farmers' Market Association and Pacific
7 Coast Farmers' Market Association to contract with the CITY for provision by Pacific Coast Farmers'
8 Market Association to the CITY for professional services as further described herein, upon the terms
9 and conditions hereinafter set forth.

10 NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises of the
11 parties herein contained, the parties hereto agree as follows:

12 1. **Effective Date.** The effective date of this Agreement is February 6, 2010.

13 2. **Services.** CONSULTANT shall provide the basic services described in detail in
14 Exhibit A, Concord Farmers' Market 2010-13 Annual Management, Operating, and Marketing Plan,
15 attached hereto and made a part hereof.

16 3. **Amendment.** If authorized, CONSULTANT shall furnish additional services, which
17 are in addition to the basic services. If additional services are requested by CITY, this Agreement may
18 be amended, modified, or changed by the parties subject to mutual consent and in accordance with the
19 Municipal Code by execution of an addendum by authorized representatives of both parties setting
20 forth the additional scope of services to be performed, the performance time schedule, and the
21 compensation for such services.

22 4. **Authorized Representatives.** Authorized representatives shall represent CITY and
23 CONSULTANT in all matters pertaining to the services to be ordered by CITY or rendered by
24 CONSULTANT under this Agreement except where approval for the CITY is specifically required by
25 the City Council. All requirements of CITY pertaining to the services to be rendered under this
26 Agreement by CONSULTANT shall be submitted through these representatives and CITY shall
27 cooperate with CONSULTANT in all matters relating to this Agreement in such a manner as will
28 result in the performance of such work without delay.

1 CITY's authorized representative is authorized to execute on behalf of CITY, amendments to
2 the agreement, including amendments providing for additional compensation to CONSULTANT, not
3 to exceed \$20,000, over the base contract amount, throughout the remaining term of the agreement.

4 The CITY authorized representative is John Montagh, Redevelopment and Housing Manager.
5 CONSULTANT authorized representative is John Silveira, Executive Director.

6 **5. Compensation.** CONSULTANT shall not be compensated for basic services
7 rendered.

8 **6. Term.** The term of this Agreement, subject to termination as set forth in Section 13,
9 shall be from the effective date through February 6, 2013.

10 The CITY's Authorized Representative or City Manager may extend the term of the agreement
11 for a period not to exceed 12 months if necessary for the CONSULTANT to complete the Scope of
12 Work or any additional Scope of Work previously authorized by the CITY. Such Extension of time
13 shall be in writing by a duly executed addendum or amendment to this agreement.

14 **7. Standard of Performance.** CONSULTANT represents to CITY that the services shall
15 be performed in an expeditious manner, and with the degree of skill and care that is required by
16 current, good, and sound procedures and practices. CONSULTANT further agrees that the services
17 shall be in conformance with generally accepted professional standards prevailing at the time work is
18 performed.

19 **8. Performance by Consultant** CONSULTANT shall not employ other consultants or
20 contractors without the prior written approval of the CITY. CONSULTANT hereby designates the
21 CONSULTANT'S representative as the person primarily responsible for the day-to-day performance
22 of CONSULTANT'S work under this Agreement. CONSULTANT shall not change the
23 CONSULTANT'S representative without the prior consent of the CITY. Unless otherwise expressly
24 agreed by the CITY, CONSULTANT'S representative shall remain responsible for the quality and
25 timeliness of performance of the services, notwithstanding any permitted or approved delegation
26 hereunder.

27 **9. Ownership and Maintenance of Documents.** All documents furnished by
28 CONSULTANT pursuant to this Agreement are instruments of CONSULTANT's services in respect

1 to this project. They are not intended nor represented to be suitable for reuse by others on extensions
2 of this project or on any other project. Any reuse without specific written verification and adoption by
3 CONSULTANT for the specific purposes intended will be at user's sole risk and without liability or
4 legal exposure and expenses to CONSULTANT, including attorney's fees arising out of such
5 unauthorized reuse.

6 CONSULTANT's records, documents, calculations, and all other instruments of service
7 pertaining to actual project shall be given to CITY at the completion of the project. The CITY reserves
8 the right to specify the file format that electronic document deliverables are presented to the CITY. If
9 agreement is terminated per Section 13, deliverables shall be provided based on Section 13
10 requirements.

11 **10. Indemnification.** CONSULTANT agrees to defend, indemnify and hold harmless the
12 CITY, its officers, agents, employees and volunteers from and against any and all claims, demands,
13 actions, losses, damages, injuries, and liability (including all attorney's fees and other litigation
14 expenses) arising out of the negligent acts or omissions of CONSULTANT in the performance of this
15 Agreement.

16 **11. Insurance.** CONSULTANT shall, at its own expense, procure and maintain in full
17 force at all times during the term of this Agreement the following insurance:

18 **A. Commercial General Liability Coverage.** CONSULTANT shall maintain
19 commercial general liability insurance with limits of no less than one million dollars
20 (\$1,000,000) combined single limit per occurrence or two million dollars (\$2,000,000)
21 aggregate limit for bodily injury, personal injury, and property damage.

22 **B. Automobile Liability Coverage.** CONSULTANT shall maintain automobile liability
23 insurance covering all vehicles used in the performance of this Agreement providing a One
24 Million Dollar (\$1,000,000) combined single limit per occurrence for bodily injury, personal
25 injury, and property damage.

26 **C. Professional Liability Coverage.** CONSULTANT shall maintain professional
27 liability insurance with coverage for all negligent errors, acts or omissions committed by
28 CONSULTANT, its agents and employees in the performance of this Agreement. The amount

1 of this insurance shall be not less than five hundred thousand dollars (\$500,000) on a claims
2 made annual aggregate basis or a combined single limit per occurrence basis.

3 **D. Compliance with State Workers' Compensation Requirements.** CONSULTANT
4 covenants that it will insure itself against liability for Workers' Compensation pursuant to the
5 provisions of California Labor Code §3700, et seq. CONSULTANT shall, at all times, upon
6 demand of the City Council and properly authorized agents, furnish proof that Workers'
7 Compensation Insurance is being maintained by it in force and effect in accordance with the
8 California Labor Code.

9 **E. Other Insurance Provisions.** The policies are to contain, or be endorsed to contain
10 the following provisions:

11 (1) CITY, its officers, agents, employees, and volunteers are to be covered
12 as additional insureds as respects: Liability arising out of activities performed by or on
13 behalf of CONSULTANT and operations of CONSULTANT, premises owned,
14 occupied, or used by CONSULTANT. The coverage shall contain no special
15 limitations on the scope or protection afforded to CITY, its officers, officials,
16 employees, or volunteers.

17 (2) CONSULTANT'S insurance coverage shall be primary insurance with
18 respect to CITY, its officers, officials, employees, and volunteers. Any insurance, risk
19 pooling arrangement, or self-insurance maintained by CITY, its officers, officials,
20 employees, or volunteers shall be in excess of CONSULTANT'S insurance and shall
21 not contribute with it.

22 (3) Any failure to comply with the reporting provisions of the policy shall
23 not affect the coverage provided to the CITY, its officers, officials, employees, or
24 volunteers.

25 (4) The aforementioned policies shall be issued by an insurance carrier
26 having a rating of Best A-7 or better which is satisfactory to the City Attorney and
27 shall be delivered to CITY at the time of the execution of this Agreement or as
28 provided below. In lieu of actual delivery of such policies, a Certificate issued by the

1 insurance carrier showing such policy to be in force for the period covered by the
2 Agreement may be delivered to CITY. Such policies and certificates shall be in a form
3 approved by the City Attorney. Except for worker's compensation and professional
4 liability insurance, the policies mentioned in this subsection shall name CITY as an
5 additional insured and provide for thirty (30) days notice of cancellation to CITY. Said
6 policies shall not be canceled earlier than, nor the amount of coverage reduced earlier
7 than, thirty (30) days after the CITY receives notices from the insured of the intent of
8 cancellation or reduction.

9 **12. Suspension of Work.** CITY may, at any time, by ten (10) days' written notice,
10 suspend further performance by CONSULTANT. All suspensions shall extend the time schedule for
11 performance in a mutually satisfactory manner, and CONSULTANT shall be paid for services
12 performed and reimbursable expenses incurred prior to the suspension date. During the period of
13 suspension, CONSULTANT shall not receive any payment for services, or expenses, except for
14 reasonable administration expenses, incurred by CONSULTANT by reason of such suspension.

15 **13. Termination.** CITY may terminate this Agreement for any reason upon ten (10) days
16 written notice to the other party. CITY may terminate the Agreement upon five (5) days written notice
17 if CONSULTANT breaches this Agreement. In the event of termination, CONSULTANT shall
18 promptly deliver to the CITY any reports or other written, recorded, photographic, or visual materials
19 and other deliverables prepared for the CITY prior to the effective date of such termination. After
20 receipt of deliverables, CITY will pay CONSULTANT for the services performed as of the effective
21 date of the termination.

22 **14. Compliance with Civil Rights.** During the performance of this contract,
23 CONSULTANT agrees as follows:

24 **A. Equal Employment Opportunity.** In connection with the execution of this
25 Agreement, CONSULTANT shall not discriminate against any employee or applicant for
26 employment because of race, religion, color, sex, or national origin. Such actions shall include,
27 but not be limited to, the following: employment, promotion, upgrading, demotion, or transfer;
28 recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of

1 compensation; and selection for training including apprenticeship.

2 **B. Nondiscrimination Civil Rights Act of 1964.** CONSULTANT will comply with all
3 federal regulations relative to nondiscrimination in federally assisted programs.

4 **C. Solicitations for Subcontractors including Procurement of Materials and**
5 **Equipment.** In all solicitation, either by competitive bidding or negotiations, made by
6 CONSULTANT for work to be performed under a subcontract including procurement of
7 materials or leases of equipment, each potential subcontractor, supplier or lessor shall be
8 notified by CONSULTANT of CONSULTANT'S obligation under this Agreement and the
9 regulations relative to nondiscrimination on the grounds of race, religion, color, sex, or
10 national origin.

11 **15. Independent Contractor.** In assuming and performing the services, CONSULTANT
12 is an independent contractor and shall not be eligible for any benefits, which the City may provide its
13 employees, except as expressly provided for in the Agreement. All persons, if any, hired by
14 CONSULTANT shall be employees or subcontractors of CONSULTANT and shall not be construed
15 as employees or agents of the City in any respect. CONSULTANT shall have responsibility for and
16 control over the means of providing services under this Agreement.

17 **16. Compliance with Laws.** CONSULTANT shall comply with all applicable Federal,
18 State of California, and local laws, rules, and regulations and shall obtain all applicable licenses and
19 permits for the conduct of its business and the performance of the services.

20 **17. Choice of Laws.** This Agreement shall be construed and interpreted in accordance
21 with the laws of the State of California, excluding any choice of law rules which may direct the
22 application of the laws of another jurisdiction.

23 **18. Non-Waiver.** The waiver by either party of any breach of any term, covenant, or
24 condition contained in the Agreement, or any default in their performance of any obligations under the
25 Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other
26 term, covenant, condition, or obligation, nor shall any waiver of any incident of breach of default
27 constitute a continuing waiver of same.

28 **19. Enforceability.** In the event that any of the provisions or portions of application of

1 any of the provisions of the Agreement are held to be illegal or invalid by a court of competent
2 jurisdiction, CITY and CONSULTANT shall negotiate an equitable adjustment in the provisions of
3 the Agreement with a view toward effecting the purpose of the Agreement. The illegality or invalidity
4 of any of the provisions or portions of application of any of the provisions of the Agreement shall not
5 affect the legality or enforceability of the remaining provisions or portions of application of any of the
6 provisions of the Agreement.

7 **20. Integration.** The Agreement contains the entire agreement and understanding between
8 the parties as to the subject matter of this Agreement. It merges and supersedes all prior or
9 contemporaneous agreements, commitments, representation, writings, and discussions between
10 CONSULTANT and CITY, whether oral or written.

11 **21. Successors and Assigns.** CITY and CONSULTANT respectively, bind themselves,
12 their successors, assigns, and legal representatives. CONSULTANT shall not assign or transfer any
13 interest in the Agreement without the CITY's prior written consent, which consent shall be in the
14 CITY's sole discretion. Any attempted assignment or transfer in breach of this provision shall be void.

15 **22. Attorney's Fees.** If either party to this Agreement commences any legal action against
16 the other party arising out of this Agreement, the prevailing party shall be entitled to recover its
17 reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and
18 attorney's fees.

19 **23. Financial Records.** Records of CONSULTANT's direct labor costs, payroll costs,
20 and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a
21 generally recognized accounting basis and made available to CITY if and when required.

22 **24. Notices.** All notices required hereunder shall be in writing and mailed postage prepaid
23 by Certified or Registered mail, return receipt requested, or by personal delivery to the CITY's address
24 as shown below, or such other places as CITY or CONSULTANT may, from time to time,
25 respectively, designate in a written notice given to the other. Notice shall be deemed received three (3)
26 days after the date of the mailing thereof or upon personal delivery.

27 //

28 //

1 To CITY

John Montagh, Redevelopment & Housing Manager
City of Concord
1950 Parkside Drive
Concord, CA 94519-2578
Phone: (925) 671-3082
Fax: (925) 671-3218

5 To CONSULTANT

John Silveira, Executive Director
Pacific Coast Farmers' Market Association
5056 Commercial Circle, Suite E
Concord, CA 94520
Phone: (925)825-9090
Fax: (925)825-9101

9 **IN WITNESS WHEREOF**, the parties have executed this Agreement in one (1) or more
10 copies as of the date and year first written above.

11 **CONSULTANT**

CITY OF CONCORD,
a Municipal Corporation

13 By: _____

By: _____

14 Name: John Silveira
15 Title: Executive Director
16 Address: 5056 Commercial Circle, Suite E
Concord, CA 94520
17 Telephone: (925)825-9090

Name: Daniel E. Keen
Title: City Manager
Address: 1950 Parkside Drive
Concord, CA 94519
Telephone: (925) 671-3150

17 APPROVED AS TO FORM:

ATTEST:

19 _____
City Attorney

_____ City Clerk

21 Date: _____, 200__

22 FINANCE DIRECTOR'S CERTIFICATION:

23 Concord, California

24 Date: _____, 200__

25 I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED
26 DURING THE CURRENT FISCAL YEAR 2009/10 TO PAY THE ANTICIPATED
27 EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT.

28 THE SUM OF \$0. Account Code N/A.

Finance Director's Signature

Concord Farmers' Market

2010-2013 Annual Management, Operating, and Marketing Plan

I. Management and Operations

A. Responsibilities of PCFMA

1. Provide management and secure necessary permits to operate in accordance with applicable laws.
2. Maintain liaison with Concord Police and County Agriculture Commissioner. Meet with City staff and provide requested reports as needed.
3. Recruit eligible producers whom:
 - a. Provide quality products.
 - b. Provide a good mix of products including one or two gourmet vendors (i.e., cheese, smoked salmon, sausage).
 - c. Provide excellent customer service.
 - d. Adhere to all health and safety issues.
4. Assure producer compliance with:
 - a. State and County rules and regulations.
 - b. Adhere to PCFMA market rules regarding:
 - i. Product quality
 - ii. Attractive appearance
 - iii. Appropriate clean-up procedures
 - iv. Non-agricultural criteria.
 - c. City's No-Smoking policy.
 - d. California Recycling Law Requirements
 - i. PCFMA and the City will continue to implement a mutually agreeable recycling plan that meets State of California recycling law requirements (AB 2176).
5. Implement market-day systems in compliance with the terms of Pacific Coast Farmers' Market Use Permit 5-94.
 - a. Grower stall location – consolidate placement of growers on the site.
 - b. Food vendors – consolidate placement of food vendors and continue to maintain variety of choices while not competing with Todos Santos restaurants; strive to offer those restaurants first choice to go into market as vendor.

- c. Parking – place barricades into parking stalls at Thursday market.
 - d. Information booth and manager access:
 - i. Manager is physically present at all markets and wears distinguishing attire so as to be easily identified;
 - ii. Information booth is fully staffed at the Thursday market; and
 - iii. Provide added value items of interest to customers (product information, recipes).
 - e. Signage.
 - i. Placement and size of signs are subject to Planning, Engineering, and Transportation staff approval prior to initiating market operations.
 - ii. No A-frame signs.
 - iii. Signs will be professionally manufactured.
 - iv. If market time changes, PCFMA will pay the cost of replacing the City parking signs.
 - f. Monitor traffic safety.
 - g. Market security – PCFMA management will report security problems to Concord Police.
 - h. Clean up of site – Plaza should be returned back to condition that existed prior to market.
6. Provide optimum number of farmers and non-agricultural producers:
- a. Target for Tuesday Market: 35 farmers and 10 non-agricultural producers.
 - b. Target for Thursday Market: 30 farmers and 10 non-agricultural producers.
7. Include performance measure into year end reports, including:
- a. Conduct one customer survey premarket annually, report survey results in Annual Report, and receive a 90 percent satisfaction rating with customer base.
 - b. Inventory vendors for selection of produce to ensure variety and diversity of produce.
 - c. Attract an average of 1,600 customers for Tuesday’s markets and 3,000 customers for Thursday’s markets.

B. Responsibilities of City of Concord

- 1. All Markets
 - a. Assist PCFMA with market outreach:

- i. Provide PCFMA with list of elected officials, city staff, and other active citizens.
- ii. Include the Farmers' Market operating hours and a description of the site in the City newsletter and other appropriate publications.
- b. Coordinate police services, including vehicle tows.
- c. Coordinate trash pick-up, if necessary.
- d. Make barricades available to the market manager.

II. PCFMA Marketing and Promotion Responsibilities

A. Concord Thursday Market

- 1. Advertise through web site and e-mail notifications. E-mail notifications sent two times per month.
- 2. Work with the city and the local health department concerning regulations governing events that involve cooking and/or food tasting.
- 3. Organize and implement recipe contests.
- 4. Target families on Thursday evenings.

B. Special Events

- 1. Valentine's Day celebration display.
- 2. Earth Day educational material.
- 3. First Thursday in May opening day celebration for evening market.
- 4. First Tuesday in June anniversary celebration for Tuesday's market.
- 5. Chef at the Market (Tuesday market – summer cooking).
- 6. July – Grill Crazy (Thursday market).
- 7. August – zucchini recipe contest.
- 8. Walking tours of the Market with the chefs.

C. Ongoing Promotions

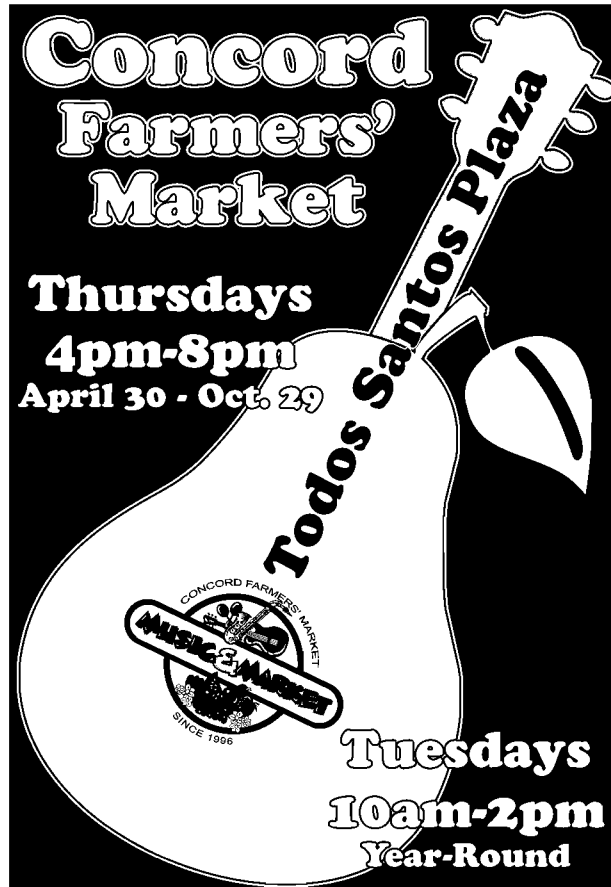
- 1. Fruit tasting.
- 2. WIC/food stamp programs.
- 3. Staffed information booth with education materials, recipes, and ads.
- 4. E-mail sign-ups for market information.
- 5. Web page link.
- 6. Consumer information (community information as well as recipes, cooking tips, etc.).

D. Advertising and Public Relations

1. Advertise market in local media to include print, cable TV, radio, direct mail, and provide a media advertising schedule to the City.
2. Maintain a public relations outreach plan for the Concord Market and provide it to City staff.

Concord Farmers' Market Report

Annual Report – 2009



Concord Your Food, Your Community, Your Farmers' Market pcfma.com 1.800.949.FARM

Pacific Coast Farmers Market Association

5056 Commercial Circle Suite E

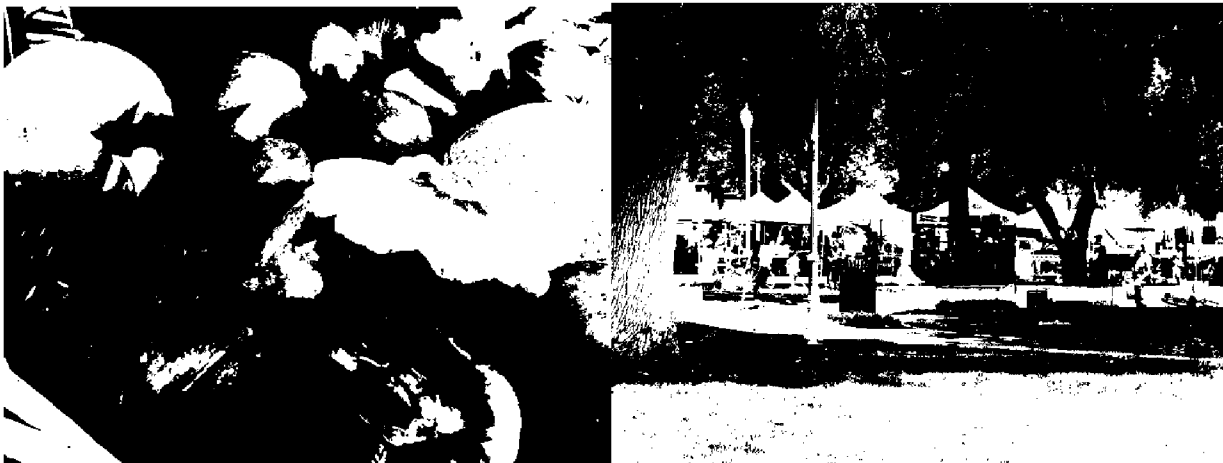
Concord, CA 94520

(925) 825 9090

Introduction

Even with the economy of 2009 having a rocky start, both Concord Tuesday and Thursday markets were very successful. Both markets have continued to grow and provide a community outlet for local businesses and shoppers. The attendance numbers of the market have stayed high. Both markets yielded an average attendance of around 2,000 people on Tuesdays and 4,000 on Thursdays.

We have continued to welcome our market chefs, Greg Mann and Sim Peyron, the first and third Tuesday of every month; they also came out to the Thursday night market on April 30. We also continued our Music in the Park and Music at Noon series as well as Thursday night concert and movie series. Many events from years before have remained, but we have also started new traditions in the market that we hope will be present for years to come.



Farmers Market Changes with the Seasons

Promotions and Producers

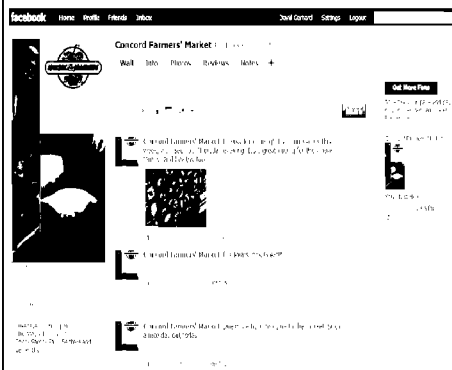
Each Tuesday and Thursdays an information booth is set up within the market to provide complimentary recipes using seasonal produce offered at the market as well as nutrition information and details on any city events going on or events coming up in the market. In 2009 the Concord farmers' market started its first Facebook page. As of October Concord has 176 fans. We also had music in the park, movie nights, Cookin the Market, guess how many, questions of the week by Vince Scalise, the fourth of July parade and many others coming up in the holiday season.



2009 4th of July Parade

Thursday night music in the park

As the Concord market continues to grow so do our partnerships with the community. We are still working with Florence Weiss as Concord's Downtown Coordinator and we still have our wonderful volunteers, Gary and Dorothy, helping to create a safe environment for people to shop. Jenine Patterson is still our on-call police officer and we have welcomed a new officer, Officer Carlean Vinum. The Tuesday and Thursday markets were both inspected by the Health, Agricultural and Fire departments. Although we have had minimal problems with the health department, we strive to continuously improve our markets. We were in compliance in all other areas of inspections. We had new producers out this year like, Great Valley Poultry, Copper Top Ovens, Jims Jammin, Moroccan Gourmet, Cha Cha Salsa, Rose Mae Orchids, Olson Family Farms, Tecklenburg Ranch, House of Lumpia, and Shanties Kitchen. We also had returning favorites like J&M Ibarra Ranch, G&S Farm, Sunrise Flowers, Rodriguez Ranch, Eat the Best Kettle Korn, Delta Moon Soaps, Fontana Farms, Diaz Ranch and many others.



Our Facebook Poster and Page.



Merchant at the Market and Community Booths at the Market

Local downtown merchants and community booths were given the opportunity to set up a “Merchant at the Market” booth and community booths during both Tuesday and Thursday market. All participants were members of the Todos Santos Downtown Association and coordinated by Virginia Thomas. Some of the participating merchants were Contra Costa Mosquito and Vector Control, Concord Police Department, Lead Poison Control, Town Hall Meeting information as well as many local banks, restaurants, and realty offices. We also had Master Gardener participate in the Concord market almost every week answering all your garden questions.

Farmers Market Nutrition Program and Golden State Advantage Food Stamp Program

Both Tuesday and Thursday Markets accept EBT benefits as well as WIC benefits, this year we have introduced a new EBT machine to cut down on the time it takes for people to get their EBT tokens. It has been a huge success at both Tuesday and Thursday markets. We have had a 276% increase with our EBT redemption this year due to our new machines and heavily promoting EBT in the market. We have been able to help more people get EBT and in a more timely manner. Next year we hope to add another EBT machine and a promotion for EBT to Contra Costa County which would include our Tuesday and Thursday markets. On Thursday nights the WIC booth came out to the market so that participants would be able to pick up their checks at the market. This is great because it gets people out to the market and allows them to pick up their WIC checks and their groceries in one stop.



Special Events at the Market


In Concord this year on a Thursday night we hosted a Healthy Mayor Cook off. This cook off featured cities which included Clayton, Pleasant hill, Martinez, Hercules, Antioch, Walnut Creek, Concord, San Ramon and Lafayette. The participating restaurants were Luna/Bella, Thyme 2 Eat, The Powder Keg, Haute Stuff, Lone Tree Golf Course, Kobe Japan Restaurant, Bing Crosby’s & McCovey’s and the Clayton Farmers’ Market. The winner was the Mayor of Concord, Laura Hoffmeister and Chef



Abdel Redoune.

Go Concord!

**Your Concord
Farmers' Market Was
Voted One of the Top Ten
Farmers' Markets
Nationwide!**



Thanks to all who voted for us!

www.pcfma.com 800.949.FARM

National Farmers Market Contests

Pacific Coast participated in the National Farmers' Market Contest. This contest was put on by the National American Farmland Trust. It asked shoppers to vote on their favorite farmers' market nationwide. Out of 4,685 farmers' markets Concord came in the top 10! PCFMA also hosted a Farmers' Market Essay Contest and the winner was Jo Ellen Keith of Concord. Her essay was posted on PCFMA's website as well as put on a poster and posted at all of the markets.

**Congratulations
to the winner of the
National Farmers' Market
Essay Contest!**

Jo Ellen Keith



"I love our farmers' market and feel it is a very important part of our community. Food grown in our area can be picked and sold in a matter of hours, not days or weeks as is the case with much grocery store produce. There is no comparison in the flavor and the nutritional value. Shopping at the market is like a big party- we see old friends and meet new ones. It's also great to be able to talk to the people who actually grow and harvest the food.

Now, in this time of financial trouble, we need to support our local families. If they are forced to go out of business, we will be the losers in the long run. By supporting our local farmers, we can help ensure that there will continue to be farms in our area, and that future generations will have access to the same wonderful produce we enjoy."

Essay of our contest winner Jo Ellen Keith

“Recycle Garden”. The Todos Santos Business Association partnered with the Concord Chamber of Commerce to bring this event to the market.

Cookin’ the Market



We were very lucky to have PCFMA’s Cookin’ the Market out at the Tuesday market the first and third Tuesday of every month. They use produce from the market to create wonderful meals and give cooking demonstrations to anyone for free. This year they prepared Miso Glazed Root Vegetables, Bok Choy Provençal, Szechwan Eggplant and Curried Eggplant among many other unique recipes.

Greg Mann and Sim Peyron, our Market Chefs

Conclusion

In conclusion both Tuesday and Thursday markets were very successful. We had great promotions for markets, as well as new activities and old favorites. We welcomed new vendors and helpers and shared our time with old friends. Our crowd count numbers stayed relatively high even through the turmoil of the 2009 economy. We are sad to be wrapping up the season but looking forward to 2010!

Concord Farmers' Market Results and Analysis of Rapid Market Assessment

What would you like to see more of at the farmers' market?

Response	Number of Respondents
Produce	63
Crafts	16
food ready to eat	31
Bakeries	11
Meat/ fish/wine/ cheese	51
Community non- profit groups	10
Entertainment and events	29

What was your primary reason for coming to downtown Concord today?

Response	Number of Respondents
Work	22
Farmers' Market	145
Retail Shopping	27
Restaurants	24
Atmosphere	23

Do you plan on doing any additional shopping in downtown Concord?
If yes, how much do you anticipate spending?

Response	Number of Respondents
none	73
Less then \$10.00	64
Between \$10.00- \$25.00	61
Between \$25- \$40.00	8
More then \$40.00	5

Where do you live?

We provided a map for people to place a dot on the city or area they live in.

Response	Number of Respondents
Concord Area	92
Outside of Concord area	65
Outside of the Bay Area	54