

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Jeremy Laurentowski, Parks and Recreation Director *SL*

BY: Stephanie Anderson, Senior Management Analyst *SA*

DATE: January 4, 2016 (CC Meeting of 4/20/16)

SUBJECT: Consider Adopting the City Event Vendor Policy

BACKGROUND AND DISCUSSION

The Recreation Division offers a variety of City sponsored events to the community. Several of these events allow opportunities for vendors to participate. Historically, vendor participation has been governed by the information set forth in the vendor packets, applications, and agreements prepared for each event. However, at this time, there is no formal policy regarding how vendors are processed for participation in a City event.

The purpose of the attached City Event Vendor Policy (Policy) is to provide direction to staff and vendors relating to the methods and standards for accepting and processing vendors that wish to participate in events sponsored by the City.

The Policy establishes and describes the minimum requirements vendors must meet in order to participate in a City event, such as Seller's Permits, insurance policies, and temporary food facility permits. The Policy also describes the information to be included in each event vendor packet, such as event-specific requirements for vendors, limitations for vendors, vendor fees, and vendor instructions. The Policy allows the City to reject any vendor who does not meet the minimum requirements or event-specific requirements, who does not pay in full the required fees, or who does not comply with vendor limitations or instructions.

The Policy sets forth standards for vendor agreements and applications. These include application requirements, acceptance or rejection of applications, and notification by the City. The City also reserves the right to accept or reject any application.

A section specific to the 3rd of July Fireworks Extravaganza is included in the Policy. The Fireworks Extravaganza is currently the City's largest event, drawing over 10,000 people to Arroyo Vista Community Park each year. The event venue and activities are intended to create a picnic in the park atmosphere where families and friends celebrate Independence Day. The event is not intended to resemble a street fair, or business expo. Therefore, the vendors that have historically been allowed to participate in this event are limited to those that contribute positively to the intended atmosphere of the event. The Policy describes the type of vendors that will be accepted for the Fireworks Extravaganza. The Policy also prohibits vendors from distributing literature or other items promoting a business at the Fireworks Extravaganza.

The Policy describes vendors who are excluded from the provisions of the Policy and that the Policy does not apply to vendors participating in non-City sponsored events. Also excluded from the Policy are sponsor booths and Community Yard Sale participants.

The Policy allows for a limited Right of Appeal for vendors who are rejected from participating in a City event.

STAFF RECOMMENDATION

Approve the City Event Vendor Policy and direct that the Policy be incorporated as part of the next City Council Policies update.

Attachment 1 – Draft City Event Vendor Policy

Policy 6.x: City Event Vendor Policy

1. Purpose

The purpose and intent of the City Council in adopting the City Event Vendor Policy is to provide direction to staff and vendors relating to the methods and standards for accepting and processing vendors for City sponsored events.

2. Definitions

“City” shall mean the City of Moorpark.

“Director” shall mean the Parks and Recreation Director or other City Manager designee.

“Event” shall mean any community event, special event, or other event offered by the City of Moorpark.

“Vendor” shall mean an individual, organization, or business that sells any product or service, or provides information to attendees at a City Event.

“Vendor Packet” shall mean the informational packet developed by the City that provides information and requirements for each specific Event.

“Vendor Application” shall mean the form completed by the Vendor to apply to participate in an Event.

“Vendor Agreement” shall mean the agreement entered into between the Vendor and City, which is included with the Vendor Application.

3. Vendor Minimum Requirements

All Vendors must meet the following minimum requirements in order to participate in a City Event. Failure to meet the minimum requirements will result in the rejection of a Vendor Application, and/or exclusion or removal from a City Event.

A. Seller’s Permit

Vendors who are required by the State of California to hold a Seller’s Permit must submit a copy of their Seller’s Permit with the Vendor Application. Vendors may also be required to obtain a sub-permit for certain events, as identified in the Vendor Packet. Sub-permits must be submitted to the City by the date indicated in the Vendor Packet.

B. Insurance

Vendors must procure and maintain, in full force and effect at Vendor's sole cost and expense, the following types and amounts of insurance:

I. General liability insurance. Policy must be written with a company acceptable to City and authorized to do business in the State of California. Policy shall provide for a minimum coverage of One Million Dollars (\$1,000,000.00) for bodily injury or death of any person or persons in any one occurrence, and One Million Dollars (\$1,000,000.00) for loss by damage or injury to property in any one occurrence. The policy shall contain a provision providing for a broad form of contractual liability, including Product Liability coverage if food and beverages are dispensed. The policy shall be written on an occurrence basis. The policy shall name Vendor as the insured and the City of Moorpark, its officials, employees, and agents as an additional insured. The policy shall also provide that the City shall be notified in writing, at least thirty (30) days prior to any termination, amendment cancellation or expiration thereof. All insurance coverage required to be provided by Vendor is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to the City. Evidence of this insurance must be provided in the form of a Certificate of Insurance and additional insured endorsement. Vendors may elect to purchase insurance through the City's provider at the current rate to meet this requirement for certain events. This option, if available, will be described in the Vendor Packet.

II. Automobile insurance covering bodily injury and property damage for all activities arising out of or in connection with Vendor's participation in an event. Limits are subject to review, but in no event less than a combined single limit of \$1,000,000 per accident for commercial vehicles and other vehicles not classified as a private passenger vehicle or eligible for private passenger vehicle insurance. If the Vendor owns no such vehicles, this requirement may be satisfied by a non-owned auto endorsement, or equivalent, to the general liability policy. If the Vendor or Vendor's employees, subcontractors, or volunteers will use personal autos in any way during an event, the Vendor shall ensure the employees, subcontractors, and volunteers maintain automobile insurance that meets, at minimum, current California law requirements for private passenger vehicle insurance and provide proof of this insurance to City, if requested.

III. Workers' Compensation, as required by law, with employer's liability limits no less than one million dollars (\$1,000,000) per accident or disease. Evidence of this insurance, if required, must be provided in

the form of an insurance certificate. If proof of Workers' Compensation insurance is not provided, Contract Instructor shall be required to sign a Workers' Compensation statement.

C. Moorpark Business Registration

Vendors must be in compliance with Chapter 5.08, Business Registration Permit, of the Moorpark Municipal Code and any provision amendatory or supplementary thereto.

D. Food and Beverages

Vendors who distribute any food or beverage item (whether or not fees are charged) are solely responsible for complying with health code requirements. Violations of the health codes may result in closure by the County of Ventura. The City of Moorpark and its officers, agents, and employees are not responsible in the event of closures. Vendors must include a completed Temporary Food Facility (TFF) application and check for TFF fees, or a Mobile Food Facility (MFF) permit, with the Vendor Application. Vendors are responsible for contacting the Ventura County Environmental Health Division for health code requirements and questions.

4. Vendor Packet

A Vendor Packet will be prepared by the City for each Event that includes opportunities for Vendors to participate. Vendors are responsible for complying with all terms and conditions set forth in the Vendor Packet, and paying all fees as described in the Vendor Packet. The Vendor Packet will include the following information:

A. General Event Information

The Vendor Packet will include, at a minimum, the Event name, date(s), time(s), location(s), entry fee for the public, and contact information.

B. Amenities

The Vendor Packet will include information on amenities that may be available to Vendors, including but not limited to restrooms, parking spaces, and power and water sources.

C. Vendor Requirements and Limitations

Vendor requirements and limitations will be established at the City's sole discretion of the City Manager or his/her designee. The Vendor Packet will include a description of applicable vendor requirements, such as insurance, Seller's Permits, food facility permits, and compliance with Ventura County Air Pollution Control District requirements for portable generators. The Vendor Packet will also describe Vendor limitations, including restrictions or limits on items or services. Vendors must comply with all Vendor requirements and limitations. Failure to comply will result in the rejection of a Vendor Application, and/or exclusion or removal from a City Event.

D. Vendor Instructions

Vendor Packets will include instructions to Vendors, such as check-in/check-out times and procedures, loading/unloading locations and procedures, and application procedures and deadlines. Vendors must comply with all Vendor instructions. Failure to comply with instructions will result in the rejection of a Vendor Application, and/ or exclusion or removal from a City Event.

E. Vendor Fees

Vendor fees will be established at the sole discretion of the City Manager or his/her designee. Vendor fees will be listed in the Vendor Packet. Vendor fees are payable at the time of application submission. Once deposited, Vendor fees are non-refundable. No Vendor may participate in a City Event until fees have been paid in full.

F. Vendor Priority and Application Schedule

The Vendor Packet will contain the established schedule for submitting Vendor Applications to the City. Applications submitted outside of the established schedule will not be accepted. The City Manager or his/her designee shall have the sole discretion to establish priority acceptance of applications based on vendor type, non-profit status, residency, and other established written criteria. The priority in which Vendor Applications are accepted will be described in the Vendor Packet.

5. Vendor Applications and Agreements

Vendors who meet the minimum requirements as described in Section 3 may submit a Vendor Application to the City. Each Vendor Application will include a Vendor Agreement. The following conditions apply to all Vendor Applications.

A. Right of City Manager or his/her designee to Accept or Reject Applications

The City Manager or his/her designee reserves the right to accept or reject any Vendor Application.

B. Application Requirements

Vendor Applications must be fully completed. Only original, signed applications will be accepted. Applications must be received by the date specified in the Vendor Packet. All required documentation, such as insurance or Seller's Permits, must be included with the application. Failure to meet these requirements will result in rejection of the application.

C. Vendor Agreement

A Vendor Agreement is required for each Event. The Vendor Agreement must be signed in ink pen and may not be altered. The individual signing the Vendor Agreement for an organization or business must have the authority to do so. The Vendor Agreement must be submitted with the Vendor Application. Only original, signed Agreements will be accepted.

D. Notification

Within ten (10) business days of receipt of a Vendor Application, the City will notify the potential Vendor in writing as to the status of the Vendor Application. Upon the acceptance of a Vendor Application, the Vendor will be registered in the Event and fees will be deposited. A confirmation packet will be distributed to each Vendor no less than five (5) business days before the Event.

6. Exclusions

The following are excluded from the provisions of this Policy:

- A. Sponsor booths.
- B. Community Yard Sale participants.
- C. Vendors participating in non-City sponsored events. Vendors participating in a non-City sponsored event located at or in a City park will be governed by the City Council Resolution, Rules and Regulations Governing City Park Rentals, as may be amended from time to time. Vendors participating in a non-City sponsored event at or on other City property, or on private property, for which a Temporary Use Permit is issued by the

City, will be governed by the terms and conditions set forth in the Temporary Use Permit.

7. 3rd of July Fireworks Extravaganza

Literature or other items promoting a business are prohibited at this event. Vendor identifiers are limited to a single banner, not to exceed 10' wide by 3' high, affixed to the Vendor booth.

Vendors at the 3rd of July Fireworks Extravaganza are restricted to the following:

- A. Food and beverage sales.
- B. Attractions and Games.
- C. Vendors selling or distributing patriotic items or items appropriate to an Independence Day celebration, as determined solely by the City Manager or his/her designee. Product samples may be required prior to approving the vendor application.

8. Right of Appeal

Vendors may not appeal the rejection of a Vendor Application due to Vendor's failure to meet minimum requirements as described in Section 3. Vendors may not appeal the rejection of an application if the type of product or service offered is not permitted at the Event applied for, as described in the Vendor Packet. If rejected for other reasons, a Vendor has the right to appeal the decision by City staff to reject a Vendor Application. An appeal must be filed in writing to the City of Moorpark, 799 Moorpark Avenue, Moorpark, CA 93021 within five (5) business days of receiving notification of the rejection. The City Manager or his/her designee will affirm or deny the appeal in ten (10) business days. The decision of the City Manager or his/her designee shall be final.