

# CITY OF EL MONTE



## FARMERS MARKET RULES AND REGULATIONS

February 14, 2023



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# EL MONTE FARMERS MARKET RULES AND REGULATIONS

**February 14, 2023**

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City Attorney Rick Olivarez, Committee member

## ***Steering Committee Staff***

Market Manager, Jerry M. Moreno

Deputy Market Manager, Victoria Burl

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# EL MONTE FARMERS MARKET RULES AND REGULATIONS

## PREAMBLE

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The El Monte Farmers Market (“EMFM” or the “Market”) is a *Certified* Farmers Market (CFM) regulated by the State of California, the Los Angeles County Departments of Health and Agriculture/Weights and Measures, and the City of El Monte. The EMFM is established under California law to provide direct marketing of agricultural products from California *Producers* to local consumers.<sup>1</sup> By providing direct marketing of agricultural products the El Monte Farmers Market benefits the agricultural community and the consumer by, among other things, providing an alternative method for growers to sell their products while benefiting the consumer by providing quality produce at reasonable prices.<sup>2</sup> The state regulatory framework for direct marketing is designed to ensure agricultural producers are of acceptable quality and selling activities are conducted honestly and fairly.<sup>3</sup> Additionally, the framework authorizes additional nonagricultural vending activities that are ancillary but contiguous to a CFM, thereby providing a larger community event amenity.

The El Monte City Council adopted Resolution No. 10136 creating the Farmers Market Steering Committee (the “Committee”) and tasked it with conducting the business of the Farmers Market. The Committee has adopted these Rules and Regulations (“Rules”) for the operation of the EMFM. All participating *Producers* and market participants are required to abide by these Rules, along with all applicable local, county, state and federal laws and regulations in effect, and as may be amended from time to time.<sup>4</sup> The City through its EMFM management and its designated agents shall implement and enforce all Rules pertaining to the operation of the CFM and adjacent community event in a fair and equitable manner.

The provisions of these Rules are severable and if any provision, clause, sentence, word, or part thereof is held illegal, invalid, unconstitutional, or unapplicable to any persons or circumstances by any final action of a court of competent jurisdiction, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair the remaining provisions, clauses, sentences, sections, words, or parts thereof of these Rules or their applicability to other persons or circumstances.

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<sup>1</sup> California Food and Agriculture Code (FAC), §47000; 3 California Code of Regulations (CCR), §§1392.2(a) & 1392 et al.

<sup>2</sup> FAC §47000(a)

<sup>3</sup> 3 CCR §1392

<sup>4</sup> Local regulations are permitted to be more stringent than those established by the State, provided they do not conflict with relevant state laws or regulations. (3 CCR §1392.2(p))

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# EL MONTE FARMERS MARKET RULES AND REGULATIONS

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## CHAPTER 1 – GENERAL PROVISIONS

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### **Sections.**

- 1.1 – Authority to Promulgate Rules
- 1.2 – Committee Authority to Set Hours
- 1.3 – Market Boundaries
- 1.4 – Market Opening and Closing
- 1.5 – Market Manager Duties

### **1.1 – Authority to Promulgate Rules**

These Rules are promulgated in accordance with Committee By-laws (Article VI, §4) and City authority granted under California Food and Agriculture Code (FAC) §47004. These Rules shall be read consistent with state law and the State of California’s and County of Los Angeles’ regulation of *Certified* Farmers Markets, direct marketing activity and ancillary Market uses. In addition to, and in the absence of, specific provisions in these Rules, the relevant laws and regulations of the State of California and County of Los Angeles shall apply.

### **1.2 – Committee Authority to Set Hours**

The Farmers Market Steering Committee will have the authority to change the market hours at any time.

### **1.3 – Market Boundaries**

The Farmers Market will start at the intersection of Granada Avenue and Main Street at the West, and the intersection of Tyler Avenue and Main Street at the East. Portions of the North Parking Lot and South Parking Lot will also be used and the boundaries of the Market will be signed, delineated, and separated by barricade, rope, or tape. The portions of the market where a public right of way is closed to vehicular traffic shall be barricaded in a way to prevent motorists from driving through the Market.

### **1.4 – Market Opening and Closing**

- (a) A Market representative is responsible for officially opening and closing the market each day.
- (b) Markets will be held rain or shine. In the event of closure due to severe weather, the market managers will contact the vendors by phone, text message, and/or e-mail.

### **1.5 – Market Manager Duties**

The Market Manager’s job is to coordinate all of the weekly activities and to implement the Market’s policies. The Market Manager also acts as a conduit of information between the vendors, customers and community partners. The Market Manager, or their designee, has complete authority to interpret and implement policies at the market site.

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## CHAPTER 2 – PARTICIPATION

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### **Sections.**

- 2.1 – Farmers Market Discretion
- 2.2 – Vendor Spaces
- 2.3 – Certified Agricultural Section
- 2.4 – Non-Certified/Community Event Section
- 2.5 – Required Documentation
- 2.6 – Value-Added Products
- 2.7 – Local Production
- 2.8 – Insurance Required
- 2.9 – Sale of Live Animals
- 2.10 – Background Checks
- 2.11 – Protected Speech Activities
- 2.12 – Other Activities

### **2.1 – Farmers Market Discretion**

Acceptance of vendors will be at the discretion of the Market Manager and Market Committee. All market participants shall submit an application to participate at the Market. Acceptance is based on quality, originality, and the relevance of the product(s) and/or service(s) to the overall diversification and mission of the Market.

### **2.2 – Vendor Spaces**

- (a) No subletting of a space is permitted. Reserved spaces that are vacated may be rented out to other vendors at the discretion of the Market Manager.
- (b) Vendor spaces will be assigned on a first-come, first-served basis.
- (c) Vendors must supply their own tents, tables, chairs, etc. Vendors may rent equipment for a nominal fee.
- (d) Booth space is not transferable.

### **2.3 – Certified Agricultural Section**

- The *Certified* Agricultural Section of the Market consists of Producers and *Certified* Producers selling either *Certified* Agricultural Products or *Non-Certifiable* Agricultural Products, as defined by state law.<sup>5</sup> Agricultural Product means a fresh or processed product produced in California,

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<sup>5</sup> FAC §47000.5(a); 3 CCR §1392.2.

including fruits, nuts, vegetables, herbs, mushrooms, dairy, shell eggs, honey, pollen, unprocessed bees wax, propolis, royal jelly, flowers, grains, nursery stock, raw sheared wool, livestock meats, poultry meats, rabbit meats, and fish (including shellfish) that are produced in controlled conditions in California waters.<sup>6</sup>

- A Producer is defined as a person, partnership, corporation or an otherwise legally formed farm or ranch that produces agricultural products by practice of the agricultural arts upon land that the person or entity owns, rents, leases, sharecrops, or otherwise controls and has the documented legal right to possession.<sup>7</sup> A person or entity that rents, leases, or otherwise acquires the right to possession of property essentially for or limited to the period of harvest season of the agricultural products produced on that property shall not be considered a Producer.<sup>8</sup> A *Certified Producer* is a Producer authorized by the county agricultural commissioner to sell *Certified Agricultural Products*, produced by the practice of the agricultural arts upon land which the *Certified Producer* controls, to customers at a Certified Farmers Market.<sup>9</sup>
- *Certified Agricultural Products* are Agricultural Products that are *Certified* under the jurisdiction of the county agricultural commissioner relative to inspection and verification.<sup>10</sup>
- *Non-Certifiable Agricultural Products* are all *certified Agricultural Products* that have been processed, as well as dairy, pollen, unprocessed bees wax, propolis, royal jelly, raw sheared wool, livestock meats, poultry meats, rabbit meats, and fish (including shellfish) that are produced in controlled conditions in California waters.<sup>11</sup>
- *Processed Agricultural Products* are those Agricultural Products that have been altered or *Prepared* by such means as slicing, juicing, drying, shelling, smoking, freezing or cooking; provided, however, that the seller has produced all of the ingredients contained in the final product (except food coloring, pectin, rennin/rennet or preservatives, seasoning and flavorings.)<sup>12</sup>

#### **2.4 – Non-Certified/Community Event Section**

All products and services other than *Certified* and *Non-Certifiable Agricultural Products* shall be located in the *Non-Certified/Community event section* of the Market. This section includes the *Non-*

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<sup>6</sup> FAC §47000.5(a); 3 CCR §1392.2(j).

<sup>7</sup> FAC §47000.5(c); 3 CCR §1392.2(d).

<sup>8</sup> FAC §47000.5(c).

<sup>9</sup> 3 CCR §1392.2(e).

<sup>10</sup> 3 CCR §1392.2(l).

<sup>11</sup> 3 CCR §1392.2(m).

<sup>12</sup> 3 CCR §1392.2(v).

*Certifiable* Processed Agricultural Products, *Prepared* and *Pre-packaged Food*, Retail, Entertainment, and other items and services as may be approved by the Committee from time to time.

- *Non-Certifiable* Processed Agricultural Products are *Prepared* or packaged foods where the primary ingredient(s) are grown by the market participant but contain additional ingredients not grown by the farmer.
- *Non-Certifiable* Agricultural Products are Agricultural Products collected or foraged on land or in water not under the Producer’s control, like wild mushrooms and wild-caught seafood.
- *Prepared* and *Pre-packaged Food*: *Prepared Food* is *Prepared* on site under a LA County Department of Public Health Permit. *Pre-packaged Foods* are *Prepared* and packaged off site in a Health Department Certified Kitchen.
- Entertainment: Musical entertainment, children’s activities or other activities as approved by the Committee.
- Tabling: Tabling or booth space at the market is provided for City Departments, non-profit organizations and private businesses to conduct outreach, disseminate information, campaign, collect petition signatures, hand out leaflets and other similar activities as approved by the Committee.
- Market Manager/Information Booth: Staffed by the Market Manager, City staff or volunteers. This is where SNAP benefits are distributed, and general information is provided.
- Services: Knife sharpening, soap dispensing and other services which are ancillary and complimentary to Market activities.

**2.5 – Required Documentation**

The following, where applicable, must be kept at each booth during market hours:

(a) El Monte Business License;	(b) Embossed <i>Certified</i> Producer’s Certificate (CPC) listing Los Angeles County as an “Authorized County” <sup>13</sup> ;
(c) Apiary registration;	(d) Avocado exemption permit or proof of inspection;
(e) Organic registration and certification;	(f) Commercial Kitchen or Certified Home Kitchen Permit;

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<sup>13</sup> 3 CCR §§1392.2 & 1392.4.

(g) Los Angeles County Department of Health Permit;	(h) Egg Handler Registration.
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**2.6 – Value-Added Products**

Farmers may sell any farm products, including value-added products. At least one ingredient or material in any value-added good sold in a farm vendor’s booth must have been grown on the producer’s farm. Such products must comply with all labeling, permitting, documentation, public health regulations and other laws pertaining to such products.

**2.7 – Local Production**

All produce and protein sold must be locally grown. Locally grown means that the product must have been grown/raised within a 150-mile radius of Los Angeles County, CA. Allegations of sidestepping this regulation will be vigorously investigated and may result in expulsion from the market.

**2.8 – Insurance Required**

All vendors shall at all times during the duration of this market season, maintain, and keep in full force and effect, insurance as follows:

- (a) Commercial General Liability Insurance with minimum limits of one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate for any personal injury, death, loss or damage.
- (b) Product Liability Insurance with minimum limits of one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate for any injury, death, loss or damage.
- (c) The general liability policy of insurance shall contain an endorsement naming the City of El Monte, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns as additional insureds.
- (d) All of the policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days’ prior written notice to the City. Vendors shall require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

The City of El Monte reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**2.9 – Sale of Live Animals**

The sale of live animals is not allowed in the Market.

## **2.10 – Background Checks**

All vendors and vendor representatives are subject to sex offender registry checks.

## **2.11 – Protected Speech Activities**

All protected speech activity shall only be conducted within the specified area designated by the Market Manager or their designee (the “First Amendment Area.”) Individuals and organizations wishing to exercise First Amendment protected speech activities shall ensure proper compliance with the provisions of §4.13.

- (a) Booth space for tabling. Booth space shall be granted to individuals or organizations upon submission of a complete application and payment of the applicable fee subject to space availability. Booth space for such activity shall be located within the First Amendment Area.
- (b) First Amendment Area. Persons and organizations may request space in the First Amendment Area by submitting an application to the Market Manager. Only six (6) spaces shall be made available each market day. Each applicant is limited to one (1) two-hour time slot each Market day. Time slots shall be allocated on a first-come first-served basis.

## **2.12 – Other Activities**

The Market is open to the public. As such, it attracts a variety of activities not related to the Market’s mission. The most common activities and the rules which regulate these activities are listed below:

- (a) Product sample distribution. Only market participants may offer product samples within the Market.
- (b) Filming and photography. Filming and photography for commercial or broadcast purposes by other than an accredited news organization are subject to approval from the Committee.

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## CHAPTER 3 – FINANCE

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### **Sections.**

- 3.1 – Fees
- 3.2 – Deposit Required
- 3.3 – Pricing
- 3.4 – Assistance Program Participation
- 3.5 – Donations
- 3.6 – Sales Tax

### **3.1 – Fees**

The fees for the El Monte Farmer’s Market have been recommended by the Committee and set by a Resolution of the El Monte City Council. Fees include space rental. Vendors are responsible for tents, weights, tables, and chairs. If vendors rent equipment from the City, they are responsible for returning it clean and free from damage. Vendors will follow design guidelines established in these Rules under Chapter 5 (Setup & Display). The fees will be as follows:

- (a) Certified Producer Fee. Certified Producers will be charged at a rate of 7% of gross receipts, which includes one 10x10 booth space. Each additional 10x10 booth space is \$10.
- (b) Food Vendor Fee. Food vendors, including mobile vendors and food trucks, will be charged a fee of 12% of gross receipts, per market day.
- (c) Non-profit Tabling Fee. Non-profit organizations requesting booth space for tabling will be charged a fee of \$15 per market day.
- (d) For-profit Tabling Fee. For-profit businesses requesting booth space for tabling will be charged a fee of \$30 per market day.
- (e) Rental Fees. Tent Rental \$10/day, Table Rental \$5 each, Chair Rental \$2 each. Electrical hook-up \$10/day, water \$10/day, and sink rental \$15/day, subject to availability
- (f) Cleaning Fee. Rented spaces that are found to be left messy will be charged a cleaning fee of \$50.
- (g) CDFA Fee. A \$2/day fee will be collected on behalf of CDFA from all Market vendors.

### **3.2 – Deposit Required**

Vendors shall remit a deposit in the amount of fifty dollars (\$50) per each space to secure their space(s), and it shall be returned at the end of the market season. Those vendors that miss a reserved market day shall forfeit their deposit and must remit a new deposit to secure their booth space again.

### **3.3 – Pricing**

Pricing of goods sold at the market is the sole responsibility of the individual vendor. Fraudulent, dishonest, or deceptive merchandising or collusion to set prices among vendor may be grounds for forfeiture of the right to do business at the Market.

### **3.4 – Assistance Program Participation**

All Vendors who sell items approved by the Supplemental Nutrition Assistance Program (SNAP) are required to accept SNAP payments. Payments will be made in the form of \$1, \$5, \$10 and \$20 tokens from customers. Those tokens will be collected after each market day & reimbursed by the Market Manager monthly.

### **3.5 – Food Donations**

Market Managers may organize a food donation to take place at the end of each Market day. An approved community group and/or non-profit will accept donations of food and distribute it to people in the community who need it.

### **3.6 – Sales Tax**

Market participants selling taxable items will be individually responsible for compliance with local and state sales tax laws.

## CHAPTER 4 – HEALTH, SAFETY & CONDUCT

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### **Sections.**

- 4.1 – Attendance
- 4.2 – Punctuality
- 4.3 – Animals
- 4.4 – Vendor Cleanliness
- 4.5 – Health Code Compliance
- 4.6 – Sampling
- 4.7 – Prohibited Items and Activities
- 4.8 – Alcohol
- 4.9 – Noise
- 4.10 – Children
- 4.11 – Parking
- 4.12 – Discrimination and Harassment
- 4.13 – Protected Speech Activities

### **4.1 – Attendance**

- (a) Vendors should be set up 15 minutes prior to the opening of each market. Vendors will not begin selling until the market officially opens.
- (b) Each vendor is required to stop selling at the close of the market and have everything loaded for removal no later than one hour after the close of the market.
- (c) Each vendor must leave his or her selling area clean and in orderly condition. All refuse and unsold goods must be removed from the market area by the vendor. All boxes and trash from each vendor must be removed and transported by the vendor. Onsite trash disposal is not provided. Vendors will be assessed a fee of \$50.00 for cleanup if the market must clean up after you.
- (d) In general, vendors are required to stay until the market closes even if they have sold all their goods. The Market Manager must approve exceptions to this policy in advance.

### **4.2 – Punctuality**

Market participants are expected to arrive on time. To ensure safety, market participants arriving late must be escorted into the market by authorized personnel or may be asked to leave their vehicle outside and walk their product into the market.

### **4.3 – Animals**

- (a) Animals Prohibited. No live animals are allowed within 20 feet of any area where food is stored or held.<sup>14</sup> This regulation does not apply to service animals as defined by the Americans with Disabilities Act (42 U.S.C. Sec. 12101 *et seq.* or “ADA”)
- (b) Petting Zoo. The petting zoo shall be placed as far away as possible from all food and drink vendors, and consumption areas. All animal waste shall be disposed of properly off-site and the area cleaned and sanitized after every market-day. Cleaning fees will apply for areas left dirty.

### **4.4 – Vendor Cleanliness**

All vendors must adhere to sanitary procedures for selling produce and value-added items. All vendors must dress appropriately. Shoes and shirts are required. Vendors who provide samples and/or products that will result in waste material, such as cups, rinds, and corn cobs, must provide containers for waste disposal.

### **4.5 – Health Code Compliance**

The Market is a licensed food facility that operates under a Public Health Operating Permit issued by the Los Angeles County Department of Environmental Health. It is the responsibility of each vendor to abide by all state (Health and Safety Code, Food and Agriculture Code, and Retail Food Code [CalCode]) and local laws and regulations which govern the sampling, production, labeling, or safety of the product the vendor offers for sale at the market. Health Code compliance at the Market includes, but is not limited to the following:

- (a) All food shall be stored at least six inches off the ground.
- (b) No live animals are permitted within twenty feet of food being stored or sold, except service animals as defined by the ADA.
- (c) Prepackaged food sold directly to the customer must be *Prepared* and packaged at an approved food facility. Prepackaged food must be clearly labeled with the following information: (i) name of the item; (ii) weight or volume of the package; (iii) ingredients list; and (iv) name and location of the manufacturer.
- (d) All food products prepared for resale at the Market must be prepared in a county Health Department licensed commercial kitchen or certified kitchen, and a copy of the facility’s health permit must be kept at the seller’s stand.
- (e) Produce sampling that follows the California Health and Safety Code guidelines is permitted.

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<sup>14</sup> California Health and Safety Code (HSC) §114371(d).

- (f) Cut melons with skin on and sprouts must be kept on ice. Dairy products must be maintained at 45 degrees (45° F) or below.
- (g) Processed products such as dried fruits and salad mix must be covered or clearly marked with a sign stating: “wash before consuming.”

#### **4.6 – Sampling**

Distribution of food samples may occur under the following conditions, as allowable by Public Health guidelines:

##### **(a) Sampling Setup.**

- i. Five gallon (5 gal) hot water (100° F) container with downward-facing continuous flow spout (for hand and produce washing);
- ii. Non-absorbent cutting board;
- iii. A knife used exclusively for sampling;
- iv. 1 percent (1%) chlorine solution for sanitizing the cutting knife (100 ppm or ½ ounce per gallon concentration);
- v. Liquid pump soap dispenser (bar soap is not acceptable);
- vi. Single use paper towels;
- vii. Cover or sneeze guard for cut samples;
- viii. Single-serve toothpick dispenser or tongs for handing out samples;
- ix. Bucket to catch wash water.

##### **(b) Sampling Procedures.**

- i. All produce must be washed in potable water before cutting, and wastewater shall be collected in a receptacle and disposed of at an approved site;
- ii. Samples must be cut out of reach of customers and under a canopy or protective cover. Cut samples must be kept covered;
- iii. Clean, disposable gloves shall be used when preparing samples;
- iv. Samples must be served to customers on a toothpick or with tongs;
- v. Samples shall be kept in an approved, clean and covered container;
- vi. All food samples shall be distributed by the Producer in a sanitary manner.

#### **4.7 – Prohibited Items and Activities**

Smoking, outside alcoholic beverages, and firearms are not allowed at the market. Customers, vendors, or their children shall not ride scooters, bicycles, skateboards, or roller skates within the boundaries of the Market.

#### **4.8 – Alcohol**

The sale of alcohol will only be permitted at the Market’s “beer garden”. The Market will have a “beer garden” where customers may purchase and consume alcohol. Customers will be limited to four (4) alcoholic beverages per Market day. Alcohol may not leave the beer garden.

#### **4.9 – Noise**

Amplification of music/radio/car stereo during Market operating hours is prohibited, unless approved by the Market Manager.

#### **4.10 – Children**

Vendors who choose to bring children to the Market are asked to ensure that the conduct of the minors is appropriate and not disruptive to customers or other vendors.

#### **4.11 – Parking**

No vendor may park their vehicle within the Market during operating hours. Vendors must remove their vehicles from inside the market boundaries 30 minutes before the opening of the market. Vendors may not load their vehicles or drive their vehicles into the Market boundaries until 30 minutes after the Market has concluded. Vendors will be able to park their vehicles in designated spots in the South Parking Lot.

#### **4.12 – Discrimination and Harassment**

The Market has a no tolerance policy for discrimination or harassment toward any person while at the EMFM. Discrimination consists of directing negative, derogatory or demeaning comments or behavior toward any person on the basis of race, religion, age, gender, sexual orientation, national origin or disability. Harassment is any word or action meant to embarrass, offend, intimidate, or impede another person's ability to engage in lawful activities while at the Market. Harassment includes any conduct which could be unwelcome or unwanted even if the individual has no intention to harass. Even well-intentioned conduct can constitute harassment if the individual would find it offensive (e.g. gifts, over-attention, endearing nicknames, hugs.) Simply because no one complained about a joke, gesture, picture, physical contact or comment does not excuse said conduct.

#### **4.13 – Protected Speech Activities**

All protected speech activity shall only be conducted within the First Amendment Area. All signature gathering, donor solicitation and other First Amendment protected activities shall occur at a designated booth space subject to application and participation requirements outlined in Chapter 2 of these Rules, in the First Amendment Area, or outside the Market boundaries. Requests for space in the First Amendment Area shall be made to the Market Manager as described in §2.11(b). First Amendment Area participants shall not interfere with the operations of the Market, the public, the farmers, or the vendors and may not block sidewalks or access to assigned stall spaces. The City retains the right to regulate the time, place, and manner of activities relating to displays, signs, posters, placards, and other expressions of interests represented.

## CHAPTER 5 – SETUP & DISPLAY

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### **Sections.**

- 5.1 – Design Guidelines
- 5.2 – Signage and Postings
- 5.3 – Weights and Measures

### **5.1 – Design Guidelines**

All booth tents shall be 10’x10’ in size and shall be either white or business branded, and in good condition. All vendors shall tie down tents with at least 20 pounds of weight for each corner. Cement blocks are not an acceptable form of weight. Vendors may affix signage to their tents. All tables shall be rectangular and in good condition. Signage must be neat and clearly legible. Displays must be neat and uniformly labeled. Nothing, including signage, may extend past the 10’x10’ space unless approved by the Market Manager in advance. Each booth shall be inspected before Market opening for compliance.

### **5.2 – Signage and Postings**

All vendors must have a sign clearly showing their name location, and a statement “We Grow What We Sell” or similar phrase for each farm that is selling at a booth.<sup>15</sup> Vendors shall have all Required Documentation, as applicable, described in §2.5 which shall be conspicuously displayed as required.

### **5.3 – Weights and Measures**

When any product is sold by weight, the scale must be approved, tested and sealed by the County Agriculture Commissioner, Sealer of Weights and Measures. Scales must be sealed annually and display a current seal. Sellers are not permitted to use scales with expired seals. Scales should be set up so that the display is easily readable by customers.

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<sup>15</sup> FAC §47002(c).

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## CHAPTER 6 – INSPECTIONS AND COMPLIANCE

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### **Sections.**

6.1 – Market Manager Inspections

6.2 – Quality Control

6.3 – Inspection of Extension Certification

### **6.1 – Market Manager Inspections**

All market vendors should prepare for a site visit by the Market Manager or Committee members during the growing season. Failure to allow a site-visit once given reasonable notice may be grounds to revoke your right to vend.

### **6.2 – Quality Control**

Quality control is one of the most important factors at the market. Routine inspections may be conducted. If your product is found unfit to sell at the Market, the Market Manager, or their designee, may ask you to discontinue sales of this item immediately. Vendors who repeatedly attempt to sell unfit items or produce may be asked to leave the market.

### **6.3 – Inspection of Extension Certification**

For growers, a producer certificate must be completed before selling at the market. The certificate can be obtained through your County Extension Office. A COPY OF THE CERTIFICATE MUST BE DISPLAYED IN YOUR MARKET SPACE. Vendors must also bring certificates from any other farms they are selling for. If you have your certificate from last year and have not moved the location of your farm, it may not be necessary to procure another one.

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## CHAPTER 7 – VIOLATIONS

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### **Sections.**

- 7.1 – Generally
- 7.2 – Disciplinary Actions
- 7.3 – Grievances
- 7.4 – Violations which Endanger Health and Safety
- 7.5 – Appeals
- 7.6 – Appeals; Hearings
- 7.7 – Appeals; Decisions
- 7.8 – No Limitation on Rights
- 7.9 – No Claims Upon Termination

### **7.1 – Generally**

Vendors agree to abide by the rules of the Market as established by the Committee and enforced by the Market Manager, or their designee. Resolution of issues through notice, discussion, and agreement is preferable to formal disciplinary action whenever possible. All warnings and notices shall be documented and kept on file.

### **7.2 – Disciplinary Actions**

Following written notice and an opportunity to be heard, the Market manager or their designee, may take discretionary disciplinary action against any Market participant who (i) violates applicable federal, state and local law, (ii) violates these Rules as may be modified from time to time, and (iii) fails to obtain proper permitting and certificates. The Market Manager or designee shall, in appropriate cases, notify relevant local, state, and federal agencies of a Market participant's conduct.

Disciplinary actions include, but are not limited to:

- (a) Conditioning future participation and operations on modification of current practices;
- (b) Suspending participation in the Market for up to thirty (30) calendar days; and
- (c) Revoking permission to sell in the Market for the current Market season.

### **7.3 – Grievances**

Market participants may, at any time, bring forward to the Market Manager, in writing, any issues, grievances, concerns, or complaints they may have about market operations.

- a) Grievances against another vendor shall be accompanied by a \$50 deposit. The Market Manager shall then cause an investigation and/or farm inspection against the accused Market participant. If the results of the investigation and/or farm inspection find the grievance to be valid, the \$50 deposit shall be returned. If the grievance is determined to be unfounded, the deposit shall be

remitted to the Market's general fund with a letter including findings supporting the Market Manager's decision.

#### **7.4 – Violations Which Endanger Health and Safety**

At the discretion of the Market Manager, when a violation that occurs that threatens or jeopardizes the health and safety of a customer, Market participant, Market management, City staff or the overall operations of the Market, the Market Manager may order the immediate closure of the Market participant's booth and dismissal from the Market. The dismissal shall require documentation of an egregious violation

#### **7.5 – Appeals**

Any decision of the Market Manager may be appealed to the Committee. The request for appeal must be submitted in writing to the Secretary of the Committee within fifteen (15) days from the date of the Market Manager's decision. Absent good cause for extension or agreement by the parties to extend the hearing date, the hearing shall be conducted within thirty (30) days from the successful submission of said appeal.

#### **7.6 – Appeals; Hearings**

The Committee shall consider any written or oral evidence regarding the violation and decision of the Market Manager. The appellant has the burden of proof. In order for the appellant to prevail, the appellant must show, by a preponderance of the evidence, that the Market Manager's decision under review is not authorized by applicable local, state or federal law, or is inconsistent with these Rules.

#### **7.7 – Appeals; Decisions**

The Committee shall render a decision upholding, reversing or amending the Market Manager's decision. This decision shall be final and not be subject to further administrative appeal.

#### **7.8 – No Limitation on Rights**

The provisions of this Chapter shall not be construed to:

- limit the City's ability to enforce its rights under these Rules, applicable local, state or federal law;
- limit or qualify a Market participant's obligation to comply with applicable law or these Rules; or
- limit the City's right to notify and/or involve government authorities or other third parties as it may determine.

#### **7.9 – No Claims Upon Termination**

Market participants, under no circumstances, shall be entitled, directly or indirectly, to any refunds, any direct, incidental, consequential, punitive, or other damages, any other forms of compensation or indemnity from the City, or to obtain an injunction, specific performance, or other equitable remedy, as a consequence of suspension or revocation of permission to sell at the Market, or as a consequence of disclosure of inspection findings or any other actions taken by the Market.