

**ORANGEVALE RECREATION & PARK DISTRICT
BOARD OF DIRECTORS MEETING
THURSDAY, APRIL 22, 2021**

**SPECIAL MEETING 6:30 PM
LOCATION: *Zoom (address/link at bottom of the page)**

NOTE: The Board of Directors may take up any Agenda item at any time, regardless of the order listed. Action may be taken on any item on the Agenda.

1. CALL TO ORDER

2. ROLL

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

5. PUBLIC DISCUSSION

Any person may address the board upon any subject within the jurisdiction of the Orangevale Recreation & Park District with each speaker being limited to three minutes. However, the Chairperson can impose reasonable limitations to the maximum time per person and per agenda item to allow the Board to complete its business. Any matter that requires action will be referred to staff or committee for a report and action at a subsequent meeting.

6. NEW BUSINESS

- a. Review, Discuss, and Approve Agreement between Orangevale Recreation & Park District and Common Kettle, LLC to Hold the Orangevale Farmers Market at Orangevale Community Center Park on designated Thursdays in 2021.
- b. Discuss the opportunity of securing a strip of property within our District boundaries that currently belongs to the County of Sacramento.

7. DIRECTOR'S AND STAFF'S COMMENTS

8. ADJOURNMENT

*Due to Covid-19 guidance, public may attend the meeting via Zoom at this link and information:
<https://us02web.zoom.us/j/89595920642?pwd=QUhpNlYreGFITHNZYmxGdn11cmtvdz09>

Meeting ID: 895 9592 0642

Passcode: OVparks

NOTICE:

As presiding officer, the Chair has the authority to preserve order at all Board of Directors meetings, to remove or cause the removal of any person from any such meeting for disorderly conduct, or for making personal, impertinent, or slanderous remarks, using profanity, or becoming boisterous, threatening or personally abusive while addressing said Board, and to enforce the rules of the Board.

People with disabilities may request accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Requests for accommodations must be made with 72 hours prior notice. If you require accommodations, please contact the Orangevale Recreation & Park District main office at (916) 988-4373.

Directors can be reached at: director@ovparks.com

Manie Meraz

Mike Stickney

Sharon Brunberg

Lisa Montes

Erica Swenson

**AGREEMENT TO HOST FARMERS MARKET
AT ORANGEVALE COMMUNITY CENTER PARK
2021**

THIS AGREEMENT is made and entered into as of this 20th day of April 2020, by and between the ORANGEVALE RECREATION AND PARK DISTRICT, a park district existing under authority of Public Resources Code § 5780 et seq., hereinafter referred to as "DISTRICT", and COMMON KETTLE, LLC, hereinafter referred to as "RENTER".

RECITALS

WHEREAS, the DISTRICT is the owner and operator of Orangevale Community Center Park; and DISTRICT is interested in forming a partner/rental relationship to help bring a Farmers Market to our parks to help promote health, wellness, local growers, and sense of Orangevale pride and community; and

WHEREAS, the DISTRICT desires to enter into agreement with RENTER to host a FARMERS MARKET at Orangevale Community Center Park on Thursdays, May 20 – October 21, 2021 from approximately 3pm – 8pm; and

WHEREAS, RENTER has the necessary qualifications, experience, and personnel to accomplish the objectives set forth;

WHEREAS, the DISTRICT is authorized to enter into an agreement for specific special services with persons specially trained, experienced, and competent to perform such services;

WHEREAS, DISTRICT and RENTER desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, DISTRICT and RENTER agree as follows:

I. SCOPE OF SERVICES

RENTER shall provide services in the amount, type and manner described in Exhibit A, which is attached hereto and incorporated herein.

II. TERM

This Agreement shall be effective and commence as of the date written above and shall end on October 22, 2021. The DISTRICT shall have the option to

extend the term on a month-to-month basis. This Agreement may be terminated by 30 days written notice by the DISTRICT or RENTER.

III. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO DISTRICT

ORANGEVALE RECREATION &
PARK DISTRICT
6826 Hazel Avenue
Orangevale, CA 95662
Attn: Barry Ross

TO RENTER

COMMON KETTLE, LLC.
6825 Walnut Avenue
Orangevale, CA 95662
Attn: Margaretha Elisabeth Brunner

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

IV. COMPLIANCE WITH LAWS

RENTER agrees to abide by all applicable local, federal, and state accessibility standards and regulations.

RENTER shall observe and comply with all applicable federal, State, and County laws, regulations, and ordinances related to the use of the facility and public gatherings.

RENTER further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, face coverings, limits on the size of gatherings, use of appropriate sanitation practices, etc.

DISTRICT reserves the right to immediately revoke RENTER'S right to use of the facility under this agreement should RENTER fail to comply with any provision of this section.

V. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

VI. LICENSES, PERMITS AND GOOD STANDING

- A. RENTER shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento, and all other appropriate governmental agencies, including any certification and credentials required by DISTRICT. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by DISTRICT.
- B. RENTER further certifies to DISTRICT that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, State or County government agreements. RENTER certifies that it shall not contract with a subcontractor or vendor that is so debarred or suspended.

VII. PERFORMANCE STANDARDS

RENTER shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to RENTER'S services.

VIII. ALTERATIONS TO PROPERTY

RENTER agrees to return the property to its prior state following each Farmers Market evening. Any permanent, seasonal, or temporary alterations to DISTRICT property is to receive prior approval by DISTRICT, which may include specific timelines for the alterations to be allowed before returning to prior condition. Cooperative efforts are to be made by DISTRICT and RENTER for the betterment of the community.

IX. BENEFITS WAIVER

- A. It is understood and agreed that RENTER (including RENTER'S employees and any vendors) has no relationship of employer-employee with the DISTRICT and shall not be entitled to any benefits provided to employees of DISTRICT. Such employee benefits include, but are not limited to: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to regular employees pursuant to the County Charter, the Sacramento County Employees' Retirement System (SCERS) and/or any and all memoranda of understanding between DISTRICT and its employee organizations. The RENTER hereby indemnifies and holds DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

B. If, in the performance of this Agreement, any third persons are employed by RENTER, such person shall be entirely and exclusively under the direction, supervision, and control of RENTER. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by RENTER, and the DISTRICT shall have no right or authority over such persons or the terms of such employment.

X. RESERVED

XI. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

A. RENTER agrees and assures DISTRICT that RENTER (and any employees and vendors) shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of DISTRICT, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. RENTER shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of DISTRICT employees and agents, and recipients of services are free from such discrimination and harassment.

B. RENTER represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and regulations and guidelines issued pursuant thereto.

C. RENTER agrees to compile data, maintain records, and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.

XII. INDEMNIFICATION

To the fullest extent permitted by law, RENTER shall indemnify, defend, and hold harmless DISTRICT and the County of Sacramento, their respective governing boards, officers, directors, officials, employees, and authorized volunteers and agents, (collectively "Indemnified Parties") from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims") including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property or loss of use thereof, including but not

limited to the property of either Party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the RENTER, its officers, employees, or agents, or the acts or omissions of anyone else directly or indirectly acting on behalf of the RENTER, or for which the RENTER is legally liable under law regardless of whether caused in part by an Indemnified Party. RENTER shall not be liable for any Claims arising from the sole negligence or willful misconduct of an Indemnified Party where such indemnification would be invalid under Section 2782 of the Civil Code.

To the extent permitted by law, this indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by RENTER.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

XIII. INSURANCE

Without limiting RENTER'S indemnification, RENTER shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is the responsibility of RENTER to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms, and other insurance requirements specified in Exhibit B. It is understood and agreed that DISTRICT shall not make park facilities available to RENTER under this Agreement unless and until DISTRICT is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this Agreement may be grounds for material breach of contract.

XIV. INFORMATION TECHNOLOGY ASSURANCES

RENTER shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by RENTER in the performance of services under this Agreement, other than those owned or provided by DISTRICT, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to DISTRICT under this Agreement.

XV. RENTAL PAYMENT & SECURITY DEPOSIT

- A. The rental payment and security deposit under this Agreement shall be limited to the Total Payment Amount set forth in Exhibit C as created and/or modified by the DISTRICT in accordance with this Agreement.

- B. DISTRICT shall an invoice monthly to RENTER. RENTER shall submit payment to DISTRICT no later than the fifteenth (15th) day of the month following the invoice period.
- C. In the event RENTER fails to comply with any provisions of this Agreement, DISTRICT may suspend services until such non-compliance has been corrected.

XVI. RESERVED

XVII. SUBLETTING, ASSIGNMENT

- A. RENTER shall obtain prior written approval from DISTRICT before subletting any of the services delivered under this Agreement. RENTER remains legally responsible for the performance of all Agreement terms including work performed by third parties under sublets. Any subletting will be subject to all applicable provisions of this Agreement. RENTER shall be held responsible by DISTRICT for the performance of any subletter whether approved by DISTRICT or not.
- B. This Agreement is not assignable by RENTER in whole or in part, without the prior written consent of DISTRICT.

XVIII. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon DISTRICT unless agreed in writing by Administrator and counsel for DISTRICT.

XIX. SUCCESSORS

This Agreement shall bind the successors of DISTRICT and RENTER in the same manner as if they were expressly named.

XX. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XXI. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, RENTER shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of obligations set forth in local, State and federal law.

XXII. TERMINATION

- A. DISTRICT may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by DISTRICT to RENTER and it is later determined that RENTER was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. DISTRICT may terminate this Agreement for cause immediately upon giving written notice to RENTER should RENTER materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, DISTRICT may proceed with the work in any manner deemed proper by DISTRICT. If notice of termination for cause is given by DISTRICT to RENTER and it is later determined that RENTER was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. DISTRICT may terminate or amend this Agreement immediately upon giving written notice to RENTER, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the DISTRICT is suspended or delayed; 2) if funds in DISTRICT'S yearly proposed and/or final budget are not appropriated by DISTRICT for this Agreement or any portion thereof; or 3) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by DISTRICT as a result of mid-year budget reductions.
- D. If this Agreement is terminated under paragraph A or C above, RENTER shall only pay for any Farmers Market dates completed and provided prior to notice of termination.

- E. Neither party shall incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expense obligations to a third party that they can legally cancel.

XXIII. REPORTS

DISTRICT may request that RENTER, without additional compensation therefor, make fiscal, program evaluation, progress, and such other reports concerning Farmers Market to help both parties evaluate its level of success and the ability to make strategic plans and adjustments.

XXIV. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between DISTRICT and RENTER regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between DISTRICT and RENTER regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

XXV. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

XXVI. FORCE MAJEURE

Neither RENTER nor DISTRICT shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure of cooperation of the other party or third parties (except as otherwise specifically provided herein).

XXVII. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

XXVIII. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

Orangevale Recreation & Park District

COMMON KETTLE, LLC.

By: _____
Barry Ross, District Administrator

By: _____
Margaretha Elisabeth Brunner

Date: _____

Date: _____

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**EXHIBIT A to Agreement
between the ORANGEVALE RECREATION AND PARK DISTRICT,
hereinafter referred to as "DISTRICT",
and COMMON KETTLE, LLC
hereinafter referred to as "RENTER"**

SCOPE OF SERVICES

I. SERVICE LOCATION

Facility Name(s): Orangevale Community Center Park
Street Address: 6826 Hazel Avenue
City and Zip Code: Orangevale, CA 95662

II. SCOPE

- A. RENTER agrees to host a weekly Farmers Market on Thursdays from 3:00 pm to approximately 8:00 pm on behalf of the DISTRICT. Admission will be free to the public.
- B. The DISTRICT'S Administrator, or designee, may negotiate with RENTER and approve reasonable modifications in tasks, schedules, services, and staff assignments so long as such modifications are within the general scope of services provided under this Agreement, and are determined to be in the best interest of DISTRICT.
- C. The RENTER is granted a revocable permit by the DISTRICT to use the property as specified herein. This license does not create a property interest in RENTER and may be revoked at any time by DISTRICT with or without prior notice.
- D. The Farmers Market shall encourage strong community engagement and involvement, promote community-building and health outcomes, celebrate the diversity of the DISTRICT, and provide a fun and festive atmosphere that supports local agriculture.
- E. The Farmers Market shall include a balanced blend of vendor exhibits and activities as follows:
 - o **No less than 75% Farmers & Food Products**
This category encompasses fresh fruits, vegetables, herbs or flowers, bakery products, nut and fruit package products, eggs, cheese, oils, prepared foods, and beverages meeting Sacramento County Environmental Health Standards.

- **Up to 25% Non-Food Products**
This category encompasses imitation flowers and floral, cookware, soaps, and other products.
 - Local businesses and organizations, artisans, and musicians should be given an opportunity to participate.
- F. Cancellation of a Farmers Market is pursuant to the following conditions:
- Inclement weather with sustained wind speeds exceeding 20 mph
 - Any Force Majeure circumstances as detailed in paragraph XXVI.

Notification of a cancelled Farmers Market must be communicated to the DISTRICT and all vendor participants by phone message, text and/or email a minimum of three hours prior to start time if feasible. A cancellation notice will also be posted on the RENTER'S web site, emailed to subscribers, and included in RENTER'S social media platforms.

III. RESPONSIBILITIES OF DISTRICT AND RENTER FOR SCOPE

- A. RENTER shall provide copies to the DISTRICT, or its authorized representatives, of all permits required to operate the Farmers Market in accordance with local, county and/or state health and safety regulations.
- F. RENTER shall provide a detailed Farmers Market Work Plan that includes:
- A copy of the operational guidelines/rules for the Farmers Market.
 - A safety plan for all involved with the Farmers Market, including safety guidance related to COVID-19.
 - Vendor locations and an anticipated circulation pattern.
 - A plan for additional portable restrooms should the indoor restrooms provided by the DISTRICT prove to be insufficient.
 - Trash and recycling plan. Trash disposal and clean-up must be provided by the RENTER.
 - Staffing that includes a Manager onsite two (2) hours in advance of each Farmers Market start time and until the last vendor leaves.
 - Temporary Farmers Market signage installed and removed each week at locations mutually agreed to by DISTRICT and RENTER. The RENTER will be responsible for providing their own signage and promotion material.
- G. DISTRICT shall provide the following in support of the Farmers Market:
- Approved use of the property each Thursday from approximately 1:00 pm until 9:00 pm
 - Provide indoor restroom facilities for customers and vendors, and maintenance of the restroom facilities

- Access to parking for vendors and patrons on Farmers Market days a minimum of two hours before the market opens
- Park patrol, park maintenance, and waste services in support of the Farmers Market as needed and mutually agreed to by both parties
- Promotion of Farmers Market in DISTRICT media which may include the DISTRICT newsletter, website, social media, and community calendar.

IV. AUTHORITY OF RENTER PERFORMING SCOPE OF WORK

RENTER is to provide and perform the scope of services covered by this Agreement. RENTER, including RENTER'S assigned personnel, shall have no authority to represent DISTRICT or DISTRICT staff at any meetings of public or private agencies unless an appropriate DISTRICT official provides prior written authorization for such representation which outlines the purpose, scope and duration of such representation. RENTER shall possess no authority or right to act on behalf of DISTRICT in any capacity whatsoever as agent, nor to bind DISTRICT to any obligations whatsoever. DISTRICT is responsible for making all policy and governmental decisions related to the work covered by this Agreement.

V. PUBLICATION OF DOCUMENTS AND DATA

RENTER shall provide marketing collateral materials promoting Farmers Market. DISTRICT requests that its name and/or logo be included in a prominent position on marketing materials developed to promote the Farmers Market. If any additional benefits are given to market sponsors, the DISTRICT's support is also to be treated as a sponsor in terms of recognition and benefits.

VI. PERSONNEL

RENTER shall provide the organization, staffing and management of weekly Farmers Market. RENTER shall provide a list of subcontractors and/or partners, if any, and their specific roles for the Event(s). Key contacts for this project shall be as follows:

DISTRICT: Barry Ross, District Administrator
(W) 916-988-4373 * (C) 916-203-9728 * barry@ovparks.com

DISTRICT: Jason Bain, Recreation Supervisor
(W) 916-988-4373 * (C) 916-847-2607 * jason@ovparks.com

RENTER: Margaretha Elisabeth Brunner
(916) 215-7713 * commonkettle@gmail.com

**EXHIBIT B to Agreement
between the ORANGEVALE RECREATION AND PARK DISTRICT,
hereinafter referred to as "DISTRICT",
and COMMON KETTLE, LLC.
hereinafter referred to as "RENTER"**

INSURANCE REQUIREMENTS FOR RENTER

Without limiting RENTER indemnification, RENTER shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the RENTER, its agents, representatives or employees. ORANGEVALE RECREATION & PARK DISTRICT (DISTRICT) shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the DISTRICT Risk Manager, insurance provisions in these requirements do not provide adequate protection for DISTRICT and for members of the public, DISTRICT may require RENTER to obtain insurance sufficient in coverage, form and amount to provide adequate protection. DISTRICT'S requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

I. VERIFICATION OF COVERAGE

RENTER shall furnish the DISTRICT with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** The DISTRICT Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the DISTRICT and the general public are adequately protected. All certificates, evidence of self-insurance, and additional insured endorsements are to be received and approved by the DISTRICT before performance commences. The DISTRICT reserves the right to review complete copies of any policy of insurance offered in compliance with these specifications.

II. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. **GENERAL LIABILITY:** Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by the DISTRICT Risk Manager.
- B. **AUTOMOBILE LIABILITY:** Insurance Services Office's Commercial Automobile Liability coverage form CA 0001.

1. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
 2. Personal Lines automobile insurance shall apply if vehicles are individually owned.
- C. WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.
- D. Omitted.
- E. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

III. MINIMUM LIMITS OF INSURANCE

RENTER shall maintain limits no less than:

- A. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$2,000,000
Each Occurrence:	\$2,000,000

- B. AUTOMOBILE LIABILITY:

1. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
2. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

- C. WORKERS' COMPENSATION: Statutory.
- D. EMPLOYER'S LIABILITY: \$1,000,000 per accident for bodily injury or disease.
- E. Omitted.

IV. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by the DISTRICT.

V. Omitted.

VI. OTHER INSURANCE PROVISIONS

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provision:

A. All Policies:

1. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. The DISTRICT Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the DISTRICT and the general public are adequately protected.
2. **MAINTENANCE OF INSURANCE COVERAGE:** The RENTER shall maintain all insurance coverages and limits in place at all times and provide the DISTRICT with evidence of each policy's renewal within ten (10) after its anniversary date.

RENTER is required by this Agreement to immediately notify DISTRICT if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. RENTER shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope, or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

VII. COMMERCIAL GENERAL LIABILITY AND/OR COMMERCIAL AUTOMOBILE LIABILITY

A. **ADDITIONAL INSURED STATUS:** The DISTRICT and their governing Boards, officers, directors, officials, employees, and volunteers and agents (each an "Additional Insured Party," and collectively "Additional Insured Parties"), are to be included as additional insureds as respects: liability arising out of activities performed by or on behalf of the RENTER; products and completed operations of the RENTER; premises owned, occupied or used by the RENTER; or automobiles owned, leased, hired or borrowed by the RENTER. The coverage

shall contain no endorsed limitations on the scope of protection afforded to the Additional Insured Parties.

- B. **PRIMARY INSURANCE:** For any claims related to this Agreement, the RENTER'S insurance coverage shall be endorsed to be primary insurance as respects any insurance or self-insurance maintained by the Additional Insured Parties. Any insurance or self-insurance maintained by the Additional Insured Parties shall be excess of the RENTER'S insurance and shall not contribute with it.
- C. **SEVERABILITY OF INTEREST:** The RENTER'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. **SUBCONTRACTORS:** RENTER shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by RENTER'S subcontractor.

VIII. WORKERS' COMPENSATION

Workers' Compensation Waiver of Subrogation: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the Additional Insured Parties which might arise by reason of payment under such policy in connection with performance under this Agreement by the RENTER. Should RENTER be self-insured for workers' compensation, RENTER hereby agrees to waive its right of subrogation against the Additional Insured Parties.

IX. Omitted.

X. NOTIFICATION OF CLAIM

If any claim for damages is filed with RENTER or if any lawsuit is instituted against RENTER, that arise out of or are in any way connected with RENTER'S performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect DISTRICT, RENTER shall give prompt and timely notice thereof to DISTRICT. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

**EXHIBIT C to Agreement
between the CARMICHAEL RECREATION AND PARK DISTRICT,
hereinafter referred to as "DISTRICT",
and COMMON KETTLE, LLC.
hereinafter referred to as "RENTER"**

BUDGET REQUIREMENTS

I. FEE SCHEDULE PAYMENT TO DISTRICT

The Total Minimum Payment Amount under this Agreement is: \$50.00 per Farmers Market evening plus a one-time \$1,000 Security Deposit for 2021.

The security deposit is for incidental damages or extra DISTRICT staff time required for park clean-up or repair due to Farmers Market. DISTRICT will notify RENTER of situations requiring the use of security deposit funds. Security fund balance will be returned to RENTER at the conclusion of this Agreement. If the full security deposit amount is exhausted, then another \$1,000 deposit will be required before the Farmers Market will be allowed to continue.

II. CONTRACTOR REQUIREMENTS

- A. RENTER shall provide rate sheet listing fees charged by the RENTER to vendors to participate in the Farmers Market.
- B. RENTER shall provide a minimum of one (1) space each week at no cost for the DISTRICT and/or non-profit group(s) selected by the DISTRICT to distribute information and/or take registration for their programs. Any equipment of materials for these spaces must be provided by the DISTRICT or the participating non-profit group(s).
- C. RENTER shall provide the DISTRICT the access and ability to provide a recreation activity during Farmers Market for the participants. DISTRICT is to notify RENTER in advance to determine there are no conflicts.

III. WORK NOT IN SCOPE OF SERVICES

RENTER shall immediately notify the DISTRICT in writing of any work that the DISTRICT requests to be performed that RENTER believes is outside of the original scope of work covered by this Agreement. If it is determined that said request is outside of the scope of work, such work shall not be performed unless and until the DISTRICT approves such request in writing and authorizes an amendment approved and executed by both parties.

IV. PAYMENTS

DISTRICT shall address and submit all invoices associated with this Agreement by U.S. mail, email, or personal delivery to the RENTER.

The RENTER shall send security deposit and payments to the following address:

Orangevale Recreation and Park District
6826 Hazel Avenue
Orangevale, CA 95662
Attn: Accounts Receivable

DISTRICT may change the address to which subsequent payment shall be sent by giving written notice designating a change of address to RENTER, which shall be effective upon receipt.