

**ORANGEVALE RECREATION & PARK DISTRICT
BOARD OF DIRECTORS MEETING
THURSDAY, MARCH 17, 2022**

**REGULAR MEETING 6:30 PM
ORANGEVALE COMMUNITY CENTER
6826 HAZEL AVE. ORANGEVALE, CA 95662**

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. MINUTES

a. Approval of the minutes of the Regular Meeting of February 10, 2022 (pg. 1-10)

7. CORRESPONDENCE

- a. An article in the Orangevale View from January 14 announcing the District receiving \$250,009 in COVID relief funding from the State of California Legislature. (pg. 11)
- b. Advertisements in the Orangevale View from February 24 that promote OVparks programs along with seasonal job openings. (pg. 12)

8. CONSENT CALENDAR: Reading/Opportunity to Pull Items for Discussion/Board Action

Consent items are considered routine and are intended to be acted upon in one motion, without discussion. During this portion of the meeting, the Consent Calendar will be read aloud. Prior to approval, the Chairperson will give the Board, staff, and public the opportunity to pull any item for discussion. The remaining Calendar will be acted upon. Any pulled items will then be heard and acted upon individually.

8.1 CONSENT MATTERS GENERAL FUND

- a. Ratification of Claims for February 2022 (pg. 13-14)
- b. Budget Status Report for February 2022 (pg. 15-17)
- c. Revenue Report for February 2022 (pg. 18)

8.2 OLLAD CONSENT MATTERS

- a. Ratification of Claims for February 2022 (pg. 19-20)
- b. Budget Status Report for February 2022 (pg. 21-22)

8.3 KENNETH GROVE CONSENT MATTERS

- a. Ratification of Claims for February 2022 (pg. 23)
- b. Budget Status Report for February 2022 (pg. 24)

9. NON-CONSENT MATTERS GENERAL FUND

- a. Ratification of Claims for February 2022 (pg. 25)

10. **STANDING COMMITTEE REPORTS**

- a. Administration & Finance – This committee is scheduled to meet on Wed., May 18 at 10am.
- b. Personnel & Policy – No Report
- c. Maintenance & Operation – No Report
- d. Recreation Committee – No Report
- e. Government – No Report
- f. Planning Committee – No Report
- g. Trails Committee – No Report
- h. Ad Hoc – No Report

11. **ADMINISTRATOR'S REPORT**

Monthly Activity Report – February 2022 (pg. 26-32)

12. **UNFINISHED BUSINESS**

13. **NEW BUSINESS**

- a. Retroactively approve the agreement with Exclusive Exteriors for removing and replacing a 102' x 8' stretch of concrete pathway at Orangevale Community Park in the amount of \$13,375 (pg. 33-47)
- b. Retroactively approve the agreement with V-Power Equipment, INC. for removing and replacing the pool pump/motor and add a variable frequency drive (VFD) at the Orangevale Community Pool in the amount of \$19,978.95 (pg. 48-69)
- c. 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 2022 (pg. 70-86)
- d. Approve agreement between Orangevale Recreation & Park District and Orangevale Chamber of Commerce to host a Beer & Wine Garden at Orangevale Community Center Park on designated Thursdays in 2022 (pg. 87-102)
- e. Approval of the agreement with All Events Management Group to hold the *Bow Wow Days – A Peticular Event* at Orangevale Community Park on September 24, 2022 (pg. 103-118)
- f. Approval of the agreement with All Events Management Group to hold Orangevale's Summer Palooza event at Orangevale Community Park on June 17-19, 2022 (pg. 119-133)
- g. Big Day of Service projects and budget allocation for May 21, 2022 (verbal)
- h. Approval of a new source of funding for the District to help address construction items outlined in the District Master Plan and the need for ongoing maintenance of District facilities (pg. 134)
- i. Approval of Resolution #22-03-684, Resolution calling the General District Election to be consolidated with the Statewide General Election on November 8, 2022 (pg. 135-138)
- j. Election of the Special Districts Representative for the Sacramento County Treasury Oversight Committee (pg. 139-142)
- k. Electric Vehicle charging stations on District property (informational)
- l. Pool Repair (update)
- m. Drought concerns (discussion)
- n. Personnel Policies and Procedures (update)

14. **DIRECTOR'S AND STAFF'S COMMENTS**

15. **ITEMS FOR NEXT AGENDA**

16. **ADJOURNMENT**

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

ORANGEVALE RECREATION & PARK DISTRICT

Minutes of Meeting of Board of Directors February 10, 2022

A Regular Meeting of the Board of Directors of the Orangevale Recreation and Park District was held on February 10, 2022, at the District Office. Director Montes called the meeting to order at 6:32 p.m.

Directors present: Swenson, Meraz, Brunberg, and Montes
Directors absent: Stickney
Staff present: Barry Ross, District Administrator
Horacio Oropeza, Park Superintendent
Jason Bain, Recreation Supervisor
Melyssa Woodford, Admin. Services Supervisor
Nadia Khhokhhar Roberts, Recreation Coordinator

3. **PLEDGE OF ALLEGIANCE** The Pledge of Allegiance was not conducted.

4. **APPROVAL OF AGENDA**
MOTION #1 On a motion by Director Brunberg, seconded by Director Montes, the agenda was approved by a vote of 4-0-0 with Directors Swenson, Brunberg, Meraz, and Montes voting Aye. There were no Nays or Abstentions. Director Stickney was absent.

5. **PUBLIC DISCUSSION**
Dane Wadle, Senior Field Coordinator Liaison for the California Special Districts Association (CSDA) in Sacramento County, expressed congratulations to OVparks for the \$250,000 Covid Fiscal Relief Fund awarded and extended appreciation to OVparks for their advocacy efforts to secure the funding through the State Legislature. Admin Ross thanked Dane for his advocacy with the Special Districts.

6. **MINUTES**
MOTION #3
 - a) Approval of Minutes of January 13, 2022 (pg 1-9): On a motion by Director Brunberg seconded by Director Meraz, the minutes were approved by a vote of 4-0-0 with Directors Meraz, Brunberg, Swenson, & Montes voting Aye. There were no Nays or Abstentions. Director Stickney was absent.

7. **CORRESPONDENCE**
 - a) Advertisements in the Orangevale View from January 14 and 28 that promote OVparks programs. (pg. 10-11): Admin Ross acknowledged the Orangevale View advertisements have been instrumental in promoting OVparks recreation programs and facility rentals which have been doing well. An article regarding the award of the \$250,000 Covid Fiscal Relief Fund from the State of California to OVparks was published in the January 14 issue.

8. CONSENT
CALENDAR

MOTION #4

- a) Admin Ross advised of Finance/HR Supt. Von Aesch's efforts to complete the report to include the first round of property tax. This is reflected in the revenue portion of the General Fund.

On a motion by Director Brunberg, seconded by Director Meraz, the consent calendar was approved by a vote of 4-0-0 with Directors Swenson, Brunberg, Meraz and Montes, voting Aye. There were no Nays or Abstentions. Director Stickney was absent.

8.1. CONSENT
MATTERS
GENERAL FUND

- a) Ratification of Claims for January 2022 (pg 12-13)
b) Budget Status Report for January 2022 (pg 14-16)
c) Revenue Report for January 2022 (pg 17)

8.2. OLLAD
CONSENT
MATTERS

- a) Ratification of Claims for January 2022 (pg 18-19)
b) Budget Status Report for January 2022 (pg 20-21)

8.3. KENNETH GROVE
CONSENT
MATTERS

- a) Ratification of Claims for January 2022 (pg 22)
b) Budget Status Report for January 2022 (pg 23)

9. NON-CONSENT
MATTERS
GENERAL FUND

MOTION #5

- a) Ratification of Claims for January 2022 (pg. 24)
On a motion by Director Brunberg, seconded by Director Meraz, the Non-Consent Ratification of Claims for January 2022 was approved by a vote of 3-0-1 with Directors Swenson, Brunberg, and Meraz voting Aye. There were no Nays. Director Montes Abstained. Director Stickney was absent.

10. STANDING
COMMITTEE
REPORTS

- a) Administration and Finance: This committee met on February 2. Admin Ross advised of discussion of funding options of a G.O. Bond or an Assessment. Pros and cons were discussed relative to each option. Questions were forwarded to John Isom (Isom Advisors) and Susan Barnes (SCI Consulting Group) and answers were received for review. The committee has not determined which option was best for the District. Admin Ross suggested scheduling a Special BOD meeting to discuss and review both options for a potential decision at the March 17 BOD meeting. Admin Ross to facilitate a date and time for the Special BOD meeting to be scheduled.
- b) Maintenance and Operation: No report.
- c) Recreation Committee: This committee met on January 21. (pg. 25-26): Admin Ross advised of discussion of the fee schedule to determine any potential increases necessary. Recap documentation provided will be discussed further in Item 13j of tonight's agenda.

- d) Personnel & Policy: No report.
- e) Government: No report.
- f) Planning Committee: No report.
- g) Trails Committee: Trails Committee: No report.
- h) Ad Hoc: This committee met on February 4. Directors Montes and Meraz, along with Admin Ross, met with the community at Sundance Trail area scheduled by resident Tom DiGiacomo. City of Citrus Heights Engineer Leslie Blomquist, City of Citrus Heights Community Development Director Casey Kempenaar, representatives from the County Department of Transportation, Supervisor Frost and her Chief of Staff Matt Hedges, as well as approximately twenty-five residents attended. The meeting agenda was more extensive than what OVParks had originally agreed to at the January BOD Meeting to address Highwood Way and Woodmore Oaks area resident concerns. Issues of concern regarding the Fair Oaks crosswalk, the bridge, and trees were incorporated into the meeting. Residents initially voiced opposition to the trail project. Sacramento County representatives addressed concerns and explained various aspects of the trail project. Admin Ross felt the residents' concerns were heard and by the end of the two-hour meeting most residents present were in favor of the trail and the safety measures being taken in the implementation of the trail project.

11. ADMINISTRATOR'S REPORT

a) Monthly Activity Report – January 2022 (pg 27-31):

On January 5, Dennis Sarkisian (President of the Rotary Club of Orangevale) delivered a grant check to Admin Ross in the amount of \$5,400 to go towards the new outdoor fitness equipment.

On January 11, Admin Ross and Superintendent Oropeza met with Tom Carden (Project Director for the Orangevale-Fair Oaks Community Foundation) to discuss projects for the 2022 Big Day of Service, scheduled for Saturday, May 21.

On January 29, Admin Ross and Coordinator Roberts attended the Orangevale Community Open House at The Grange. Nearly 30 community organizations were present with booths to help share information with interested members of the community.

On January 31, Admin Ross attended a California Association of Parks & Recreation Districts (CARPD) meeting on zoom. The meeting included about 40 District Administrators from throughout the state. The primary topics of discussion included: transitioning from gas to electric equipment and vehicles in parks; Covid-19 impacts to agencies and programs; General Obligation Bonds.

Admin Ross advised that Park Supt. Oropeza has been very instrumental in addressing homeless encampments within the parks and has been effectively communicating with the Park Supervisor at Tempo Park regarding encampment issues which potentially affect the Sundance Park nearby.

The Fulton-El Camino Park District Police Report had minimal incidents to report.

Park Supt. Oropeza advised Parks Maintenance Staff continue to complete ongoing maintenance throughout the parks along with some tree branch removal and cleanup. Appreciation extended to Easy Stumps for loaning their equipment for the lighting and removal of lighting of the tree at the Community Center.

Recreation Supervisor Jason Bain advised revenue is still doing well. TigerSharks Swim Team registration has started, and facilities and picnic rental applications received have increased. Renters are beginning to consider Buildings 1 and 2 for rentals. Rental interest is likely to increase when the road connecting the property to the Community Center property is completed creating further accessibility.

Recreation Coordinator Roberts advised that the Best Friends Bash will be held at the Orangevale Community Center tomorrow, Friday, February 11th for senior community. She advised that Supervisor Woodford has worked very hard to be able to offer this program again in a modified capacity due to the Covid pandemic.

12. UNFINISHED BUSINESS

None discussed.

13. NEW BUSINESS

- a) Acknowledgement: Recognize the Rotary Club of Orangevale for their Generous Grant Donation to OVparks to go Towards the Outdoor Fitness Equipment Facility at Orangevale Community Park. Rotary President Dennis Sarkisian will be our Guest.
Rotary President Dennis Sarkisian had originally reached out to Admin Ross with interest in contributing funds to a project for the community. The Rotary Club supports combining their \$5400 contribution with the \$4600 grant funds Recreation Coordinator Bain applied for and received through CPRS and Greenfields Equipment to utilize toward the approximately \$16,000 purchase of outdoor fitness equipment from Greenfields Equipment. Admin Ross extended appreciation to Dennis Sarkisian and the Rotary for their generous contribution. Dennis Sarkisian expressed gratitude to OVparks for all they do for the community and for the ability to partner with them on this outdoor fitness equipment purchase and installation.

- b) Approval of the Orangevale Recreation & Park District Fiscal Audit 2020/21 (pg 32-62): The District contracted with Larry Bain, CPA, to conduct the audit for fiscal year 2020/21. The audit has been completed and Mr. Bain presented the audit and discussed the findings. Net pension liability increased from 1.4 million to over 2 million for the 2021 fiscal year. SCERS had good financial results for the next measurement period which may offset the increase and would likely lower the District's pension liability in the coming years. Director Meraz noted that acquisition of the new buildings and the improvements were completed in the same fiscal year. Larry Bain stated that the documents on the long-term loans provides details of appreciation schedule for capital asset acquisition and expenses. OVparks extended appreciation to Larry Bain for his hard work.

MOTION # 2

On a motion by Director Montes seconded by Director Brunberg, the Approval of the Orangevale Recreation & Park District Fiscal Audit 2020/21 was approved by a vote of 4-0-0 with Directors Meraz, Brunberg, Swenson, & Montes voting Aye. There were no Nays or Abstentions. Director Stickney was absent.

- c) Approval of Resolution 22-02-681, Resolution Directing Preparation of the Engineer's Report for the Orangevale Landscaping and Lighting Assessment District (OLLAD) of the Orangevale Recreation and Park District (pg. 63):

MOTION # 6

On a motion by Director Brunberg seconded by Director Swenson, the Resolution 22-02-681, Resolution Directing Preparation of the Engineer's Report for the Orangevale Landscaping and Lighting Assessment District (OLLAD) of the Orangevale Recreation and Park District, was approved by a vote of 4-0-0 with Directors Meraz, Brunberg, Swenson, & Montes voting Aye. There were no Nays or Abstentions. Director Stickney was absent.

- d) Approval of Resolution 22-02-682, Resolution Directing Preparation of the Engineer's Report for the Kenneth Grove Landscaping and Lighting Assessment District of the Orangevale Recreation and Park District (pg. 64):

MOTION # 7

On a motion by Director Brunberg seconded by Director Swenson, the Resolution 22-02-682, Resolution Directing Preparation of the Engineer's Report for the Kenneth Grove Landscaping and Lighting Assessment District of the Orangevale Recreation and Park District, was approved by a vote of 4-0-0 with Directors Meraz, Brunberg, Swenson, & Montes voting Aye. There were no Nays or Abstentions. Director Stickney was absent.

- e) Approve the Agreement with ACCO Engineered Systems (the qualified low quote) for the Air Conditioning Unit Replacement on Building #1 of the New Property at Orangevale Community Center Park in the Amount of \$16,469.62 (pg 65-86):
 One of the AC units at Building #1 is inoperable and no longer worth repair or salvage. Since we use and rent this building, it is important to replace this unit. The project specification was conducted by staff, then shared and confirmed with Sourcewell. The project specifications include the removal of the existing unit, installation of a new unit with specified tonnage, furnish and install a new thermostat, and test the unit and system. Sourcewell bid the job to secure the lowest responsive bid, which was ACCO Engineered Systems. An ACCO Project Manager and a Sourcewell representative met staff onsite to review the job. Sourcewell/Gordian then submitted a detailed work order with scope of work to the District. The quoted cost for the project is \$16,469.62.

MOTION # 8

On a motion by Director Brunberg, seconded by Director Swenson, the Agreement with ACCO Engineered Systems (the qualified low quote) for the Air Conditioning Unit Replacement on Building #1 of the New Property at Orangevale Community Center Park in the Amount of \$16,469.62, was approved by a vote of 4-0-0 with Directors Meraz, Brunberg, Swenson, & Montes voting Aye. There were no Nays or Abstentions. Director Stickney was absent.

- f) Approve to Award the Phase 1 Concrete Pathway Repair Project at Orangevale Community Park to the Qualified Contractor with the Lowest Responsive Quote (pg. 87):

At the July 8, 2021, Board of Directors meeting, the Board approved that the sections of damaged concrete pathways at Orangevale Community Park be replaced with new concrete in affordable and manageable intervals over the next three fiscal years. Phase 1 includes a stretch of pathway immediately north of the pickleball/tennis courts on Hazel Ave. that begins near the Hazel Ave. sidewalk and runs directly east, ending near the disc golf putting area. This stretch is 102' long by 8' wide. This is the highest priority because of the amount of damaged concrete and potential tripping/safety concerns.

Staff has been seeking three quotes. We currently have two quotes and are expecting a third within a week. In an effort to begin this project in the coming weeks, we request that the Board approve the District Administrator to award this phase of the project to the qualified contractor with the lowest responsive quote, and to finalize contract documents.

MOTION # 9

On a motion by Director Swenson, seconded by Director Montes, the Phase 1 Concrete Pathway Repair Project at Orangevale Community Park to the Qualified Contractor with the Lowest

Responsive Quote, was approved by a vote of 4-0-0 with Directors Meraz, Brunberg, Swenson, & Montes voting Aye. There were no Nays or Abstentions. Director Stickney was absent.

- g) Approve to Award the Pool Pump Replacement Project at Orangevale Community Swimming Pool to the Qualified Contractor with the Lowest Responsive Quote (pg. 88):
As a result of a Planning Committee meeting (11/5/21) and two Board of Directors meetings (12/9/21 and 1/13/21), the Board of Directors decided on the scope of work for the swimming pool renovation projects to occur in 2022 and 2023. It was acknowledged that our current pool pump has been repaired multiple times and was near the end of its useful service life. With staff recommendations, the Board agreed to have staff manage the pump replacement process instead of including that in the larger scope of work to be managed by Aquatic Design Group.

MOTION # 10

On a motion by Director Brunberg, seconded by Director Montes, the Pool Pump Replacement Project at Orangevale Community Swimming Pool to the Qualified Contractor with the Lowest Responsive Quote and direction given to the District Administrator to prepare and finalize the contract documents to begin the project on the earliest available date, was approved by a vote of 4-0-0 with Directors Meraz, Brunberg, Swenson, & Montes voting Aye. There were no Nays or Abstentions. Director Stickney was absent.

- h) Approval of the agreement with All Events Management Group to hold the Bow Wow Days – A Peticular Event at Orangevale Community Park on September 24, 2022 (pg. 89-104):
This item will be addressed at the March 17 BOD meeting.
- i) Approval of the agreement with Terror In The Night Productions to hold the April Fools Psycho Circus attraction at Orangevale Community Center Park on March 25 thru April 2, 2022 (pg. 105-121): Frank Babcock has submitted a special event rental application to use the Property in-between the Community Center and the north buildings to build and host the April Fool's Psycho Circus Attraction. The event will run from March 25 - April 2, 2022. Setup would be March 4 - 24, 2022, and clean up runs from April 3 - 9, 2022. The company Terror in the Night Productions produces haunted attraction events in the Sacramento and Modesto Markets. The attractions are hand built with lumber and are open-air walk-through mazes. There are different themes inside the attractions that are designed to scare the paying customers. They use live costumed actors, makeup artists and themed audio throughout the attractions, theatrical lighting, fog machines and pneumatic props. The events will run from

7-11 p.m. on March 25 - April 2. They will be selling tickets for admission.

MOTION # 11

On a motion by Director Brunberg, seconded by Director Swenson, the agreement with Terror In The Night Productions to hold the April Fools Psycho Circus attraction at Orangevale Community Center Park on March 25 thru April 2, 2022 and authorize the District Administrator to execute the agreement, was approved by a vote of 4-0-0 with Directors Meraz, Brunberg, Swenson, & Montes voting Aye. There were no Nays or Abstentions. Director Stickney was absent.

- j) Approval of Resolution 22-02-683, Resolution Establishing a Schedule of Fees for Use of Park and Recreational Facilities, Programs, and Services (pg. 122-135): Admin Ross summarized the fee schedule as agreed to by committee and recommended to the Board of Directors. Staff is proposing modest fee increases that average about five percent effective upon approval as stated in the resolution and accompanying exhibit. In determining the increase in fees, staff considered the minimum wage increases for part time staff, supply costs and utility cost increases. In addition, staff surveyed Fulton-El Camino, Folsom, Roseville, Sunrise, Fair Oaks and the Orangevale Grange to insure rental fees were comparable and competitive with facilities of similar size and amenities.

On a motion by Director Brunberg, seconded by Director Swenson, the Resolution 22-02-683, Resolution Establishing a Schedule of Fees for Use of Park and Recreational Facilities, Programs, and Services, was approved by a vote of 4-0-0 with Directors Meraz, Brunberg, Swenson, & Montes voting Aye. There were no Nays or Abstentions. Director Stickney was absent.

MOTION # 12

- k) Consider Approving a Policy that Makes it Conditional that any Applicants for New Employment or Volunteer Positions with the District Must be Fully Vaccinated Against COVID-19 Before Being Hired and Beginning Work (pg 136-138): Admin Ross advised of two other agencies implementing a vaccination requirement for new hires. In the interest of the safety to employees, volunteers, and patrons within the community, he recommends that OVparks require Covid vaccination for all new hire employees ages 18 and up. This requirement makes sense from a health as well as a fiscal viewpoint. SB114 was just recently approved requiring employers to pay for Covid 19 related sick leave. The Board stated that they preferred the original written recommendation by Admin Ross, but did not feel the age should be limited to 18 and over.

MOTION # 13

On a motion by Director Brunberg, seconded by Director Meraz, the Policy that Makes it Conditional that any Applicants for New Employment or Volunteer Positions with the District, Must be Fully Vaccinated Against COVID-19 Before Being Hired and Beginning Work. Draft policy to be reviewed and approved by CAPRI legal counsel prior to implementation by the District, was approved by a vote of 4-0-0 with Directors Meraz, Brunberg, Swenson, & Montes voting Aye. There were no Nays or Abstentions. Director Stickney was absent.

- 1) Approve Board Director Assignments to Each of the Seven Standing Committees for Calendar Year 2022 (pg. 139-140): Board committees are up for reassignment each calendar year. Late into our Jan. 13 board meeting, the board felt agreeable to retain the committee assignments held from 2021. As Board Chairperson, Director Stickney has since requested the following committee changes:
1. Director Stickney would move to the Recreation Committee in place of Director Meraz
 2. Director Meraz would move to the Maintenance/Operations Committee in place of Director Stickney
 3. Director Stickney would move to the Government Committee in place of Director Brunberg
 4. Director Stickney would now have three committee assignments, and Director Brunberg would have two committee assignments
 5. The vice-chairs for the 2021 committees would move into the chair role for the 2022 committees.

MOTION # 14

On a motion by Director Montes, seconded by Director Swenson, the Board Director Assignments to Each of the Seven Standing Committees for Calendar Year 2022 was approved by a vote of 4-0-0 with Directors Stickney, Meraz, Brunberg, Swenson, & Montes voting Aye. There were no Nays or Abstentions. Director Stickney was absent

14. DIRECTOR AND STAFF COMMENTS

Admin Ross commended the staff for a great job handling ongoing business functions during the recent staff Covid cases and exposures that have affected staff at the District. In following the County guidance, the mask mandate will be lifted effective Wednesday, February 16. Fully vaccinated individuals may continue to, but are not required to, wear a mask. Unvaccinated individuals must continue to wear masks while indoors. The Covid Sick Leave Policy does apply to the District which has 26 or more employees on the payroll. The policy covers an employee's absence from work due to Covid, Covid vaccinations, quarantine due to close contact, or caring for a family member with Covid. Those that have previously utilized past Covid Relief will be able to utilize this Covid Relief also which takes place immediately. Employees who missed work due to Covid related reasons between January 1 and September 30 will be covered under

this policy. Those who used their regular sick leave prior to the implementation of the policy will have hours reimbursed. Admin Ross thanked the staff and the Board of Directors for all their support.

Park Supt. Oropeza thanked the Parks staff for their hard work to keep the parks in good shape and their extra efforts to disinfect all the playgrounds, benches, and drinking fountains.

Recreation Coordinator Roberts extended appreciation to the staff for supporting each other.

Director Meraz mentioned on his recent visit to Sundance Park that there was no trash in the park to pick up which was encouraging.

Director Montes congratulated the OVparks staff for their recent awards in the Best of Orangevale 2021.

Director Swenson appreciated all the hard work from the staff during the Covid pandemic.

15. ITEMS FOR NEXT AGENDA

- a) Funding Options
- b) Electric Vehicle Charging Stations
- c) Personnel Policies & Procedures Update
- d) Pool Repair Update

16. ADJOURNMENT

MOTION # 15

With no further business to discuss, the general meeting of the Board of Directors was adjourned at 7:50 p.m. On a motion by Director Brunberg, seconded by Director Montes, the adjournment was approved by a vote of 4-0-0 with Directors Swenson, Brunberg, Meraz, and Montes, voting Aye. There were no Nays or Abstentions. Director Stickney was absent.

Lisa Montes, Acting Chairperson

OVparks Receives \$250,009 in COVID Relief Funding

The Orangevale Recreation & Park District announced it has received \$250,009 in funding to help offset expenses and lost revenue the district experienced during the COVID-19 pandemic. This funding is much welcomed as OVparks is now planning repairs and upgrades to our community swimming pool as well as improvements to new parkland we acquired in 2019. The funding is made available from a \$100 million allocation provided by the State Legislature and Governor Gavin Newsom in the 2021-2022 State Budget.

In response to the news of this funding, OVparks District Administrator Barry Ross stated, "We estimate that the pandemic has cost our district nearly \$400,000. This relief funding goes a long way to help us bridge that gap. Like every other business and service agency, we look forward to the

day when COVID is no longer interfering with our service to the community. At this point we're extremely grateful to the State of California for this support. As parks and recreation professionals, one of our primary purposes is to bring people together through fun, social, healthy, and cultural activities such as sports, camps, classes, social gatherings, and special events. The COVID pandemic has greatly impeded our ability to provide these services in our traditional sense. We have provided scaled back programming in a safe and responsible way, but with budgetary consequences."

This funding arrives after special districts' across California experienced budget and staff cuts necessitated as a result of the COVID pandemic. Throughout 2020 and 2021, California's special districts provided essential services to their local communities, maintained a large portion of the state's critical infrastructure, and employed thousands of front-line

workers, but initially received none of the COVID relief funding available to cities and counties.

"Special districts are addressing our biggest statewide challenges, all at the local level," said Neil McCormick, CEO of the California Special Districts Association (CSDA). We applaud Governor Newsom and our Legislature for recognizing this and responding to our requests for partnership. Special districts make a difference throughout California and this funding will make a difference in the communities special districts serve."

More than 2,000 independent special districts across the state serve the needs of all 40 million Californians at some level, and more than 60 percent of these local agencies provide specialized services to a disadvantaged community.

Submitted by Barry Ross - Orangevale Recreation and Parks District Administrator

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Specialized In P



Monte Merrill



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API

8821 CENTRAL AVE

SHARE YOUR
SPOTLIGHT W
Send article & ph
editor@ov



Get MOVING with OVparks!



NEW! Pickleball 101

Ages: 18+ **Beginners:** M 3/7-3/28 8:00-9:30am or 10:00-11:30am

Ages: 18+ **Intermediate:** W 3/9-3/30 5:30-7:00pm

Fee: \$47 / \$50 NR



Social Dancing

Ages: 18+ M 3/7-3/28 Fee: \$42 / \$45 NR

West Coast Swing: 7:00-8:00pm East Coast Swing: 8:00-9:00pm

Zumba

Ages: 13+ M 3/7-3/28 6:00-7:00pm Fee: \$62 / \$65 NR

VolleyKats

Ages: 3-5 Th 3/10-4/7 3:00-3:45pm Fee: \$91 / \$94 NR

New! STEM & Play Volleyball

Ages: 7-12 F 3/11-4/8 3:45-5:15pm Fee: \$101 / \$104



New! All Sorts of Sports Saturday Clinics

Ages: 4-6 Sa 3/12-4/2 9:10-10:00am Fee: \$50 / \$53 NR

Ages: 7-11 Sa 3/12-4/2 10:15-11:45am Fee: \$60 / \$63 NR

Kids Day Out

Ages: 5-12 M 3/21 8:00am-5:00pm Fee: \$50 / \$53 NR

Must Register by 3/7



Complete Lifeguard Training

Ages: 15+ M-F 4/11-4/15 9:00am-5:00pm Fee: \$177 / \$182 NR

Training includes pool rescue skills and techniques including spinal management, distressed and submerged victims, and CPR for the Professional Rescuer.

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GENERAL FUND EXPENDITURES
FOR THE MONTH ENDING
FEBRUARY 28, 2022

CLAIM #	ACCOUNT #	VENDOR	DESCRIPTION	AMOUNT
1906724494	20202100	US BANK NATIONAL ASSOCIAT	BOOKS/PERIODICALS/SUBSCRIPTION	269.97
1906724881	20203900	ANDREW GROSS	EMPLOYEE TRANSPORTATION	1.76
1906724882	20203900	MEGAN BRENNAN	EMPLOYEE TRANSPORTATION	9.18
1906725013	20203900	ANNE-METTE VEILSTRUP	EMPLOYEE TRANSPORTATION	8.78
1906725015	20203900	SUSAN MYREN	EMPLOYEE TRANSPORTATION	61.54
1906729275	20203900	BARRY ROSS	EMPLOYEE TRANSPORTATION	29.25
				110.51
1906721436	20207600	BARRY ROSS OR JASON BAIN	OFFICE SUPPLIES	26.93
1906724494	20207600	US BANK NATIONAL ASSOCIAT	OFFICE SUPPLIES	555.05
1906724494	20207600	US BANK NATIONAL ASSOCIAT	TAX ACCRUAL	1.03
1906725045	20207600	BURKETT'S OFFICE SUPPLY IN	OFFICE SUPPLIES	456.07
				1,039.08
1906724837	20219700	AT&T	TELEPHONE SERVICES	23.35
1906724825	20219700	SPRINT P C S	TELEPHONE SERVICES	21.77
1906731068	20219700	AT&T	TELEPHONE SERVICES	20.58
1906732086	20219700	COMCAST	TELEPHONE SERVICES	619.91
1906732085	20219700	COMCAST	TELEPHONE SERVICES	344.12
				1,029.73
1906724871	20226200	JJR ENTERPRISES INC	OFFICE EQUIPMENT MAINTENANCE S	133.49
1906732135	20257100	XIPHOS CORPORATION	SECURITY SERVICES	296.00
1906732156	20259100	KENNETH BENEDICT	OTHER PROFESSIONAL SERVICES	200.00
1906729186	20259101	N3X MSP INC	IT SERVICES	580.00
1906729186	20281201	N3X MSP INC	PC HARDWARE	853.20
1906729186	20281202	N3X MSP INC	SOFTWARE	200.00
1906724494	20285100	US BANK NATIONAL ASSOCIAT	RECREATIONAL SERVICES	280.46
1906724879	20285100	ADRIAAN JANSEN VAN VUUREN	RECREATIONAL SERVICES	915.50
1906724872	20285100	CLINT LEMAY	RECREATIONAL SERVICES	162.50
1906724873	20285100	MKD ROLLINGWOOD LLC	RECREATIONAL SERVICES	525.00
1906724874	20285100	STEVEN MIRANDA	RECREATIONAL SERVICES	796.25
1906724876	20285100	MICHAEL ALMEDA	RECREATIONAL SERVICES	800.00
1906724878	20285100	ALISON LLOYD	RECREATIONAL SERVICES	132.00
1906730477	20285100	NICOLE BUZZUTO	RECREATIONAL SERVICES	400.00
1906729274	20285100	CAMERON FOWLER	RECREATIONAL SERVICES	800.00
1906729271	20285100	ALLGOOD DRIVING SCHOOL	RECREATIONAL SERVICES	24.65
1906731072	20285100	CHRISTIAN MARLER	RECREATIONAL SERVICES	400.00
1906731073	20285100	THOMAS MONTOYA	RECREATIONAL SERVICES	1,200.00
1906731074	20285100	SHANNON ODIEAR	RECREATIONAL SERVICES	400.00
1906731075	20285100	CHRISTOPHER KEMP	RECREATIONAL SERVICES	400.00
1906731078	20285100	STEPHANIE TADLOCK	RECREATIONAL SERVICES	48.60
1906732152	20285100	JESSIE WADKINS	RECREATIONAL SERVICES	400.00
1906736558	20285100	LUKE RAMEY	RECREATIONAL SERVICES	400.00
				8,084.96
1906721436	20285200	BARRY ROSS OR JASON BAIN	RECREATIONAL SUPPLIES	187.10
1906724494	20285200	US BANK NATIONAL ASSOCIAT	RECREATIONAL SUPPLIES	372.09
1906736527	20285200	BLACK DOG GRAPHICS INC	RECREATIONAL SUPPLIES	1,719.75
1906736532	20285200	BARRY ROSS OR JASON BAIN	RECREATIONAL SUPPLIES	74.04
1300800928	20285200	OV ROTARY FITNESS EQUIPMENT	RECREATIONAL SUPPLIES	-5,400.00
				-3,047.02

ORANGEVALE RECREATION AND PARK DISTRICT GENERAL FUND
BUDGET EXPENDITURE DETAIL
FISCAL YEAR 2021/2022
FEBRUARY 2022

Account Number	Expenditure Account	Budgeted 2021/2022	Current Expenditures	Expenditures to Date	Funds Available	% Left
1000	SALARIES & EMPLOYEE BENEFITS					
10111000	Salaries & Wages, Regular	830,000.00	64,054.00	564,548.00	265,452.00	32%
10112100	Salaries & Wages, Extra Help	403,000.00	14,628.04	239,001.13	163,998.87	41%
10112400	Salaries, Board members	12,000.00	600.00	4,400.00	7,600.00	63%
10121000	Retirement	260,000.00	20,192.12	177,643.76	82,356.24	32%
10122000	Social Security	85,000.00	6,008.55	61,380.82	23,619.18	28%
10123000	Group Insurance	248,000.00	21,028.68	159,340.50	88,659.50	36%
10124000	Worker's Comp. Ins	46,000.00		31,422.79	14,577.21	32%
10125000	Unemployment Insurance	20,000.00	1,057.28	7,868.43	12,131.57	61%
10128000	Health Care/Retirees	0.00		-	0.00	#DIV/0!
	<i>SUB-TOTAL</i>	1,904,000.00	127,568.67	1,245,605.43	658,394.57	35%
2000	SERVICES & SUPPLIES					
20200500	Advertise/Legal Notices	2,300.00		-	2,300.00	100%
20202100	Books/Periodicals/Subscrip	2,000.00	269.97	1,285.84	714.16	36%
20202900	Business/Conference Expense	4,500.00		1,820.00	2,680.00	60%
20203500	Education/Training Serv.	4,000.00		-	4,000.00	100%
20203600	Education /Training Supplies	500.00		-	500.00	100%
20203700	Tuition Reimbursement	500.00		-	500.00	100%
20203800	Employee Recognition	2,300.00		1,285.31	1,014.69	44%
20203802	Recognition Items	500.00		-	500.00	100%
20203803	Recognition Events	500.00		-	500.00	100%
20203900	Employee Transportation	2,700.00	110.51	1,138.67	1,561.33	58%
20205100	Liability Insurance	86,000.00		98,008.00	(12,008.00)	-14%
20205500	Rental Insurance	4,000.00		623.92	3,376.08	84%
20206100	Membership Dues	11,000.00		10,936.19	63.81	1%
20207600	Office Supplies	8,000.00	1,039.08	3,708.12	4,291.88	54%
20207602	Signs	500.00		-	500.00	100%
20207603	Keys	350.00		-	350.00	100%
20208100	Postal Services	7,500.00		2,247.87	5,252.13	70%
20208102	Stamps	2,500.00		818.00	1,682.00	67%
20208500	Printing Services	26,000.00		-	26,000.00	100%
20210300	Agricultural/Horticultural Service	500.00		-	500.00	100%
20210400	Agricultural/Horticultural Supply	1,000.00		-	1,000.00	100%
20211200	Building Maint. Supplies	500.00		-	500.00	100%
20212200	Chemicals	500.00		-	500.00	100%
20213100	Electrical Maint. Service	400.00		-	400.00	100%
20213200	Electrical Maint. Supplies	500.00		-	500.00	100%
20214100	Land Improv. Maint. Services	500.00		-	500.00	100%
20214200	Land Improv. Maint. Supplies	500.00		-	500.00	100%
20215100	Mechanical System Maint. Ser	500.00		-	500.00	100%
20215200	Mechanical System Maint. Sup	500.00		-	500.00	100%
20216200	Painting Supplies	500.00		-	500.00	100%
20216700	Plumbing Maint. Service	400.00		-	400.00	100%
20216800	Plumbing Maint. Supplies	500.00		-	500.00	100%
20218100	Irrigation Services	500.00		-	500.00	100%
20218200	Irrigation Supplies	500.00		-	500.00	100%

Account Number	Expenditure Account	Budgeted 2021/2022	Current Expenditures	Expenditures to Date	Funds Available	% Left
20218500	Permit Charges	3,000.00		-	3,000.00	100%
20219100	Electricity	500.00		-	500.00	100%
20219200	Natural Gas / LPG/ Fuel Oil	500.00		-	500.00	100%
20219300	Refuse Collection / Disposal Service	500.00		-	500.00	100%
20219500	Sewage Disposal Service	500.00		-	500.00	100%
20219700	Telephone Service	13,000.00	1,029.73	7,929.04	5,070.96	39%
20219800	Water	1,000.00		-	1,000.00	100%
20219900	Telephone System Maint.	500.00		-	500.00	100%
20220500	Automotive Maint. Service	500.00		-	500.00	100%
20220600	Automotive Maint. Supplies	500.00		-	500.00	100%
20221200	Construction Equip Maint Sup	500.00		-	500.00	100%
20222600	Expendable Tools	500.00		-	500.00	100%
20223600	Fuel & Lubricants	500.00		-	500.00	100%
20226100	Office Equip Maint Service	1,000.00		-	1,000.00	100%
20226200	Office Equip Maint Supplies	4,000.00	133.49	1,254.81	2,745.19	69%
20227500	Rents/Leases Equipment	500.00		-	500.00	100%
20228100	Shop Equip Maint Service	500.00		-	500.00	100%
20228200	Shop Equip Maint Supplies	500.00		-	500.00	100%
20229100	Other Equip Maint Service	500.00		-	500.00	100%
20229200	Other Equip Maint Supplies	500.00		-	500.00	100%
20231400	Clothing/Personal Supplies	2,000.00		927.19	1,072.81	54%
20232100	Custodial Services	1,000.00		-	1,000.00	100%
20232200	Custodial Supplies	1,000.00		-	1,000.00	100%
20244300	Medical Services	200.00		-	200.00	100%
20250500	Accounting Services	8,000.00		5,375.60	2,624.40	33%
20250700	Assessment/Collection Service	19,500.00		9,600.24	9,899.76	51%
20252500	Engineering Services	6,000.00		-	6,000.00	100%
20253100	Legal Services	20,000.00		-	20,000.00	100%
20256200	Transcribing Services	0.00		-	0.00	#DIV/0!
20257100	Security Services	5,000.00	296.00	1,167.50	3,832.50	77%
20259100	Other Professional Services	23,000.00	200.00	1,195.00	21,805.00	95%
20259101	Computer Consultants	8,300.00	580.00	3,410.00	4,890.00	59%
20281201	PC Hardware	8,000.00	853.20	853.20	7,146.80	89%
20281202	PC Software	8,000.00	200.00	1,850.00	6,150.00	77%
20281203	PC Supplies	2,000.00		-	2,000.00	100%
20281900	Elections	0.00		-	0.00	#DIV/0!
20285100	Recreational Services	170,000.00	8,568.96	95,140.74	74,859.26	44%
20285200	Recreational Supplies	37,000.00	(3,047.02)	27,144.25	9,855.75	27%
20289800	Other Operating Exp - Supplies	2,000.00	27.00	27.00	1,973.00	41%
20289900	Other Operating Exp - Services	2,000.00		-	2,000.00	100%
20291100	System Development Services	3,000.00		2,963.49	36.51	1%
20296200	GS Parking Charges	200.00	5.25	36.75	163.25	82%
	SUB-TOTAL	529,150.00	10,266.17	280,746.73	248,403.27	47%
3000	OTHER CHARGES					
30321000	Interest Expense	40,000.00		33,864.31	6,135.69	15%
30322000	Bond/Loan Redemption	112,000.00	429.93	114,200.02	(2,200.02)	-2%
30345000	Taxes/Licenses/Assess Trans	1,600.00		1,134.76	465.24	29%
	SUB-TOTAL	153,600.00	429.93	149,199.09	4,400.91	3%

Account Number	Expenditure Account	Budgeted 2021/2022	Current Expenditures	Expenditures to Date	Funds Available	% Left
4000	FIXED ASSETS					
41410100	Land	10,000.00		1,350.00	8,650.00	
42420200	Struc. & Improvements	80,000.00		-	80,000.00	100%
43430300	Vehicles/Equipment	30,000.00		-	30,000.00	100%
	SUB-TOTAL	120,000.00	-	1,350.00	118,650.00	99%
5000	INTERFUND CHARGES					
50557100	Fingerprinting Service	2,800.00	128.00	736.00	2,064.00	74%
	SUB-TOTAL	2,800.00	128.00	736.00	2,064.00	74%
79790100	<i>Contingency Appropriations</i>	0.00		-	0.00	0%
	<i>Deposit into Reserves</i>	0.00		-	0.00	0%
	GRAND TOTAL	2,709,550.00	138,392.77	1,677,637.25	1,031,912.75	38%

**ORANGEVALE RECREATION AND PARK DISTRICT GENERAL FUND
REVENUE STATEMENT
FISCAL YEAR 2021/2022
FEBRUARY 2022**

Account Number	Revenue Account	2021/2022 Budgeted Revenue	Realized This Period	Collection YTD Balance	YTD Uncollected Balance	% Collected
91910100	Prop. Taxes - Current Secured	1,473,077		837,221.50	635,855.50	56.83%
91910200	Prop. Taxes - Current Unsecured	54,400		52,286.97	2,113.03	96.12%
91910300	Supplemental Taxes Current	37,000		13,812.69	23,187.31	37.33%
91910400	Prop. Taxes Sec. Delinquent	12,605		10,831.80	1,773.20	85.93%
91910500	Prop. Taxes Supp. Delinq.	1,945		1,939.90	5.10	99.74%
91910600	Unitary Current Secured	14,246		7,374.24	6,871.76	51.76%
91910800	Prior Year Supple-Delinq	-		0.00	0.00	
91910900	Education Rev. Augment. Fund	-		0.00	0.00	
91911000	Prop. Tax - Sec. Delinq. Roll	-		0.00	0.00	
91912000	Prop. Tax - Sec. Redemption	109		0.00	109.00	
91913000	Prop. Tax Prior - Unsecured	1,105		553.56	551.44	50.10%
91914000	Penalty Costs - Prop. Tax	349		244.89	104.11	70.17%
91919900	Taxes - Other	-		0.00	0.00	
	<i>SUB-TOTAL TAXES 9100</i>	<i>1,594,836</i>	<i>0.00</i>	<i>924,265.55</i>	<i>670,570.45</i>	<i>57.95%</i>
94941000	Interest Income	14,000		1,612.00	12,388.00	11.51%
94942900	Building Rental Other	70,000	12,567.64	95,650.68	-25,650.68	136.64%
94943900	Cell Tower Leases	48,500	7,916.34	31,472.22	17,027.78	64.89%
94944800	Rec. Concessions Final 9	21,000	5,384.90	17,057.60	3,942.40	81.23%
94945900	Other Vending Devices	-		0.00	0.00	
94949000	Concessions - Other	-		0.00	0.00	
95952200	Homeowner Prop. Tax Relief	15,000		6,428.20	8,571.80	42.85%
95952900	In-Lieu Taxes	-		36,390.33	-36,390.33	
95959504	Fiscal Relief for Independent Special Distri	-		250,009.00	-250,009.00	
95956900	State Aid - Other Misc. Programs	-		0.00	0.00	
96963313	Miscellaneous Fees	1,000	988.44	1,792.17	-792.17	179.22%
96964600	Recreation Service Charges	450,000	33,519.61	263,653.35	186,346.65	58.59%
96969700	Security Services	2,000		352.00	1,648.00	17.60%
96969903	Sponsorships/Scholarships	-		0.00	0.00	
97973000	Donations & Contributions	1,700	100.00	2,951.00	-1,251.00	173.59%
97973200	Recreation Contributions	-		0.00	0.00	
97973300	Orangevale Clubs	-		0.00	0.00	
97974000	Insurance Proceeds	1,600		532.00	1,068.00	33.25%
97979000	Revenue - Other	1,700		278.60	1,421.40	16.39%
	<i>SUB-TOTAL OTHER MISC. INCOME</i>	<i>626,500</i>	<i>60,476.93</i>	<i>708,179.15</i>	<i>-81,679.15</i>	<i>113.04%</i>
	<i>TOTAL BUDGET AMOUNT</i>	<i>2,221,336</i>	<i>60,476.93</i>	<i>1,632,444.70</i>	<i>588,891.30</i>	<i>73.49%</i>

OLLAD EXPENDITURES
FOR THE MONTH ENDING
FEBRUARY 28, 2022

CLAIM #	ACCOUNT #	VENDOR	DESCRIPTION	AMOUNT
1906732125	20210300	NORTHERN CALIFORNIA INALL	AGRICULTURE/HORTICULTURE SERVICE	412.50
1906728755	20211200	AMERICAN RIVER ACE HARDWA	BUILDING MAINTENANCE SUPPLIES/MA	140.78
1300800928	20214100	RESIDENT REIMB TREE TRIM SHARE	LAND IMPROVEMENT MAINT SERVICE	-700.00
1906729116	20214200	SITEONE LANDSCAPE SUPPLY	LAND IMPROVEMENT MAINTENANCE SI	215.44
1906729269	20214200	VARSITY BRANDS HOLDING CO	LAND IMPROVEMENT MAINTENANCE SI	323.52
1906728755	20214200	AMERICAN RIVER ACE HARDWA	LAND IMPROVEMENT MAINTENANCE SI	261.49
				800.45
1906729111	20215100	GOLDEN AIRE INC	MECHANICAL SYSTEMS MAINTENANCE	683.40
1906728755	20216200	AMERICAN RIVER ACE HARDWA	PAINTING SUPPLIES	190.40
1906724494	20216800	US BANK NATIONAL ASSOCIAT	PLUMBING MAINTENANCE SUPPLIES	337.50
1906729116	20218200	SITEONE LANDSCAPE SUPPLY	IRRIGATION SUPPLIES	1,032.40
1906724838	20219100	SMUD	ELECTRICITY	4,456.35
1906728243	20219200	PACIFIC GAS AND ELECTRIC	NATURAL GAS/LPG/FUEL OIL	2,438.83
1906724828	20219300	ALLIED WASTE SERVICES OF	REFUSE COLLECTION/DISPOSAL SERV	1,633.31
1906724833	20219500	COUNTY OF SACRAMENTO	SEWAGE DISPOSAL SERVICES	841.93
1906724841	20219500	UNITED SITE SERVICES OF C	SEWAGE DISPOSAL SERVICES	378.50
				1,220.43
1906724494	20219800	US BANK NATIONAL ASSOCIAT	WATER	4.74
1906731069	20219800	SAN JUAN WATER DISTRICT	WATER	136.03
1906731070	20219800	SAN JUAN WATER DISTRICT	WATER	136.95
1906732120	20219800	ORANGEVALE WATER COMPANY	WATER	2,060.64
1906736539	20219800	ORANGEVALE WATER COMPANY	WATER	1,080.00
				3,418.36
1906724494	20220500	US BANK NATIONAL ASSOCIAT	AUTO MAINTENANCE SERVICES	1,133.98
1906729113	20220600	GENERAL PARTS DISTRIBUTIO	AUTO MAINTENANCE SUPPLIES	770.76
1906728755	20220600	AMERICAN RIVER ACE HARDWA	AUTO MAINTENANCE SUPPLIES	58.18
				828.94
1906724494	20228200	US BANK NATIONAL ASSOCIAT	SHOP EQUIPMENT MAINTENANCE SUP	151.54
1906729113	20228200	GENERAL PARTS DISTRIBUTIO	SHOP EQUIPMENT MAINTENANCE SUP	86.17
1906736525	20228200	GORDON COOK	SHOP EQUIPMENT MAINTENANCE SUP	57.10
1906736524	20228200	GORDON COOK	SHOP EQUIPMENT MAINTENANCE SUP	17.22
				312.03
1906724842	20231400	UNIFIRST CORPORATION	CLOTHING/PERSONAL SUPPLIES	142.76
1906736510	20231400	BLACK DOG GRAPHICS INC	CLOTHING/PERSONAL SUPPLIES	484.35
				627.11
1906724842	20232200	UNIFIRST CORPORATION	CUSTODIAL SUPPLIES	84.12
1906728755	20232200	AMERICAN RIVER ACE HARDWA	CUSTODIAL SUPPLIES	105.54
				189.66
1906729109	20252500	SCI CONSULTING GROUP	ENGINEERING SERVICES	4,625.00

ORANGEVALE RECREATION AND PARK DISTRICT - OLLAD ASSESSMENT
BUDGET EXPENDITURE DETAIL
FISCAL YEAR 2021/2022
FEBRUARY 2022

Account Number	Expenditure Account	Budgeted 2021/2022	Current Expenditures	Expenditures to Date	Funds Available	% Left
2000	SERVICES & SUPPLIES					
20203500	Education/Training Service	3,000.00		1,075.08	1,924.92	64%
20206100	Membership Dues	1,000.00		-	1,000.00	100%
20207600	Office Supplies	500.00		-	500.00	100%
20207602	Signs	1,000.00		-	1,000.00	100%
20207603	Keys	1,500.00		23.69	1,476.31	98%
20210300	Agricultural/Horticultural Service	12,000.00	412.50	2,954.67	9,045.33	75%
20210400	Agricultural/Horticultural Supply	13,000.00		-	13,000.00	100%
20211200	Building Maint. Supplies	9,000.00	140.78	2,968.08	6,031.92	67%
20212200	Chemicals	38,000.00		20,889.40	17,110.60	45%
20213100	Electrical Maint. Service	6,000.00		-	6,000.00	100%
20213200	Electrical Maint. Supplies	2,000.00		356.57	1,643.43	82%
20214100	Land Improv. Maint. Service	48,000.00	(700.00)	18,819.18	29,180.82	61%
20214200	Land Improv. Maint. Supplies	35,000.00	800.45	20,477.26	14,522.74	41%
20215100	Mechanical System Maint. Ser	9,500.00	683.40	4,287.29	5,212.71	55%
20215200	Mechanical System Maint. Sup	3,000.00		815.74	2,184.26	73%
20216200	Painting Supplies	1,500.00	190.40	386.34	1,113.66	74%
20216700	Plumbing Maint. Service	1,000.00		155.49	844.51	84%
20216800	Plumbing Maint. Supplies	3,500.00	337.50	1,636.06	1,863.94	53%
20218100	Irrigation Service	2,000.00		-	2,000.00	100%
20218200	Irrigation Supplies	16,000.00	1,032.40	6,509.94	9,490.06	59%
20218500	Permit Charges	3,500.00		1,604.00	1,896.00	54%
20219100	Electricity	82,000.00	4,456.35	44,021.10	37,978.90	46%
20219200	Natural Gas / LPG/ Fuel Oil	28,000.00	2,438.83	6,641.15	21,358.85	76%
20219300	Refuse Collection / Disposal Service	24,000.00	1,633.31	11,661.93	12,338.07	51%
20219500	Sewage Disposal Service	13,500.00	1,220.43	8,699.31	4,800.69	36%
20219700	Telephone System	2,000.00		-	2,000.00	100%
20219800	Water	58,000.00	3,418.36	37,961.57	20,038.43	35%
20219900	Telephone System Maintenance	2,000.00		1,332.00	668.00	33%
20220500	Auto Maintenance Service	5,000.00	1,133.98	3,384.63	1,615.37	32%
20220600	Auto Maintenance Supplies	5,500.00	828.94	2,685.00	2,815.00	51%
20221200	Construction Equip. Maint. Sup.	500.00		-	500.00	100%
20222600	Expendable Tools	3,500.00		594.78	2,905.22	83%
20223600	Fuel & Lubricants	17,000.00		11,011.58	5,988.42	35%
20227500	Rent/Lease Equipment	5,000.00		401.51	4,598.49	92%
20228100	Shop Equip. Maint. Service	1,500.00		578.50	921.50	61%
20228200	Shop Equip. Maint. Supplies	8,000.00	312.03	2,653.53	5,346.47	67%
20229100	Other Equip. Maint. Service	2,000.00		471.91	1,528.09	76%
20229200	Other Equip. Maint. Supplies	3,500.00		1,923.62	1,576.38	45%
20231400	Clothing/Personal Supplies	3,500.00	627.11	2,103.07	1,396.93	40%
20232100	Custodial Service	0.00		-	0.00	#DIV/0!
20232200	Custodial Supplies	20,000.00	189.66	8,863.05	11,136.95	56%
20250500	Accounting Services	3,000.00		2,954.80	45.20	2%
20252500	Engineering Services	15,000.00	4,625.00	15,076.74	(76.74)	-1%
20253100	Legal Services	10,000.00		540.00	9,460.00	95%
20257100	Security Services	23,000.00	2,225.00	13,955.00	9,045.00	39%

Account Number	Expenditure Account	Budgeted 2021/2022	Current Expenditures	Expenditures to Date	Funds Available	% Left
20259100	Other Professional Services	38,000.00	255.00	13,695.95	24,304.05	64%
20289800	Other Operating Expenses Sup.	3,000.00		-	3,000.00	100%
	SUB-TOTAL	586,500.00	26,261.43	274,169.52	312,330.48	53%
3000	OTHER CHARGES					
30321000	Interest Expense	0.00		-	0.00	0%
30322000	Bond/Loan Redemption	0.00		-	0.00	0%
30345000	Taxes/Licenses/Assess Trans	1,300.00		-	1,300.00	100%
	SUB-TOTAL	1,300.00	-	-	1,300.00	100%
4000	FIXED ASSETS					
42420200	Struc. & Improvements	227,438.00		-	227,438.00	100%
43430300	Equipment	0.00		-	0.00	#DIV/0!
	SUB-TOTAL	227,438.00	-	-	227,438.00	100%
	GRAND TOTAL	815,238.00	26,261.43	274,169.52	541,068.48	66%

ORANGEVALE RECREATION AND PARK DISTRICT - KENENTH GROVE ASSESSMENT
BUDGET EXPENDITURE DETAIL
FISCAL YEAR 2021/2022
FEBRUARY 2022

Account Number	Expenditure Account	Budgeted 2021/2022	Current Expenditures	Expenditures to Date	Funds Available	% Left	Expenditures to Date
2000	SERVICES & SUPPLIES						
20200500	Advertise/Legal Notices	500.00		-	500.00	100%	-
20207600	Office Supplies	100.00		-	100.00	100%	-
20207602	Signs	48.00		-	48.00	100%	-
20210300	Agricultural/Horticultural Service	500.00		-	500.00	100%	-
20219800	Water	800.00	41.60	419.96	380.04	48%	378.36
20223600	Fuel & Lubricants	766.00		766.00	0.00	0%	766.00
20250500	Accounting Services	600.00		569.60	30.40	5%	569.60
20252500	Engineering Services	1,000.00		1,000.00	0.00	0%	1,000.00
20253100	Legal Services	100.00		-	100.00	100%	-
20256200	Transcribing Services	0.00		-	0.00	#DIV/0!	-
20259100	Other Professional Services	500.00		-	500.00	100%	-
20289900	Other Operating Exp - Services	300.00		-	300.00	100%	-
20291500	COMPASS Costs	300.00		-	300.00	100%	-
20296200	GS Parking Charges	0.00		-	0.00	#DIV/0!	-
	SUB-TOTAL	5,514.00	41.60	2,755.56	2,758.44	50%	2,713.96
							-
4000	FIXED ASSETS						-
							-
42420200	Struc. & Improvements	0.00		-	0.00	0%	-
	SUB-TOTAL	0.00	-	-	0.00	0%	-
							-
	GRAND TOTAL	5,514.00	41.60	2,755.56	2,758.44	50%	

STAFF REPORT



DATE: 3-17-22

TO: Board of Directors

FROM: Barry Ross, District Administrator

SUBJECT: **MONTHLY ACTIVITY REPORT – FEBRUARY 2021**

ADMINISTRATION

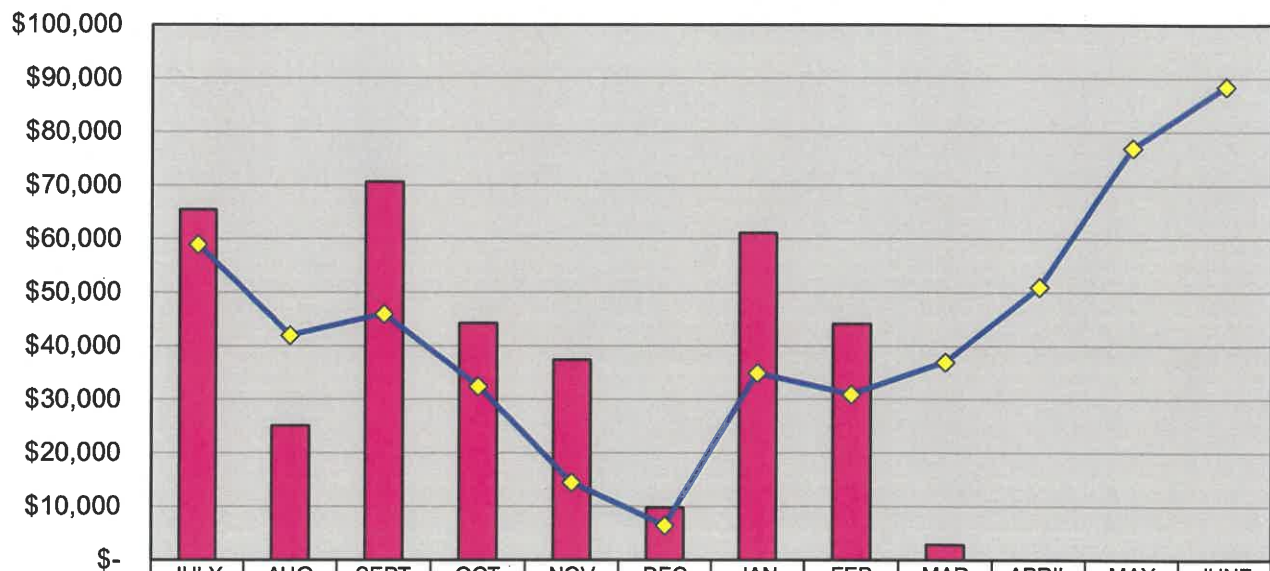
- On February 7 there was a meeting at Orangevale Community Park to plan the outdoor fitness equipment area. Admin Ross, Superintendent Oropeza, Supervisor Bain, and Foreman Fuhlrodt met with Steve Blair from the Rotary Club of Orangevale. We marked off the area for the concrete pad, set a timeline for the different stages, discussed the processes and equipment needed, and planned on the coordination of staff and volunteers. The fitness equipment is scheduled to be installed and open to the public between April 1 and April 30.
- On February 9, Admin Ross served as a panelist for a CPRS District 2 session titled "Current Leaders, Future Leaders." This session was held in Cameron Park from 11am – 1pm.
- On February 11 Admin Ross, Supervisor Bain, and Coordinator Roberts met with Lisa Montes of All Events Management Group to discuss an event called Summer Palooza. This event would be similar to the old Pow Wow Days but with new and fresh branding. The Butler Amusements contacted Mrs. Montes about available dates. Mrs. Montes scheduled this meeting to determine if Orangevale Community Park was available, and if OVparks was interested in bringing this event to the park. The dates for the event would be June 17-19. Staff determined that the park is available, and staff would be interested in the event and with running the kids zone as we have in past years. This special event will be brought to the OVparks Board of Directors with a recommendation for approval on March 17.

RECREATION

February	Enrollment	Attendance	Gross Revenue
Active Adults			
Best Friends Bash		29	
Bridge	42		\$ 84.00
Mid-Day Movie		4	
Pinochle	18		\$ 18.00
Active Adults Sub Total	60	33	\$ 102.00
Day Camps			
Adventure Crew - Medieval Times	15		\$ 2,065.00
Day Camps Sub Total	15		\$ 2,065.00
Classes			
Aikido - Teen/Adult	9		\$ 1,575.00
Aikido - Youth	7		\$ 520.00
Basic Horsemanship	11		\$ 1,600.00
Basketball - Middle School Girls	82		\$ 10,125.00
Basketball - Top Notch Basketball Camp	12		\$ 1,200.00
Chen Tai-Chi	12		\$ 600.00
Drivers Education	2		\$ 58.00
Gymnastics - Parent Participation	2		\$ 336.00
Karate - Preschool	4		\$ 760.00
Karate - Shotokan Grange Hall	4		\$ 860.00
Kids Bootcamp	8		\$ 1,000.00
Kids Night Out	21		\$ 483.00
Ovparks Volunteer Team		11	
Pediatric CPR & First Aid	3		\$ 240.00
Pilates Reformer	7		\$ 560.00
Social Dancing - Cha Cha	7		\$ 190.00
Social Dancing - Salsa	13		\$ 370.00
Tennis Adult - Beginning	5		\$ 400.00
Tennis Youth Beginning	12		\$ 1,157.00
Turns n Tumble Baby Ballet	4		\$ 132.00
Turns n Tumble Pre Ballet	9		\$ 297.00
Twinkle Toes / Jazz & Dance Intro	4		\$ 308.00
Ukulele	11		\$ 11.00
Women's Total Workout	1		\$ 80.00
Classes Sub Total	250	0	\$ 22,862.00
Trips			
Collette Trips		13	
Trips Sub Total	0	13	\$ -
GRAND TOTAL	325	46	\$ 25,029.00

February Gross Revenue Recap – February OTC (over-the-counter) revenue for combined recreation and facility rentals ended at \$44,116 which is \$13,117 above the projected amount. February recreation revenue came in at \$33,520 which is \$8,520 above the projected amount. The February facility revenue amount is \$10,597 which is \$4,597 above the projected amount. *Please note the revenue referenced here includes prepayments for future programs while the revenue figures listed in the chart above represent revenue attributed to programs occurring in February.*

2021-22 ORPD Recreation & Facility Revenue Net vs projected - Monthly View



Net Revenue	\$65,478	\$25,087	\$70,637	\$44,207	\$37,361	\$9,744	\$61,116	\$44,116	\$2,837	\$-	\$-	\$-
Projected Revenue	\$59,000	\$42,000	\$46,000	\$32,500	\$14,500	\$6,500	\$35,000	\$31,000	\$37,000	\$51,000	\$77,000	\$88,500

PARKS

Park Infrastructure

All Parks

- Staff continues to do monthly playground inspections and makes repairs on site as needed.
- Staff continues to conduct pool maintenance.
- 19 bollards were replaced at Almond Park and Pecan Park. Several were in concrete mow strips.
- Staff removed graffiti from Community Park (Oak/Filbert and Horse Arena), Pecan, Norma Hamlin, and Sundance Park.
- Staff sanitized and pressure washed all playgrounds, concrete benches, and picnic areas.
- All entrance gates were painted and hinges greased.

Mechanics

- Staff continues to do basic maintenance to small engine equipment.
- Staff replaced the throttle cable and the bladed pulley on the edger.
- Staff repaired the taillights on 1996 Chevy 3500.

Park Irrigation

- All irrigation is back on.
- Perform irrigation system checks in all parks.
- Staff repaired two broken laterals at Pasteur and Horse Arena parks.
- Staff replaced 18 Broken sprinklers.
- Staff repaired the irrigation line at Kenneth Grove in three different areas.
- Staff replaced the irrigation clock at Kenneth Grove. A new Wi-Fi Hunter clock was installed.
- The backflow at Oak/Filbert was repaired. It did not pass the yearly testing and staff replaced one of the check valves.

Park Grounds

- Staff continues ongoing maintenance at all parks (restrooms, trash, mowing, edging, & blowing).
- Staff mulched leaves in all parks of the district.
- A large tree and 2 large branches were removed by staff from Disk Golf near holes #4 and #16.

Fulton-El Camino Park District Police Department
Monthly activity report for: Orangevale Recreation and Park District
Reporting Period: 2022-02-01 to 2022-02-28

Almond Park

No issues to report.

Norma Hamlin Park

No issues to report.

Off Property

No issues to report.

OV Community Center

No issues to report.

OV Community Park

No issues to report.

OV Community Park (Disc Golf)

Parking Citation: 2/6/22 15:46 Violation – 4000(a) No Current Registration

Parking Citation: 2/6/22 15:53 Violation – 4000(a) No Current Registration

Palisades Park

No issues to report.

Pecan Park

No issues to report.

Sundance Nature Area

No issues to report.

Youth Center Park

No issues to report.

Best Friends Bash



Outdoor Fitness Court Area at Community Park



Almond Park Playground with New Safe Fall Material



STAFF REPORT



DATE: 03-17-22

TO: Board of Directors

FROM: Barry Ross, District Administrator

SUBJECT: RETROACTIVELY APPROVE THE AGREEMENT WITH EXCLUSIVE EXTERIORS FOR REMOVING AND REPLACING A 102' X 8' STRETCH OF CONCRETE PATHWAY AT ORANGEVALE COMMUNITY PARK IN THE AMOUNT OF \$13,375.

RECOMMENDATION

Retroactively approve the agreement with Exclusive Exteriors for removing and replacing a 102' x 8' stretch of concrete pathway at Orangevale Community Park in the amount of \$13,375.

BACKGROUND

At the July 8, 2021, Board of Directors meeting, the Board approved that the sections of damaged concrete pathways at Orangevale Community Park be replaced with new concrete in affordable and manageable intervals over the next three fiscal years. Phase 1 includes a stretch of pathway immediately north of the pickleball/tennis courts on Hazel Ave. that begins near the Hazel Ave. sidewalk and runs directly east, ending near the disc golf putting area. This stretch is 102' long by 8' wide. This is the highest priority because of the amount of damaged concrete and potential tripping/safety concerns.

At the February 10, 2022, Board of Directors meeting, the Board approved staff to award the project to the contractor with the lowest responsive quote. At the time we had two quotes and were expecting a third. The third contractor did not submit his quote. Staff selected the lowest of the two responsive quotes:

- Exclusive Exteriors: \$13,375
- Nor-Cal Asphalt: \$21,169

MOTION TO CONSIDER

I move we retroactively approve the agreement with Exclusive Exteriors for removing and replacing a 102' x 8' stretch of concrete pathway at Orangevale Community Park in the amount of \$13,375.

AGREEMENT

This Agreement is made and entered into this 3rd day of March 2022, between Owner, ORANGEVALE RECREATION AND PARK DISTRICT, a political subdivision of the State of California, hereinafter referred to as the "District" and EXCLUSIVE EXTERIORS, hereinafter referred to as "Contractor". Contractor will conduct, on behalf of the District, a project consisting of replacing a 102' x 8' strip of damaged concrete pathway to the north of the Pickleball/Tennis courts in Orangevale Community Park (the "Project"). The Project is located on the Hazel Ave. side of Orangevale Community Park, 7208 Hazel Avenue, Orangevale, California.

RECITALS

WHEREAS, the Board of Directors of District have adopted the Uniform Public Construction Cost Accounting Act, Public Contract Code Section 22000, et seq., (the "Act") which allows the District to complete projects by negotiated contract, by purchase order, or be the employees of the District by force account for projects up to Sixty Thousand Dollars (\$60,000.00); and

WHEREAS, the District determined that the cost of the Project would be under Sixty Thousand Dollars (\$60,000.00); and

WHEREAS, Contractor, has submitted an informal bid for the performance of the work; and

NOW THEREFORE, in consideration of the promises contained herein, it is mutually agreed between the parties hereto as follows:

CONTRACT DOCUMENTS

1. The following documents are by this reference incorporated into, made a part of this Agreement, and collectively referred to herein as the "Contract Documents": The construction proposal of Contractor and required insurance certificates.

It is understood and agreed that all said Contract Documents are intended to cooperate so that any work called for in one document and not mentioned in the other, or vice-versa, is to be executed the same as if mentioned in all Contract Documents, so that the true meaning of all documents when taken together shall control the work pursuant to this Agreement. In the event of ambiguity or conflict in the provisions of the Contract Documents, the terms of this Agreement shall take precedence over all other Contract Documents.

If Contractor should perceive an error, omission, or conflict in the Contract Documents, it will promptly notify the District representative in writing. The District representative will promptly resolve conflicts, errors and omissions by written instructions, which Contractor will promptly follow. If Contractor proceeds with work based on error, omission or conflict in the Contract Documents, without instructions from the District, it will be at the risk and expense of Contractor.

SCOPE OF WORK

2. Contractor hereby agrees to furnish all labor, materials, equipment, appliances, mechanical workmanship, transportation, communication, scaffolding, hoisting, supervision, and coordination to complete in a workman-like manner, the following work:

- A) Remove the existing 102' x 8' stretch of damaged concrete pathway to the north of the Pickleball/Tennis courts at Orangevale Community Park that begins at bollards near the Hazel Ave. sidewalk and extends east as far as the light pole near the northeast corner of the tennis court.
- B) Construct a new concrete pathway to replace the one that was removed.
- C) 6-sack concrete, 1" minus concrete mix (4" thickness with 5" edges), ½" rebar on 24" centers.
- D) All labor and materials included for the demolition and disposal of the existing concrete sidewalks to be replaced, installation of a compacted AB base and rebar reinforcement.

INVESTIGATION BY CONTRACTOR

3. Contractor has thoroughly investigated the job sites. The contract price includes all work, in compliance with all applicable building codes, laws and regulations.

COMPLETION

4. Contractor shall be required to begin work twenty-one (21) calendar days after written notification to that effect by the District, and to complete work in accordance with the Contract Documents to the satisfaction of the District within thirty (30) calendar days from said written notice.

PAYMENT

5. The District agrees, in consideration of the work to be performed herein and subject to the terms and conditions hereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of Contractor's bid and proposal and this Agreement, to wit: \$13,375. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

No payment will be made until defective work and materials have been removed, replaced and made good in accordance with the Contract Documents. In any event, payment made shall not be construed to be an acceptance of defective work or improper materials, and Contractor shall be required to remove, replace and/or repair any defective work and materials at its own expense.

Contractor shall provide to the District an Unconditional Waiver and Release for every subcontractor and/or entity providing materials and supplies on the job prior to release of final payment. The Unconditional Waiver and Release shall be in the form attached as Exhibit A to this Agreement. Thirty-five (35) calendar days from and after the issuance of the Notice of Completion, the balance of the contract price remaining unpaid will be paid to Contractor under certificate issued by the District, provided there are no mechanic's liens of record or stop notices in effect at that time, or defective work to be repaired.

If at any time during the progress of the work or before the final payment is made,

any stop notice or other lien or claim of lien is filed, or notification to withhold money for labor or material furnished by Contractor under this Agreement is served on the District, the District shall have the right to withhold from any monies due Contractor, an amount sufficient to discharge any or all such liens or claims. Releases or receipted vouchers in settlement of these liens or claims satisfactory to the District must be furnished to the District by Contractor before the withheld money will be paid to Contractor. If Contractor has not settled the stop notice, liens or claims within a reasonable time, not to exceed thirty (30) days from and after such stop notice, lien or claim is made, the District shall have the right to make a claim on Contractor's bond for payment of such stop notices, liens or claims. The District shall also have the right, but shall not be obliged, to discharge any or all such stop notices, liens or claims out of money withheld from Contractor. The District reserves the right to make payments to Contractor in the form of checks payable jointly to Contractor and to any of its subcontractors or suppliers that have asserted a stop notice or claim of mechanic's lien against the District. Any monies held in retention or otherwise by the District shall not be considered monies due and owing to Contractor until final payment is made pursuant to this Section 5, and all amounts have been deducted for any and all damages assessed pursuant to the provisions of this Agreement and/or monies expended by the District to complete the work as set forth in and contemplated by the Contract Documents.

PREVAILING WAGES

6. Pursuant to the provisions of Section 1774, et seq. of the Labor Code of the State of California, it shall be mandatory for Contractor, and any subcontractor working under Contractor, to pay all workers, laborers and mechanics employed in the execution of this work not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work or any part of the work contemplated by this Agreement. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection at the office of the District.

Pursuant to Labor Code Section 1775, Contractor shall forfeit, as penalty to the District, an amount of not more than Fifty Dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for any work done pursuant to this Agreement by Contractor or any subcontractor working under Contractor. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, the previous record of the Contractor in meeting his or her prevailing wage obligations, or Contractor's willful failure to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor had knowledge of his or her obligations under the Labor Code. In addition to said penalty, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

Contractor shall post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.

Contractor and each subcontractor under Contractor shall keep an accurate payroll record showing name, address, social security number, work classification, straight-time and overtime hours worked each day and week, and the actual per diem wages paid to each person certified in a trade or a craft, for each apprentice, worker, or other employee of Contractor or subcontractor performing a part of the work contemplated by this Agreement. Contractor shall provide or make available for inspection, a certified copy of such payroll records as specified in Section 1776 of the Labor Code of the State of California. Attention is directed to Section 1777.5 of the Labor Code of the State of California concerning the employment of apprentices, and Contractor is required to comply with the provisions of that section.

EIGHT HOUR DAY LIMITATION

7. Contractor agrees that eight (8) hours labor shall constitute a day's work, and no worker, in the employ of the Contractor, or any subcontractor, doing or contracting to do any part of the work under this Agreement, shall be required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week; provided that subject to California Labor Code Section 1815, a worker may perform work in excess of eight (8) hours per day or forty (40) hours per week at not less than one and one-half times the basic rate of pay.

Except as provided above for overtime, Contractor shall forfeit as a penalty to District the sum of Twenty-Five Dollars (\$25.00) for each worker employed in the execution of this Agreement by Contractor or by any subcontractor under it for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any one calendar week in violation of California Labor Code Sections 1810 through 1815.

INSURANCE

8. Contractor shall carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability insurance and workers' compensation insurance as specified below:

A. Public Liability, Property Damage and Contractual Liability Insurance. Contractor shall furnish public liability and property damage insurance which includes, but is not limited to, personal injury, property damage, losses relating to independent contractors, products and equipment, explosion, collapse and underground hazards in a minimum amount of not less than a combined single limit of One Million Dollars (\$1,000,000.00) for one or more persons injured and property damaged in each occurrence.

The public liability and property damage insurance furnished by Contractor shall also name the District as an additional insured and shall directly protect, as well as provide the defense for the District, its officers, agents and employees, as well as Contractor, all subcontractors and suppliers, if any, from all suits, actions, damages, losses or claims of every type and description to which they may be subjected by reason of, or resulting from Contractor's operations in the performance of the work pursuant to this Agreement, and all insurance policies shall so state. Said insurance shall also specifically cover the contractual liability of Contractor. Said insurance shall also specify that it acts as primary insurance.

If Contractor fails to maintain such insurance, the District may take out insurance to cover damages of the above-mentioned classes for which the District might be held liable on account of Contractor failing to pay such damages, and deduct and retain the amount of the premiums for such insurance from any sums due Contractor under this Agreement. Failure of the District to obtain such insurance shall in no way relieve Contractor from any of its responsibilities to acquire insurance under this Agreement.

B. Workers' Compensation Insurance. Contractor shall be permissibly self-insured or shall carry full workers' compensation insurance coverage for all persons employed, either directly or through subcontractors, in carrying out the work contemplated by this Agreement, in accordance with the Workers' Compensation Act contained in the Labor Code of the State of California.

If Contractor fails to maintain such insurance, the District may take out insurance to cover any compensation which the District might be liable to pay under the provisions of the Workers' Compensation Act by reason of an employee of Contractor being injured or killed while engaged in the course and scope of his employment. The District may deduct and retain the amount of the premiums for such insurance from any sums due Contractor under this Agreement. Failure of the District to obtain such insurance shall in no way relieve Contractor from any of his responsibilities to obtain such insurance pursuant to this Agreement.

By execution of this Agreement, Contractor certifies as follows:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, I will comply with such provisions before commencing the performance of the work of this contract.

As part of the execution of this Agreement, Contractor agrees to furnish to the District a certified copy of the insurance policies it has taken out for public liability, property damage and workers' compensation insurance set forth above for the period covered by this Agreement. Such insurance shall be placed with an insurance carrier acceptable to the District under terms satisfactory to the District. Said certified policies of insurance shall be furnished to the District prior to commencing the work contemplated by this Agreement. Each such certified policy shall bear an endorsement precluding the cancellation or reduction in coverage of any such policy before the expiration of thirty (30) days after the District shall have received written notification of such cancellation or reduction.

Should Contractor fail to obtain and keep in force the insurance coverage hereinabove required, the District shall have the right to cancel and terminate this Agreement forthwith and without regard to any other provisions of this Agreement.

INDEMNIFICATION

9. Contractor shall assume the defense of, and indemnify and save harmless, the District, its officers, employees and agents, and each and every one of them from and against all actions, liability, damages, claims, losses or expenses of every type and description to which it may be subjected or put to by reason of or resulting from: (1) the performance of, or failure to perform, the work or any other obligations of this Agreement by Contractor, any subcontractor or Contractor's agents or employees; (2) any alleged negligent act or omission of Contractor, any subcontractor, Contractor's agents or employees, in connection with any acts performed or required to be performed pursuant to this Agreement; (3) any dangerous or defective condition arising or resulting from any of the actions or omissions of Contractor, Contractor's agents or employees in carrying out the provisions of this Agreement. This indemnification is effective and shall apply whether or not any such action is alleged to have been caused in part by the District as a party indemnified hereunder. This indemnification shall not include any claim arising from the sole negligence or willful misconduct of the District or its employees.

CHANGE ORDERS

10. The District may, without invalidating this Agreement, order changes in the scope of the work to be performed by Contractor consisting of additions, deletions or modifications in the nature and extent of the work to be performed pursuant to the Contract Documents. If these additions, deletions or changes cause an increase or reduction in the cost of the work to be performed, then such increase or reduction in cost shall be mutually agreed upon by both parties and the contract sum, as well as the contract time shall be adjusted accordingly. Any such adjustment in the contract sum shall be calculated by using the same basis Contractor used for calculating its base bid. Contractor shall furnish a detailed itemization of the proposed contract price adjustment and any such change in the work and adjustment of the contract price and/or contract time shall be authorized only by written change order signed by Contractor, Architect, and the District after approval by the District's Board of Directors. The contract sum as well as the contract time shall be changed only by such a written change order. In the event Contractor encounters work that exceeds the estimated quantities upon which its bid is based, Contractor shall notify the District and/or Architect of the discrepancy. Contractor shall apply for a Change Order reflecting any such additional quantities within ten (10) days of encountering same. A failure by Contractor to do so shall result in a waiver by Contractor to any right to compensation for such additional quantities.

WARRANTY

11. Contractor agrees that the work shall be performed in accordance with the Contract Documents and industry standards. Contractor unconditionally guarantees all materials and workmanship furnished under this Agreement, and agrees to replace at its sole cost and expense, and to the satisfaction of District, any and all materials which may be defective through faulty, improper or inferior workmanship or materials. Contractor shall repair or replace to the satisfaction of District any or all such work that may prove defective in workmanship or materials, ordinary wear and tear excepted, together with any other work which may be damaged or displaced in so doing. This guarantee shall remain in effect for one (1) year from the date of District's acceptance of the work. This guarantee does not excuse Contractor for any other liability related to defective work discovered after the guarantee period. Contractor shall transfer to District all

manufacturer and supplier warranties relating to the work, if any, upon completion of the work and prior to the final payment.

In the event of failure to comply with the above stated conditions within a reasonable time, District may have the defective work repaired and made good at the expense of Contractor who will pay the costs and charges therefore immediately upon demand, including any reasonable management and administrative costs, and engineering, legal and other consultant fees incurred by District in enforcing this guarantee.

CORRECTION OF WORK AND BACK CHARGES

12. Contractor will immediately, upon written orders of the District and/or Architect, correct any defect or deficiency in the work, equipment or materials. The District may withhold from Contractor, any amounts it reasonably estimates to be necessary for the correction of defective work if Contractor fails to repair and/or replace such defective work after request by the District and/or Architect.

CLEANUP

13. Contractor will continuously clean the job site, and keep it in a safe, orderly and neat condition. At the completion of the work, the entire job site will be left in a broom-clean condition.

CONCEALED CONDITIONS

14. Contractor has examined the job site, the Contract Documents and the applicable building codes, laws and regulations as well as any applicable laws and regulations of any and all utilities, that govern the conduct of the work, and has made such investigation as it deems appropriate. The contract price includes full compensation for all efforts to be expended by Contractor obtaining any and all approvals of the governing water, electricity, gas and other utility companies, and in dealing with any concealed, underground, known and/or unknown conditions.

CONTRACTOR AS INDEPENDENT CONTRACTOR

15. The parties hereto agree that at all times during the term of this Agreement, Contractor and Contractor's employees hired to perform services pursuant to this Agreement are independent contractors and are not agents or employees of the District. Contractor shall be solely responsible for and have control over means, methods, techniques, sequences, and procedures for performing the services required by this Agreement and for coordinating all portions of the work required by this Agreement. The District shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. If, in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor and Contractor shall be responsible for the actions of any such third persons. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment shall be determined by Contractor, and the District shall have no right or authority over such persons or the terms of their employment.

Neither Contractor nor any third persons employed by Contractor to perform services pursuant to this Agreement shall be entitled to workers' compensation benefits from the District should Contractor or any of its employees sustain an injury in the course of performing services specified in this Agreement. Furthermore, neither Contractor nor any third persons employed by Contractor shall be entitled to any other benefits payable to employees of the District. The District is not required to make any deductions from the compensation payable to Contractor under the provisions of Contractor's bid. Contractor hereby agrees to defend and hold the District harmless from any and all claims that may be made against the District based on any contention by any third party that an employer/employee relationship exists between the District and that third party by reason of this Agreement. Contractor further agrees to defend and hold the District harmless from any and all claims that may be made against the District by any third party based on any failure of the Contractor to fulfill its obligations contractual or otherwise, to any such third party.

Contractor represents that it, and its subcontractors, are properly licensed and will remain so during the progress of the work.

DEFAULT BY CONTRACTOR

16. If Contractor fails to expeditiously advance the project, or installs work that does not comply with the requirements of the Contract Documents, fails to comply with any provision of law regarding the payment of employees, subcontractors and/or any third parties providing materials, equipment or supplies provided to the project, or fails to otherwise promptly pay for work or materials supplied to the project, or is guilty of any other material breach of the terms of this Agreement, the District may: (1) suspend payment until such time as the default is remedied by Contractor; or (2) by written notice to Contractor, terminate Contractor's right to perform all or any portion of the work. Contractor hereby agrees to pay the District all damages sustained as a result of default by Contractor. If the District terminates Contractor's right to perform the work, the District may have the work performed by others, or may complete the work itself, and charge the cost to Contractor. The cost of completion by the District shall include reasonable reimbursement for additional executive and administrative expense along with all damages for delay, including liquidated damages, and other damages sustained by the District as a result of Contractor's default. The District may deduct from any and all monies owing to the Contractor, either by virtue of this Agreement or any other agreements between the District and the Contractor, any and all damages and/or costs of completion assessed by the District against the Contractor pursuant to the provision of this Agreement.

SAFETY

17. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work contemplated by this Agreement. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (1) employees; (2) the project itself and materials and equipment to be incorporated therein; and (3) other property at the site or adjacent thereto. Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. Contractor will indemnify the District and hold it harmless against all claims, liability, loss and expense, including attorney's fees and costs caused by or contributed to

unsafe conduct tolerated by Contractor or any of its subcontractors.

MISCELLANEOUS PROVISIONS

18. Contractor shall not assign this Agreement or any interest in it, or any money due or to become due under it voluntarily, involuntarily or by operation of law without the District's prior written consent. In the event of any such purported assignment without the District's prior written consent, the District shall have the right, in addition to all other rights provided by law, to terminate this Agreement by giving written notice to Contractor. If this Agreement is so terminated, the District may contract for the completion of the work or complete the work itself. If the cost and expense of completing the work, when added to the sum of amounts previously paid Contractor under this Agreement and any amounts due but unpaid to Contractor at the time of such termination, exceed the contract price, the District may deduct the amount of the excess from any such amounts then due Contractor. If the amount of such excess is larger than the amounts then due Contractor, Contractor shall immediately pay such excess or the balance thereof to the District, failing which recourse may be made immediately to Contractor's bond. If the Agreement is so terminated, Contractor agrees to waive and hereby does waive all other claims against the District for profits, loss, or damage because of such termination.

19. In the event of litigation between the parties, or if a party becomes involved in litigation because of wrongful acts of the other party, the prevailing or innocent party shall be entitled to an award of reasonable attorney's fees from the other party. The prevailing party will be entitled to an award of attorney's fees in an amount sufficient to compensate the prevailing party for all attorney's fees incurred in good faith.

20. It is expressly hereby agreed that time is of the essence of this Agreement including all Contract Documents incorporated herein.

21. This Agreement shall be governed and construed according to the laws of the State of California.

22. This Agreement, together with all Contract Documents expressly incorporated herein by reference, supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services by Contractor to the District, and contains all of the covenants and agreements between the parties with respect to such services. Each party to this Agreement acknowledges that no representations or promises have been made by any party hereto which are not embodied herein, and that no other agreement or promise not contained in this Agreement or in the other Contract Documents shall be valid or binding.

23. The failure or omission by District to terminate this Agreement for any violation of its terms, conditions or Agreements shall in no way bar, stop or prevent the District from terminating this Agreement thereafter, either for such or for any subsequent violation of any such term, condition or covenant. The filing of a notice of completion or acceptance of the project shall not be, or shall not be construed to be a waiver of any breach of any term, covenant or condition of this Agreement

24. This Agreement shall inure to the benefit and bind the successors and assigns of the respective parties hereto.

25. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

26. The terms of this Agreement may be modified only in writing by mutual agreement on signature of the District and Contractor. Said amendment shall be attached to this Agreement.

27. Any notices to be given pursuant to this Agreement by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid, with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice to the other. Notices delivered personally shall be deemed communicated as of the date of actual receipt. Mailed notice shall be deemed communicated as of the date of deposit in the mail.

IN WITNESS WHEREOF, the ORANGEVALE RECREATION AND PARK DISTRICT has, caused this Agreement to be signed by the District Administrator of said Board of Directors and Contractor has executed this Agreement on the date and year first above written.

ORANGEVALE RECREATION AND PARK DISTRICT,
a political subdivision of the State of California

By 
Barry Ross, District Administrator

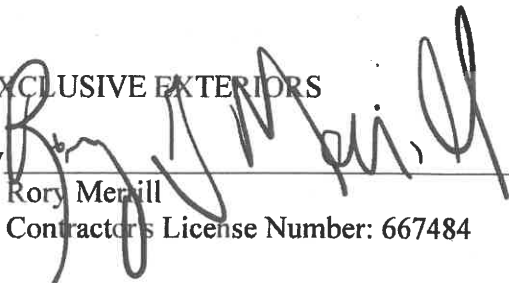
EXCLUSIVE EXTERIORS
By 
Rory Merrill
Contractor's License Number: 667484

EXHIBIT A

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as Exception below. The claimant has been paid in full.

Exceptions

This document does not affect the following:
Disputed claims for extras in the amount of: \$ _____

Signature

Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____

EXHIBIT B

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

PAYMENT NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____
Through Date: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as Exception below. The claimant has received the following progress payment:
\$ _____

Exceptions

This document does not affect the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____

EXHIBIT C

CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as Exception below. This document is effective only on the Claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____
Amount of Check: _____
Check Payable To: _____

Exceptions

This document does not affect the following:
Disputed claims for extras in the amount of: \$ _____

Signature

Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____

EXHIBIT D

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES THE CLAIMANT’S LIEN, STOP PAYMENT NOTICE AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____
Through Date: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as Exception below. This document is effective only on the Claimant’s receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____
Amount of Check: _____
Check Payable To: _____

Exceptions

This document does not affect the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
Date(s) of waiver and release: _____
Amount(s) of unpaid progress payment(s): _____
- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant’s Signature: _____
Claimant’s Title: _____
Date of Signature: _____

STAFF REPORT



DATE: 03-17-22

TO: Board of Directors

FROM: Barry Ross, District Administrator

SUBJECT: RETROACTIVELY APPROVE THE AGREEMENT WITH V-POWER EQUIPMENT, INC. FOR REMOVING AND REPLACING THE POOL PUMP/MOTOR AND ADD A VARIABLE FREQUENCY DRIVE (VFD) AT THE ORANGEVALE COMMUNITY POOL IN THE AMOUNT OF \$19,978.95.

RECOMMENDATION

Retroactively approve the agreement with V-Power Equipment, INC. for removing and replacing the pool pump/motor and add a variable frequency drive (VFD) at the Orangevale Community Pool in the amount of \$19,978.95.

BACKGROUND

By way of a Planning Committee meeting (11/5/21) and two Board of Directors meetings (12/9/21 and 1/13/22), the Board of Directors decided on the scope of work for the swimming pool renovation projects to occur in 2022 and 2023. It was acknowledged that our current pool pump has been repaired multiple times and was near the end of its useful service life. With staff recommendations, the Board agreed to have staff manage the pump replacement process instead of including that in the larger scope of work to be managed by Aquatic Design Group. It was also agreed to add a VFD to save on energy costs to operate the pump.

At the February 10, 2022, Board of Directors meeting, the Board approved staff to award the project to the contractor with the lowest responsive quote. At the time we had only one quote and were expecting two others. We did receive three quotes. Staff selected the lowest of the three responsive quotes:

- V-Power Equipment, INC.: \$19,978.95
- O'Dell's Pump Service: \$20,827.73
- National Aquatic Service: \$21,780.13

MOTION TO CONSIDER

I move we retroactively approve the agreement with V-Power Equipment, INC. for removing and replacing the pool pump/motor and add a variable frequency drive (VFD) at the Orangevale Community Pool in the amount of \$19,978.95.

AGREEMENT

This Agreement is made and entered into this 3rd day of March 2022, between Owner, ORANGEVALE RECREATION AND PARK DISTRICT, a political subdivision of the State of California, hereinafter referred to as the "District" and V-POWER EQUIPMENT, INC., hereinafter referred to as "Contractor". Contractor will conduct, on behalf of the District, a project consisting of Installation of New Pump/Motor and Variable Frequency Drive in the Orangevale Swimming Pool Mechanical Room (the "Project"). The Project is located at the Orangevale Community Center Park, 6826 Hazel Avenue, Orangevale, California.

RECITALS

WHEREAS, the Board of Directors of District have adopted the Uniform Public Construction Cost Accounting Act, Public Contract Code Section 22000, et seq., (the "Act") which allows the District to complete projects by negotiated contract, by purchase order, or be the employees of the District by force account for projects up to Sixty Thousand Dollars (\$60,000.00); and

WHEREAS, the District determined that the cost of the Project would be under Sixty Thousand Dollars (\$60,000.00); and

WHEREAS, Contractor, has submitted an informal bid for the performance of the work; and

NOW THEREFORE, in consideration of the promises contained herein, it is mutually agreed between the parties hereto as follows:

CONTRACT DOCUMENTS

1. The following documents are by this reference incorporated into, made a part of this Agreement, and collectively referred to herein as the "Contract Documents": The construction proposal of Contractor and required insurance certificates.

It is understood and agreed that all said Contract Documents are intended to cooperate so that any work called for in one document and not mentioned in the other, or vice-versa, is to be executed the same as if mentioned in all Contract Documents, so that the true meaning of all documents when taken together shall control the work pursuant to this Agreement. In the event of ambiguity or conflict in the provisions of the Contract Documents, the terms of this Agreement shall take precedence over all other Contract Documents.

If Contractor should perceive an error, omission, or conflict in the Contract Documents, it will promptly notify the District representative in writing. The District representative will promptly resolve conflicts, errors and omissions by written instructions, which Contractor will promptly follow. If Contractor proceeds with work based on error, omission or conflict in the Contract Documents, without instructions from the District, it will be at the risk and expense of Contractor.

SCOPE OF WORK

2. Contractor hereby agrees to furnish all labor, materials, equipment, appliances, mechanical workmanship, transportation, communication, scaffolding, hoisting, supervision, and coordination to complete in a workman-like manner. The project includes but is not limited to the following work:

- Remove existing aged and failing pump/motor and install a new Grundfos 50957 pump/motor (25 hp, 3-phase, with stainless steel impeller).
- Install a new Danfoss VLT Aqua Drive FC-202 Variable Frequency Drive (25 hp, 3-phase, 230VAC, with Real Time clock, IP66/Nema4 rated), and mount it in same location of existing pump panel.
- IFM Transducer with cable.
- Misc plumbing and electrical to install new VFD and pump.
- Haul away and proper disposal of removed equipment upon approval from District.
- Freight and shipping.
- Labor to remove old pump and panel and install new pump and VFD. Includes running new conduit and seal-tight from the new pump to the new VFD. Mounting the new VFD. Running power into the new VFD. Minor plumbing parts (gaskets, bolts, shims). Start-up, programming, and testing the new equipment.
- All electrical work to be performed by a C10 Electrical Contractor, and all new work will be installed to National Electrical Code (NEC) standards.
- All work is to be completed during work hours 7:00am to 5:00pm Monday through Friday.
- Access will be granted upon request.
- Proposal includes prevailing wages.
- Furnish necessary mounting hardware required for the equipment being installed.
- Daily cleanup of work area and removal of debris generated by Contractor.

NOTE: The Specification Sheets for the pump, VFD and real time clock are included at the end of this agreement.

INVESTIGATION BY CONTRACTOR

3. Contractor has thoroughly investigated the job sites. The contract price includes all work, in compliance with all applicable building codes, laws and regulations.

COMPLETION

4. Contractor shall be required to begin work no later than twenty-one (21) calendar days after all material is received at V-Power Equipment Inc. facility in West Sacramento, CA. The Approximate due date for all required material is 12 weeks from the receipt of the fully executed contract. This delay is due to shortages of key manufacturing components, order backlogs, delivery delays, and workforce. All work is to be completed in accordance with the Contract Documents to the satisfaction of the District within thirty (30) calendar days of the date work was begun. Any need for delays shall be communicated in writing to the District representative listed on page 10.

PAYMENT

5. The District agrees, in consideration of the work to be performed herein and subject to the terms and conditions hereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of Contractor's bid and proposal and this Agreement, to wit: \$19,978.95. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

No payment will be made until defective work and materials have been removed, replaced and made good in accordance with the Contract Documents. In any event, payment made shall not be construed to be an acceptance of defective work or improper materials, and Contractor shall be required to remove, replace and/or repair any defective work and materials at its own expense.

Contractor shall provide to the District an Unconditional Waiver and Release for every subcontractor and/or entity providing materials and supplies on the job prior to release of final payment. The Unconditional Waiver and Release shall be in the form attached as Exhibit A to this Agreement. Thirty-five (35) calendar days from and after the issuance of the Notice of Completion, the balance of the contract price remaining unpaid will be paid to Contractor under certificate issued by the District, provided there are no mechanic's liens of record or stop notices in effect at that time, or defective work to be repaired.

If at any time during the progress of the work or before the final payment is made, any stop notice or other lien or claim of lien is filed, or notification to withhold money for labor or material furnished by Contractor under this Agreement is served on the District, the District shall have the right to withhold from any monies due Contractor, an amount sufficient to discharge any or all such liens or claims. Releases or receipted vouchers in settlement of these liens or claims satisfactory to the District must be furnished to the District by Contractor before the withheld money will be paid to Contractor. If Contractor has not settled the stop notice, liens or claims within a reasonable time, not to exceed thirty (30) days from and after such stop notice, lien or claim is made, the District shall have the right to make a claim on Contractor's bond for payment of such stop notices, liens or claims. The District shall also have the right, but shall not be obliged, to discharge any or all such stop notices, liens or claims out of money withheld from Contractor. The District reserves the right to make payments to Contractor in the form of checks payable jointly to Contractor and to any of its subcontractors or suppliers that have asserted a stop notice or claim of mechanic's lien against the District. Any monies held in retention or otherwise by the District shall not be considered monies due and owing to Contractor until final payment is made pursuant to this Section 5, and all amounts have been deducted for any and all damages assessed pursuant to the provisions of this Agreement and/or monies expended by the District to complete the work as set forth in and contemplated by the Contract Documents.

PREVAILING WAGES

6. Pursuant to the provisions of Section 1774, et seq. of the Labor Code of the State of California, it shall be mandatory for Contractor, and any subcontractor working under Contractor, to pay all workers, laborers and mechanics employed in the execution of this work not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work or any part of the work contemplated by this Agreement. The

appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection at the office of the District.

Pursuant to Labor Code Section 1775, Contractor shall forfeit, as penalty to the District, an amount of not more than Fifty Dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for any work done pursuant to this Agreement by Contractor or any subcontractor working under Contractor. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, the previous record of the Contractor in meeting his or her prevailing wage obligations, or Contractor's willful failure to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor had knowledge of his or her obligations under the Labor Code. In addition to said penalty, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.

Contractor shall post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.

Contractor and each subcontractor under Contractor shall keep an accurate payroll record showing name, address, social security number, work classification, straight-time and overtime hours worked each day and week, and the actual per diem wages paid to each person certified in a trade or a craft, for each apprentice, worker, or other employee of Contractor or subcontractor performing a part of the work contemplated by this Agreement. Contractor shall provide or make available for inspection, a certified copy of such payroll records as specified in Section 1776 of the Labor Code of the State of California. Attention is directed to Section 1777.5 of the Labor Code of the State of California concerning the employment of apprentices, and Contractor is required to comply with the provisions of that section.

EIGHT HOUR DAY LIMITATION

7. Contractor agrees that eight (8) hours labor shall constitute a day's work, and no worker, in the employ of the Contractor, or any subcontractor, doing or contracting to do any part of the work under this Agreement, shall be required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week; provided that subject to California Labor Code Section 1815, a worker may perform work in excess of eight (8) hours per day or forty (40) hours per week at not less than one and one-half times the basic rate of pay.

Except as provided above for overtime, Contractor shall forfeit as a penalty to District the sum of Twenty-Five Dollars (\$25.00) for each worker employed in the execution of this Agreement by Contractor or by any subcontractor under it for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any one calendar week in violation of California Labor Code Sections 1810 through 1815.

INSURANCE

8. Contractor shall carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability insurance and workers' compensation insurance as specified below:

A. Public Liability, Property Damage and Contractual Liability Insurance. Contractor shall furnish public liability and property damage insurance which includes, but is not limited to, personal injury, property damage, losses relating to independent contractors, products and equipment, explosion, collapse and underground hazards in a minimum amount of not less than a combined single limit of One Million Dollars (\$1,000,000.00) for one or more persons injured and property damaged in each occurrence.

The public liability and property damage insurance furnished by Contractor shall also name the District as an additional insured and shall directly protect, as well as provide the defense for the District, its officers, agents and employees, as well as Contractor, all subcontractors and suppliers, if any, from all suits, actions, damages, losses or claims of every type and description to which they may be subjected by reason of, or resulting from Contractor's operations in the performance of the work pursuant to this Agreement, and all insurance policies shall so state. Said insurance shall also specifically cover the contractual liability of Contractor. Said insurance shall also specify that it acts as primary insurance.

If Contractor fails to maintain such insurance, the District may take out insurance to cover damages of the above-mentioned classes for which the District might be held liable on account of Contractor failing to pay such damages, and deduct and retain the amount of the premiums for such insurance from any sums due Contractor under this Agreement. Failure of the District to obtain such insurance shall in no way relieve Contractor from any of its responsibilities to acquire insurance under this Agreement.

B. Workers' Compensation Insurance. Contractor shall be permissibly self-insured or shall carry full workers' compensation insurance coverage for all persons employed, either directly or through subcontractors, in carrying out the work contemplated by this Agreement, in accordance with the Workers' Compensation Act contained in the Labor Code of the State of California.

If Contractor fails to maintain such insurance, the District may take out insurance to cover any compensation which the District might be liable to pay under the provisions of the Workers' Compensation Act by reason of an employee of Contractor being injured or killed while engaged in the course and scope of his employment. The District may deduct and retain the amount of the premiums for such insurance from any sums due Contractor under this Agreement. Failure of the District to obtain such insurance shall in no way relieve Contractor from any of his responsibilities to obtain such insurance pursuant to this Agreement.

By execution of this Agreement, Contractor certifies as follows:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, I will comply with such provisions before commencing the performance of the work of this contract.

As part of the execution of this Agreement, Contractor agrees to furnish to the District a certified copy of the insurance policies it has taken out for public liability, property damage and workers' compensation insurance set forth above for the period covered by this Agreement. Such insurance shall be placed with an insurance carrier acceptable to the District under terms satisfactory to the District. Said certified policies of insurance shall be furnished to the District prior to commencing the work contemplated by this Agreement. Each such certified policy shall bear an endorsement precluding the cancellation or reduction in coverage of any such policy before the expiration of thirty (30) days after the District shall have received written notification of such cancellation or reduction.

Should Contractor fail to obtain and keep in force the insurance coverage hereinabove required, the District shall have the right to cancel and terminate this Agreement forthwith and without regard to any other provisions of this Agreement.

INDEMNIFICATION

9. Contractor shall assume the defense of, and indemnify and save harmless, the District, its officers, employees and agents, and each and every one of them from and against all actions, liability, damages, claims, losses or expenses of every type and description to which it may be subjected or put to by reason of or resulting from: (1) the performance of, or failure to perform, the work or any other obligations of this Agreement by Contractor, any subcontractor or Contractor's agents or employees; (2) any alleged negligent act or omission of Contractor, any subcontractor, Contractor's agents or employees, in connection with any acts performed or required to be performed pursuant to this Agreement; (3) any dangerous or defective condition arising or resulting from any of the actions or omissions of Contractor, Contractor's agents or employees in carrying out the provisions of this Agreement. This indemnification is effective and shall apply whether or not any such action is alleged to have been caused in part by the District as a party indemnified hereunder. This indemnification shall not include any claim arising from the sole negligence or willful misconduct of the District or its employees.

CHANGE ORDERS

10. The District may, without invalidating this Agreement, order changes in the scope of the work to be performed by Contractor consisting of additions, deletions or modifications in the nature and extent of the work to be performed pursuant to the Contract Documents. If these additions, deletions or changes cause an increase or reduction in the cost of the work to be performed, then such increase or reduction in cost shall be mutually agreed upon by both parties and the contract sum, as well as the contract time shall be adjusted accordingly. Any such adjustment in the contract sum shall be calculated by using the same basis Contractor used for calculating its base bid. Contractor shall furnish a detailed itemization of the proposed contract price adjustment and any such change in the work and adjustment of the contract price and/or contract time shall be authorized only by written change order signed by Contractor, Architect, and the District after approval by the District's Board of Directors. The contract sum as well as the contract time shall be changed only by such a written change order. In the event Contractor encounters work that exceeds the estimated quantities upon which its bid is based, Contractor shall notify the District and/or Architect of the discrepancy. Contractor shall apply for a Change Order reflecting any such additional quantities within ten (10) days of encountering same. A failure by Contractor to do so shall result in a waiver by Contractor to any right to compensation for such

additional quantities.

WARRANTY

11. Contractor agrees that the work shall be performed in accordance with the Contract Documents and industry standards. Contractor unconditionally guarantees all materials and workmanship furnished under this Agreement, and agrees to replace at its sole cost and expense, and to the satisfaction of District, any and all materials which may be defective through faulty, improper or inferior workmanship or materials. Contractor shall repair or replace to the satisfaction of District any or all such work that may prove defective in workmanship or materials, ordinary wear and tear excepted, together with any other work which may be damaged or displaced in so doing. This guarantee shall remain in effect for one (1) year from the date of District's acceptance of the work. This guarantee does not excuse Contractor for any other liability related to defective work discovered after the guarantee period. Contractor shall transfer to District all manufacturer and supplier warranties relating to the work, if any, upon completion of the work and prior to the final payment.

In the event of failure to comply with the above stated conditions within a reasonable time, District may have the defective work repaired and made good at the expense of Contractor who will pay the costs and charges therefore immediately upon demand, including any reasonable management and administrative costs, and engineering, legal and other consultant fees incurred by District in enforcing this guarantee.

CORRECTION OF WORK AND BACK CHARGES

12. Contractor will immediately, upon written orders of the District and/or Architect, correct any defect or deficiency in the work, equipment or materials. The District may withhold from Contractor, any amounts it reasonably estimates to be necessary for the correction of defective work if Contractor fails to repair and/or replace such defective work after request by the District and/or Architect.

CLEANUP

13. Contractor will continuously clean the job site, and keep it in a safe, orderly and neat condition. At the completion of the work, the entire job site will be left in a broom-clean condition.

CONCEALED CONDITIONS

14. Contractor has examined the job site, the Contract Documents and the applicable building codes, laws and regulations as well as any applicable laws and regulations of any and all utilities, that govern the conduct of the work, and has made such investigation as it deems appropriate. The contract price includes full compensation for all efforts to be expended by Contractor obtaining any and all approvals of the governing water, electricity, gas and other utility companies, and in dealing with any concealed, underground, known and/or unknown conditions.

CONTRACTOR AS INDEPENDENT CONTRACTOR

15. The parties hereto agree that at all times during the term of this Agreement,

Contractor and Contractor's employees hired to perform services pursuant to this Agreement are independent contractors and are not agents or employees of the District. Contractor shall be solely responsible for and have control over means, methods, techniques, sequences, and procedures for performing the services required by this Agreement and for coordinating all portions of the work required by this Agreement. The District shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. If, in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor and Contractor shall be responsible for the actions of any such third persons. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment shall be determined by Contractor, and the District shall have no right or authority over such persons or the terms of their employment.

Neither Contractor nor any third persons employed by Contractor to perform services pursuant to this Agreement shall be entitled to workers' compensation benefits from the District should Contractor or any of its employees sustain an injury in the course of performing services specified in this Agreement. Furthermore, neither Contractor nor any third persons employed by Contractor shall be entitled to any other benefits payable to employees of the District. The District is not required to make any deductions from the compensation payable to Contractor under the provisions of Contractor's bid. Contractor hereby agrees to defend and hold the District harmless from any and all claims that may be made against the District based on any contention by any third party that an employer/employee relationship exists between the District and that third party by reason of this Agreement. Contractor further agrees to defend and hold the District harmless from any and all claims that may be made against the District by any third party based on any failure of the Contractor to fulfill its obligations contractual or otherwise, to any such third party.

Contractor represents that it, and its subcontractors, are properly licensed and will remain so during the progress of the work.

DEFAULT BY CONTRACTOR

16. If Contractor fails to expeditiously advance the project, or installs work that does not comply with the requirements of the Contract Documents, fails to comply with any provision of law regarding the payment of employees, subcontractors and/or any third parties providing materials, equipment or supplies provided to the project, or fails to otherwise promptly pay for work or materials supplied to the project, or is guilty of any other material breach of the terms of this Agreement, the District may: (1) suspend payment until such time as the default is remedied by Contractor; or (2) by written notice to Contractor, terminate Contractor's right to perform all or any portion of the work. Contractor hereby agrees to pay the District all damages sustained as a result of default by Contractor. If the District terminates Contractor's right to perform the work, the District may have the work performed by others, or may complete the work itself, and charge the cost to Contractor. The cost of completion by the District shall include reasonable reimbursement for additional executive and administrative expense along with all damages for delay, including liquidated damages, and other damages sustained by the District as a result of Contractor's default. The District may deduct from any and all monies owing to the Contractor, either by virtue of this Agreement or any other agreements between the District and the Contractor, any and all damages and/or costs of completion assessed by the District against the Contractor pursuant to the provision of this Agreement.

SAFETY

17. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work contemplated by this Agreement. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (1) employees; (2) the project itself and materials and equipment to be incorporated therein; and (3) other property at the site or adjacent thereto. Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. Contractor will indemnify the District and hold it harmless against all claims, liability, loss and expense, including attorney's fees and costs caused by or contributed to unsafe conduct tolerated by Contractor or any of its subcontractors.

MISCELLANEOUS PROVISIONS

18. Contractor shall not assign this Agreement or any interest in it, or any money due or to become due under it voluntarily, involuntarily or by operation of law without the District's prior written consent. In the event of any such purported assignment without the District's prior written consent, the District shall have the right, in addition to all other rights provided by law, to terminate this Agreement by giving written notice to Contractor. If this Agreement is so terminated, the District may contract for the completion of the work or complete the work itself. If the cost and expense of completing the work, when added to the sum of amounts previously paid Contractor under this Agreement and any amounts due but unpaid to Contractor at the time of such termination, exceed the contract price, the District may deduct the amount of the excess from any such amounts then due Contractor. If the amount of such excess is larger than the amounts then due Contractor, Contractor shall immediately pay such excess or the balance thereof to the District, failing which recourse may be made immediately to Contractor's bond. If the Agreement is so terminated, Contractor agrees to waive and hereby does waive all other claims against the District for profits, loss, or damage because of such termination.

19. In the event of litigation between the parties, or if a party becomes involved in litigation because of wrongful acts of the other party, the prevailing or innocent party shall be entitled to an award of reasonable attorney's fees from the other party. The prevailing party will be entitled to an award of attorney's fees in an amount sufficient to compensate the prevailing party for all attorney's fees incurred in good faith.

20. It is expressly hereby agreed that time is of the essence of this Agreement including all Contract Documents incorporated herein.

21. This Agreement shall be governed and construed according to the laws of the State of California.

22. This Agreement, together with all Contract Documents expressly incorporated herein by reference, supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services by Contractor to the District, and contains all of the covenants and agreements between the parties with respect to such services. Each party to this Agreement acknowledges that no representations or promises have been made by any party hereto which are not embodied herein, and that no other agreement or promise not

contained in this Agreement or in the other Contract Documents shall be valid or binding.

23. The failure or omission by District to terminate this Agreement for any violation of its terms, conditions or Agreements shall in no way bar, stop or prevent the District from terminating this Agreement thereafter, either for such or for any subsequent violation of any such term, condition or covenant. The filing of a notice of completion or acceptance of the project shall not be, or shall not be construed to be a waiver of any breach of any term, covenant or condition of this Agreement.

24. This Agreement shall inure to the benefit and bind the successors and assigns of the respective parties hereto.


25. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

26. The terms of this Agreement may be modified only in writing by mutual agreement on signature of the District and Contractor. Said amendment shall be attached to this Agreement.

27. Any notices to be given pursuant to this Agreement by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid, with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice to the other. Notices delivered personally shall be deemed communicated as of the date of actual receipt. Mailed notice shall be deemed communicated as of the date of deposit in the mail.

IN WITNESS WHEREOF, the ORANGEVALE RECREATION AND PARK DISTRICT has, caused this Agreement to be signed by the District Administrator of said Board of Directors and Contractor has executed this Agreement on the date and year first above written.

ORANGEVALE RECREATION AND PARK DISTRICT,
a political subdivision of the State of California

By: 
Barry Ross, District Administrator


VPOWER EQUIPMENT, INC.
By: 
Sherry Montoya, President
Contractor's License Number: CSLB #1068426

EXHIBIT A

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as Exception below. The claimant has been paid in full.

Exceptions

This document does not affect the following:
Disputed claims for extras in the amount of: \$ _____

Signature

Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____

EXHIBIT B

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

PAYMENT NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____
Through Date: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as Exception below. The claimant has received the following progress payment:

\$ _____

Exceptions

This document does not affect the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____

EXHIBIT C

CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as Exception below. This document is effective only on the Claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____
Amount of Check: _____
Check Payable To: _____

Exceptions

This document does not affect the following:
Disputed claims for extras in the amount of: \$ _____

Signature

Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____

EXHIBIT D

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES THE CLAIMANT’S LIEN, STOP PAYMENT NOTICE AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____
Through Date: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as Exception below. This document is effective only on the Claimant’s receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____
Amount of Check: _____
Check Payable To: _____

Exceptions

This document does not affect the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
Date(s) of waiver and release: _____
Amount(s) of unpaid progress payment(s): _____
- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

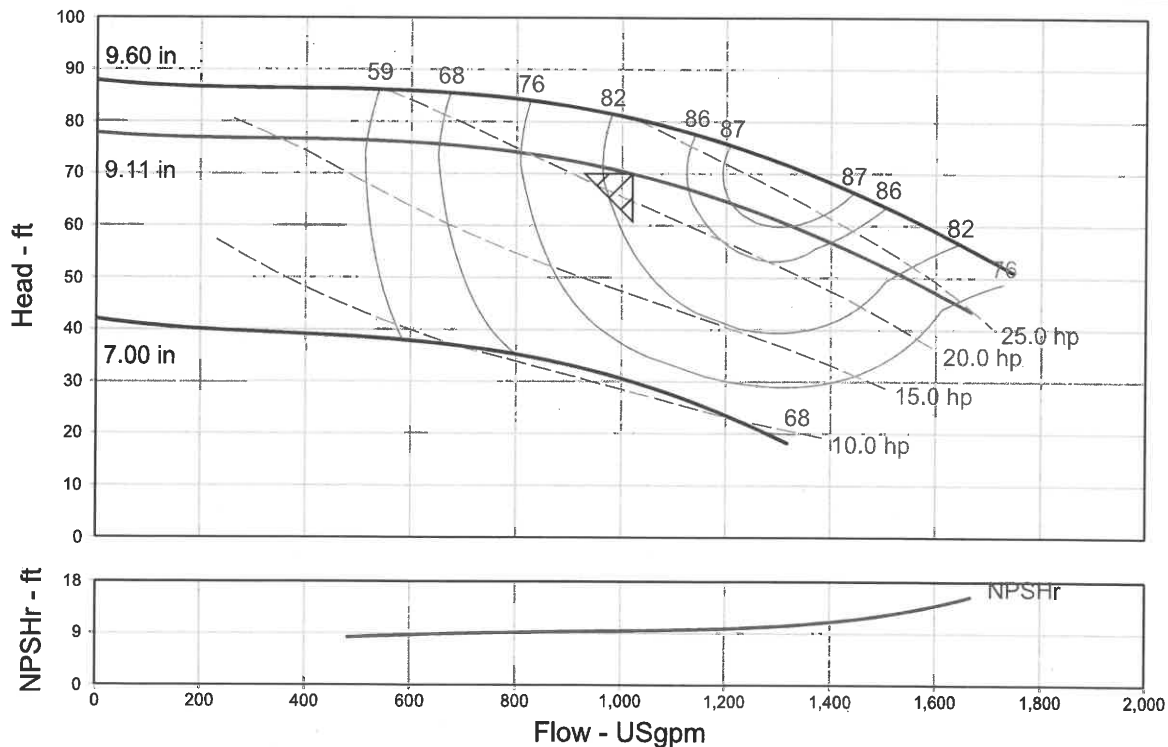
Signature

Claimant’s Signature: _____
Claimant’s Title: _____
Date of Signature: _____

Pump Performance Datasheet

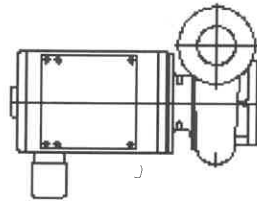
Customer :	Quote Number / ID :	5333173097
Customer ref. / PO :	Model :	50957 LC
Tag Number : 001	Stages :	1
Service :	Based on curve number :	RC2023 Rev 1
Quantity : 1	Basic model number :	-
	Date last saved :	01/25/2022 2:32 PM

Operating Conditions		Liquid	
Flow, rated	: 1,020.0 USgpm	Liquid type	: Cold Water
Differential head / pressure, rated (requested)	: 70.00 ft	Additional liquid description	:
Differential head / pressure, rated (actual)	: 69.95 ft	Solids diameter, max	: 0.00 in
Suction pressure, rated / max	: 0.00 / 0.00 psi.g	Solids concentration, by volume	: 0.00 %
NPSH available, rated	: Ample	Temperature, max	: 68.00 deg F
Site Supply Frequency	: 60 Hz	Fluid density, rated / max	: 1.000 / 1.000 SG
		Viscosity, rated	: 1.00 cP
		Vapor pressure, rated	: 0.34 psi.a
Performance		Material	
Speed, rated	: 1760 rpm	Material selected	: Cast iron
Impeller diameter, rated	: 9.11 in		
Impeller diameter, maximum	: 9.60 in	Pressure Data	
Impeller diameter, minimum	: 7.00 in	Maximum working pressure	: 33.69 psi.g
Efficiency	: 83.67 %	Maximum allowable working pressure	: 175.0 psi.g
NPSH required / margin required	: 9.46 / 0.00 ft	Maximum allowable suction pressure	: 175.0 psi.g
nq (imp. eye flow) / S (imp. eye flow)	: 51 / 214 Metric units	Hydrostatic test pressure	: 263.0 psi.g
MCSF	: 412.5 USgpm		
Head, maximum, rated diameter	: 77.84 ft	Driver & Power Data (@Max density)	
Head rise to shutoff	: 11.22 %	Motor sizing specification	: Max power (non-overloading)
Flow, best eff. point	: 1,268.6 USgpm	Margin over specification	: 0.00 %
Flow ratio, rated / BEP	: 80.41 %	Service factor	: 1.00
Diameter ratio (rated / max)	: 94.90 %	Power, hydraulic	: 18.02 hp
Head ratio (rated dia / max dia)	: 86.76 %	Rated power (based on duty point)	: 21.54 hp
Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00	Max power (non-overloading)	: 24.90 hp
Selection status	: Acceptable	Nameplate motor rating	: 25.00 hp / 18.64 kW
Energy Indexes			
PEI (CL)	: 1.00		
ER (CL)	: 0		

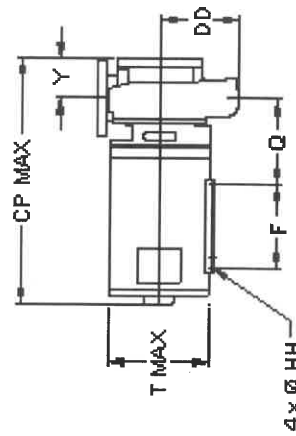


General Arrangement

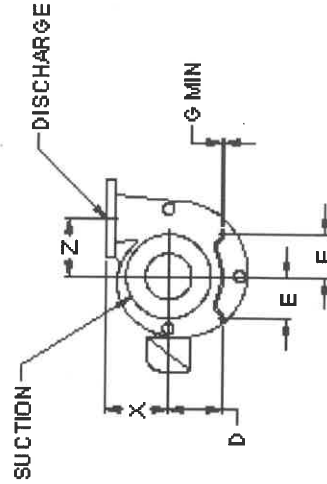
Project name	: 5333173097	Tag Number	: 001
Consulting engineer	:	Service	:
Customer	:	Model	: 50957 LC
Customer ref. / PO	:	Quantity of pumps	: 1
Quote Number / ID	: 5333173097	Quoted By (Sales Office)	: Grundfos IND/DBS/OEM Sales Support
Date last saved	: 01/25/2022 2:32 PM	Quoted By (Sales Engineer)	: August Shayo



PLAN



SIDE VIEW



END VIEW

NOT FOR CONSTRUCTION, UNLESS CERTIFIED AND REFERENCED ON ORDER

Units	Frame	Suct(in)	Disch(in)	CP	D	DD	E	F	G	HH	Q	T	X	Y	Z	Weight ea	
inches	284JM	6	5	35.00	7.00	10.25	5.50	9.50	0.25	0.53	11.13	13.25	8.00	5.25	7.50	547.0	
Conditions of Service																	
Flow: 1,020.0 USgpm	Fluid: Cold Water		HP: 25	Encl: ODP		Phase: 3											Efficiency: Premium
TDH: 70.00 ft	Temp.: 68.00 deg F		RPM: 1760 rpm	Hz: 60		Voltage: 230/460											S.F.: 1.15

Grundfos Industrial/Domestic/OEM Sales Support · 9300 Loiret Boulevard · Lenexa, KS 66219
 phone: (+1) 913 227 3400 · fax: (+1) 913 227 3510 · grundfos.com/us

Grundfos Series LC - End Suction Centrifugal Pump, Close Coupled

QUOTE NUMBER / ID 5333173097	UNIT TAG 001	LC 50957
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MATERIALS OF CONSTRUCTION			
PART	MATERIAL	PART	MATERIAL
Rotation Options	Clockwise	Impeller Washer	S.S., AISI-303
Base/Stand Type	None	Impeller Key	Steel, AISI 1045
Connections	FPT (threaded)/ 125# ANSI	Sleeve Material	Bronze, III932, C89835 or No Sleeves
Wear Ring Type	Case Wear Ring	Wear Ring Material	Tin Bronze, ASTM B584-90500
Pump Coatings	Standard Paint	Packing Gland	Not Applicable
NSF-50 Certification	Optional	Lantern Ring	None
NSF-61 Certification	Optional	Seal Type	Type 21
Motor Drip Canopy	Optional	Seal Material	Ceramic/Carbon/Buna
Casing	Cast Iron, ASTM-A48, CL 30	O-Rings	Buna N
Motor Shaft	Steel, AISI 1045 or S.S	Seal Flush Options	No External flush
Backplate/Seal Plate	Cast Iron, ASTM-A48, CL 30	Gaskets	Vegetable Fiber
Motor Bracket	Cast Iron, ASTM-A48, CL 30	Casing Bolts	Steel, Grade 5
Impeller	Stainless Steel, AISI-304	Impeller Cap Screw	Stainless Steel, AISI-316

* All materials based on STANDARD configuration



131G1549
FC-202P18KT2E66H2XGCXXXSXXXAXBXXXXX

Frequency converter
 FC-202P18KT2E66H2XGCXXXSXXXAXBXXXXX
 VLT® AQUA Drive FC-202
 (P18K) 18.5 KW / 25 HP, Three phase
 200 - 240 VAC, (E66) IP66 / NEMA 4X
 RFI Filter
 No brake chopper
 Graphical Loc. Cont. Panel
 Coated PCB, No Mains Option
 No A Option, No B Option
 No C1 option, No D option
 Frame: C1
 Other options according to Model code

Model code: FC-202P18KT2E66H2XGCXXXSXXXAXBXXXXX

Danfoss VLT® AQUA Drive is dedicated to water and wastewater applications. With a wide range of powerful standard and optional features, the VLT® AQUA Drive provides the lowest overall cost of ownership for water and wastewater applications.

[View Efficiency Data](#)

PRODUCT DETAILS

Gross weight		41.6 kg
Net weight		41 kg
Volume		188.19 l
EAN		5702427621428
VLT® AQUA DRIVE FC 200 SERIES		
Product Group	FC-	VLT® AQUA Drive FC-
Series	202	202
Power Rating	P18K	(P18K) 18.5 KW / 25 HP
Phase	T	Three phase
Mains Voltage	2	200 - 240 VAC
Enclosure	E66	(E66) IP66 / NEMA 4X
RFI Filter	H2	RFI Filter
Brake - Safe Stop	X	No brake chopper
LCP	G	Graphical Loc. Cont. Panel
Coating PCB	C	Coated PCB
Mains Option	X	No Mains Option
Adaptation A	X	Standard Cable Entries
Adaptation B	X	No adaptation
A Option	AX	No A Option
Software Release	SXXX	Latest release std. SW.
B Option	BX	No B Option
Software Language Pack	X	Standard Language Pack
C0 Option MCO	CX	No C0 option
C1 Option	X	No C1 option
C Option Software	XX	No software option

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Product Detail | FC-202P18KT2E66H2XGCXXXSXXXAXBXXXXDX

PRODUCT DETAILS

D Option	DX	No D option
Frame Size	C1	C1
Typecode Part 1	FC-202P18KT2E66H2XGC	
Typecode Part 2	XXXSXXXAXBXXXXDX	
Calculated Gross Weight	40.3	
Calculated Net Weight [kg]	40	
Continuous Current (HO) [A]	NV	
Continuous Current (HO) [A]	NV	
Continuous Current (NO) [A]	74.8	
Continuous Current (NO) [A]	NV	
Depth [mm]	310,0	
Depth with Option A/B [mm]	310,0	
Height [mm]	680,0	
Height w/ Regen/Loadshare [mm]	NV	
Intermittent Current (HO) [A]	NV	
Intermittent Current (HO) [A]	NV	
Intermittent Current (NO) [A]	82.3	
Intermittent Current (NO) [A]	NV	
kVA	26.9	
Material Gross Weight	41.6	
Material Net Weight	41	
Modelcode01	FC-202P18KT2E66H2XGC	
Modelcode02	XXXSXXXAXBXXXXDX	
Power 110% (NO) [KW]	18.5	
Power 150% (HO) [KW]	15	
Power 160% (HO) [KW]	NV	
Power 180% (HO) [KW]	NV	
Power Loss HO [W]	624	
Power Loss HO [W]	NV	
Power Loss NO [W]	737	
Power Loss NO [W]	NV	
Product Catalog	NO_VIEW	NO VIEW
Product View (Switch)	GLBL	Global (Standard)
Recommended Factory	ERR01	Cannot Determine Vendor
Vendor	ERR01	Cannot Determine Vendor
Width w/ no C options [mm]	308,0	

For Documents, Software, Visuals and more information, please use this link to visit the product page on Danfoss Product Store [🔗](#)

For more information, please use this link to visit the product page on Danfoss Product Store [🔗](#)

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134B6544

Real Time Clock D slot option MCB117

The VLT® Real-time clock option MCB 117 option provides advanced data-logging functionality to the following drives

VLT® HVAC Drive FC 102

VLT® Refrigeration Drive FC 103

VLT® Aqua Drive FC 202

VLT® Automation Drive FC 301/FC 302

Note: This option is compatible only with MK-II control cards & upto 90 KW supporting A,B & C Frames.

PRODUCT DETAILS

Gross weight	0.28 kg
Net weight	0.25 kg
Volume	3.549 dm ³
EAN	5710108898823

ACCESSORIES FC 100 SERIES

Power Rating		
P1K1		(P1K1) 1.1 KW / 1.5 HP
PK18		(PK18) 0.18 KW / 0.25 HP
P8K0		(P8K0) 8.0 KW
N6K0		(N6K0) 6.0 KW
P3K7		(P3K7) 3.7 KW / 5.0 HP
P5K5		(P5K5) 5.5 KW / 7.5 HP
N8K0		(N8K0) 8.0 KW
P2K2		(P2K2) 2.2 KW / 3.0 HP
P4K0		(P4K0) 4.0 KW / 5.5 HP
P3K0		(P3K0) 3.0 KW / 4.0 HP
P1K5		(P1K5) 1.5 KW / 2.0 HP
P6K0		(P6K0) 6.0 KW (For CDS803/303)
P18K		(P18K) 18.5 KW / 25 HP
N18K		(N18K) 18.5 KW / 25 HP
P7K5		(P7K5) 7.5 KW / 10 HP
P6K5		(P6K5) 6.5 KW
N6K5		(N6K5) 6.5 KW
N7K5		(N7K5) 7.5 KW / 10 HP
N22K		(N22K) 22 KW / 30 HP
P10K		(P10K) 10 KW
N10K		(N10K) 10 KW
P30K		(P30K) 30 KW / 40 HP
PK25		(PK25) 0.25 KW / 0.33 HP
P22K		(P22K) 22 KW / 30 HP
N90K		(N90K) 90 KW / 125 HP
N30K		(N30K) 30 KW / 40 HP
P37K		(P37K) 37 KW / 50 HP
P15K		(P15K) 15 KW / 20 HP
P75K		(P75K) 75 KW / 100 HP
N45K		(N45K) 45 KW / 60 HP
N55K		(N55K) 55 KW / 75 HP
N11K		(N11K) 11 KW / 15 HP
PK37		(PK37) 0.37 KW / 0.50 HP
N75K		(N75K) 75 KW / 100 HP

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PRODUCT DETAILS

PK75	(PK75) 0.75 KW / 1.0 HP
N37K	(N37K) 37 KW / 50 HP
N15K	(N15K) 15 KW / 20 HP
P55K	(P55K) 55 KW / 75 HP
P11K	(P11K) 11 KW / 15 HP
PK55	(PK55) 0.55 KW / 0.75 HP
P45K	(P45K) 45 KW / 60 HP

ACCESSORIES FC 103 SERIES

Power Rating

P90K	90 KW / 125 HP
P1K1	1.1 KW / 1.5 HP
PK18	0.18 KW / 0.25 HP
P5K5	5.5 KW / 7.5 HP
P3K7	3.7 KW / 5.0 HP
P4K0	4.0 KW / 5.5 HP
P2K2	2.2 KW / 3.0 HP
P3K0	3.0 KW / 4.0 HP
P1K5	1.5 KW / 2.0 HP
P18K	18.5 KW / 25 HP
P37K	37 KW / 50 HP
P15K	15 KW / 20 HP
P7K5	7.5 KW / 10 HP
P75K	75 KW / 100 HP
PK37	0.37 KW / 0.50 HP
P30K	30 KW / 40 HP
PK25	0.25 KW / 0.33 HP
PK75	0.75 KW / 1.0 HP
P55K	55 KW / 75 HP
P22K	22 KW / 30 HP
P11K	11 KW / 15 HP
PK55	0.55 KW / 0.75 HP
P45K	45 KW / 60 HP

For Documents, Software, Visuals and more information, please use this link to visit the product page on Danfoss Product Store [🔗](#)

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STAFF REPORT



DATE: 3/17/22

TO: Board of Directors

FROM: Barry Ross, District Administrator

SUBJECT: APPROVAL OF THE AGREEMENT WITH COMMON KETTLE, LLC TO HOLD THE ORANGEVALE FARMERS MARKET AT ORANGEVALE COMMUNITY CENTER PARK ON DESIGNATED THURSDAYS IN 2022

RECOMMENDATION

Approve the agreement with Common Kettle, LLC to hold the Orangevale Farmers Market at Orangevale Community Center Park on designated Thursdays in 2022.

BACKGROUND

Common Kettle, LLC began holding the Orangevale Farmers Market at the Orangevale Community Center Park in 2021 after several years having the market in the Dairy Queen parking lot. If approved, the opening day for 2022 would be May 5 and the final day would be October 27. The market is held in the parking lot and lawn area to the north of the Community Center building. In 2021, most of the market booths and features were held in the parking lot. Due to extreme heat, most of the market booths and features moved onto the lawn area during the final six weeks. In 2022, the majority of the booths and features are expected to be on the lawn area. The rental fee for the market has increased from \$50 per market evening to \$53.

RECOMMENDED MOTION

I move we approve the agreement with Common Kettle, LLC to hold the Orangevale Farmers Market at Orangevale Community Center Park on designated Thursdays in 2022.

**AGREEMENT TO HOST FARMERS MARKET
AT ORANGEVALE COMMUNITY CENTER PARK
2022**

THIS AGREEMENT is made and entered into as of this 10th day of February 2022, 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 5 – October 27, 2022 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 May 5, 2022 and shall end on October 28, 2022. 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 submit 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 RELATED PROVISIONS

A. INDEMNIFICATION

1. The RENTER shall indemnify, defend, and hold harmless DISTRICT, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the RENTER'S use or occupancy of a facility or property controlled by the DISTRICT, unless solely caused by the gross negligence or willful misconduct of DISTRICT, its officers, employees, or agents.

B. INSURANCE REQUIREMENTS

1. General liability insurance: The RENTER shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability.
 - a. Such insurance shall name DISTRICT, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The RENTER shall file certificates of such insurance with the DISTRICT, which shall be endorsed to provide thirty (30) days' notice to the DISTRICT of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the DISTRICT may deny access to the facility.
 - b. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the DISTRICT'S self-insurance pool.

- c. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the RENTER maintains higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to coverage for the higher limits maintained by the RENTER. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to DISTRICT.

C. COMPLIANCE WITH ALL APPLICABLE LAWS, RULES, & REGULATIONS

1. A RENTER shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
2. The RENTER agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
3. The 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, limits on the size of gatherings, use of appropriate sanitation practices, etc.
4. 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.

**EXHIBIT C to Agreement
between the ORANGEVALE 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: \$53.00 per Farmers Market evening plus a one-time \$1,000 Security Deposit for 2022.

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.

STAFF REPORT



DATE: 3/17/22

TO: Board of Directors

FROM: Barry Ross, District Administrator

SUBJECT: APPROVAL OF THE AGREEMENT WITH ORANGEVALE CHAMBER OF COMMERCE TO HOST A BEER & WINE GARDEN AT ORANGEVALE COMMUNITY CENTER PARK ON DESIGNATED THURSDAYS IN 2022

RECOMMENDATION

Approve the agreement with Orangevale Chamber of Commerce to host a Beer & Wine Garden at Orangevale Community Center Park on designated Thursdays in 2022.

BACKGROUND

With interest in attracting more people, or having people stay longer on Thursday evenings during the Farmers Market, the Orangevale Chamber of Commerce wishes to enter into an agreement to host a Beer & Wine Garden on Thursdays from 5-8pm. The first date of this rental would be May 5 and the final day would be October 27. Common Kettle, LLC (Orangevale Farmers Market) is in support of this agreement. The two renters would work in cooperation with each other and the District regarding the location of the Beer & Wine Garden. The Chamber of Commerce would be responsible for securing and abiding by the ABC permit, including providing onsite security, and having a designated area for the alcohol. The rental fee for the Beer & Wine Garden is \$25 per market evening.

RECOMMENDED MOTION

I move we approve the agreement with Orangevale Chamber of Commerce to host a Beer & Wine Garden at Orangevale Community Center Park on designated Thursdays in 2022.

**AGREEMENT TO A BEER & WINE GARDEN
AT ORANGEVALE COMMUNITY CENTER PARK
2022**

THIS AGREEMENT is made and entered into as of this 25th day of February 2022, 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 ORANGEVALE CHAMBER OF COMMERCE, 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 rental relationship to provide a Beer & Wine Garden at our park for legal and responsible adults to enjoy during the Thursday evening Farmers Market activities; and

WHEREAS, the DISTRICT desires to enter into agreement with RENTER to host a Beer & Wine Garden at Orangevale Community Center Park on Thursdays, May 5 – October 27, 2022 from approximately 5pm – 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 May 5, 2022 and shall end on October 28, 2022. 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

ORANGEVALE CHAMBER OF
COMMERCE
8897 Greenback Lane
Orangevale, CA 95662
Attn: Kim Bayne

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, public gatherings, and the sale and service of alcoholic beverages.

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 evening rental. 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 submit 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 rental 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 Beer & Wine Garden 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: _____
Kim Bayne, Executive Director

Date: _____

Date: _____

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EXHIBIT A to Agreement
between the ORANGEVALE RECREATION AND PARK DISTRICT,
hereinafter referred to as "DISTRICT",
and ORANGEVALE CHAMBER OF COMMERCE
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 Beer & Wine Garden on Thursdays from 5:00 pm to approximately 8:00 pm. Fees will be charged for alcoholic beverages.
- B. The RENTER is granted a revocable permit by the DISTRICT to use the property as specified herein. This permit does not create a property interest in RENTER and may be revoked at any time by DISTRICT with or without prior notice.
- C. 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.
- D. Cancellation of a Beer & Wine Garden 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 Beer & Wine Garden 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 Beer & Wine Garden in accordance with local, county and/or state health and safety regulations.
- B. RENTER shall provide a detailed Beer & Wine Garden Work Plan that includes:
- An Alcohol Management Plan including operational guidelines/rules for the Beer & Wine Garden (sales plan, method of serving, who will serve, how ID's are checked) as indicated in the Rental Application.
 - An Emergency and Safety Plan as indicated in Rental Application. This includes Security Guards provided by the RENTER that meet the standards required in the ABC permit.
 - RENTER location and an anticipated circulation pattern.
 - Trash and recycling plan. Trash disposal and clean-up must be provided by the RENTER.
 - Staffing Plan that includes a Manager onsite whenever alcohol is present.
 - Temporary 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.
 - Copy of ABC License/Permit
 - Certificate of Insurance (see Exhibit B)
- F. DISTRICT shall provide the following in support of the Beer & Wine Garden:
- Approved use of the property each Thursday from approximately 3:00 pm until 8:00 pm
 - Provide indoor restroom facilities for RENTER and customers, and maintenance of the restroom facilities
 - Access to parking for RENTER and patrons on rental dates.
 - Waste services in support of the Beer & Wine Garden as needed and mutually agreed to by both parties
 - Ongoing park maintenance.

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. RESERVED

VI. PERSONNEL

RENTER shall provide the organization, staffing and management of weekly Beer & Wine Garden. 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: Kim Bayne, Executive Director
(916) 672-7082 * kim@orangevalechamber.com

EXHIBIT B to Agreement
between the ORANGEVALE RECREATION AND PARK DISTRICT,
hereinafter referred to as "DISTRICT",
and ORANGEVALE CHAMBER OF COMMERCE
hereinafter referred to as "RENTER"

INSURANCE RELATED PROVISIONS

A. INDEMNIFICATION

1. The RENTER shall indemnify, defend, and hold harmless DISTRICT, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the RENTER'S use or occupancy of a facility or property controlled by the DISTRICT, unless solely caused by the gross negligence or willful misconduct of DISTRICT, its officers, employees, or agents.

B. INSURANCE REQUIREMENTS

1. General liability insurance: The RENTER shall procure and maintain, for the duration of the use period contemplated herein, commercial general liability insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability.
 - a. Such insurance shall name DISTRICT, its officers, employees, agents, and volunteers as additional insureds prior to the use of the facility. The RENTER shall file certificates of such insurance with the DISTRICT, which shall be endorsed to provide thirty (30) days' notice to the DISTRICT of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the DISTRICT may deny access to the facility.
 - b. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the DISTRICT'S self-insurance pool.

- c. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the RENTER maintains higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to coverage for the higher limits maintained by the RENTER. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to DISTRICT.

C. COMPLIANCE WITH ALL APPLICABLE LAWS, RULES, & REGULATIONS

1. A RENTER shall comply with all local, state, and federal laws and regulations related to the use of the facility, public gatherings, and the sale and service of alcoholic beverages.
2. The RENTER agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
3. The 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, limits on the size of gatherings, use of appropriate sanitation practices, etc.
4. 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.

**EXHIBIT C to Agreement
between the ORANGEVALE RECREATION AND PARK DISTRICT,
hereinafter referred to as "DISTRICT",
and ORANGEVALE CHAMBER OF COMMERCE
hereinafter referred to as "RENTER"**

BUDGET REQUIREMENTS

I. FEE SCHEDULE PAYMENT TO DISTRICT

The Total Minimum Payment Amount under this Agreement is:

- \$25.00 per rental date; plus
- a one-time \$1,000 Security Deposit for 2022.

The security deposit is for incidental damages or extra DISTRICT staff time required for park clean-up or repair due to Beer & Wine Garden. 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 Beer & Wine Garden will be allowed to continue.

II. RESERVED

III. WORK NOT IN SCOPE OF SERVICES

If either party (RENTER or DISTRICT) requests work to be performed that the other party believes is outside of the original scope of work covered by this Agreement, they shall immediately notify the other party in writing. If it is determined that said request is outside of the scope of work, such work shall not be performed unless and until both parties approve such request in writing and authorize an amendment to the Agreement 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

STAFF REPORT



DATE: 3/17/22

TO: Board of Directors

FROM: Jason Bain, Recreation Supervisor

SUBJECT: APPROVAL OF THE AGREEMENT WITH THE ALL EVENTS MANAGEMENT GROUP TO HOLD BOW WOW DAYS – A PETICULAR EVENT IN ORANGEVALE COMMUNITY PARK ON SEPTEMBER 24, 2022

RECOMMENDATION

Approve the agreement with All Events Management Group to hold Bow Wow Days – a Peticular Event in Orangevale Community Park on September 24, 2022.

BACKGROUND

Lisa Montes from AEMG, Inc. submitted a special event application to hold Bow Wow Days – A Peticular Event at the Orangevale Community Park. The event location will be around the walking path that surrounds the soccer field near the Filbert parking lot. The event is also requesting the non-exclusive use of the Horse Arena parking lot, the Oak Ave. gravel parking lot, and the Filbert Ave. parking lot. This event is a pet awareness event with demonstrations, info on pet care, pet adoptions, music, food, vendors, and crafts. This year the Orangevale Recreation and Park District will be a sponsor for this event. This event will run from 9am to 2pm on September 24. The fee for the event is \$1092.

RECOMMENDED MOTION

I move we approve the Agreement with All Events Management Group to hold Bow Wow Days – a Peticular Event in Orangevale Community Park on September 24, 2022, in Orangevale Community Park and authorize the District Administrator to execute the agreement.

PERMIT AGREEMENT

This Agreement is made and entered into this 17th day of March 2022, by and between Orangevale Recreation and Park District, a recreation and park district formed pursuant to California Public Resources Code Section 5780, et seq., a political subdivision of the State of California located in Sacramento County, hereinafter referred to as the "District", and Lisa Montes "All Events Management Group or AEMG", hereinafter referred to as the "Permittee".

RECITALS

WHEREAS, the District is the owner of certain real property located in the County of Sacramento, State of California known as Orangevale Community Park, located at 7301 Filbert Avenue, Orangevale, California, hereinafter referred to as the "Property"; and

WHEREAS, Permittee desires to use the Property for the Bow Wow Days – A Peticular Event, community special event for the public on September 24, 2022.

WHEREAS, District finds it is in the public interest to enter into this Permit Agreement with Permittee for the use of the Property.

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:

SCOPE OF PERMIT AND USE OF PROPERTY

1. District agrees to grant Permittee the non-exclusive right to use the Property for Bow Wow Days A Peticular Event, September 24, 2022 (the "Event") for attendance by the general public. Permittee shall also have exclusive use of the areas of the Property outlined in the Application for Use of Facilities (the "Application"), a copy of which is to be completed and attached hereto as Exhibit A and incorporated herein by this reference. Permittee shall have the right to impose reasonable rules and regulations to be observed by the general public to ensure the safety of the participants at said Event. Permittee agrees to comply with all District rules, regulations, and policies with respect to the use of the Property. Permittee is authorized to begin Event setup on Saturday, September 24, 2022, at 6am and is required to complete Event take-down and cleanup by Saturday September 24, 2022, at 5pm. Permittee is required to coordinate all activities with the District. Permittee agrees that the security deposit will be forfeited if Permittee fails to complete all cleanup of the Property by Saturday, September 24, 2022, at 5pm

Permittee shall cause the removal of any camper, truck, trailer and/or tents from the designated area and the Property no later than September 24, 2022, at 5pm. Under no circumstances shall Permittee and/or Permittee's exhibitors, concessionaires and/or officials have an open fire (wood fire, bonfire, campfire) on District property unless specifically authorized by the District in writing. In the event an open fire is made, Permittee shall cause the person and/or persons responsible to leave the Property immediately. Permittee shall assume responsibility for any and all injuries and/or damages which occurs and/or arises from the activities authorized under this Paragraph. District shall not assume any liability to Permittee, and/or any other person as a result of the activities authorized by this Paragraph. Permittee shall be responsible for notifying

any and all exhibitors, concessionaires, agents and/or officials that District shall have no liability for any and all injuries and/or damages which occur on the Property. Permittee shall require any person wanting to utilize the Property for camping purposes as authorized by this paragraph to sign a waiver in the form to be provided by District, the original of which shall be provided to District. Permittee understands and agrees that it assumes any and all liability for any personal injury and/or damages resulting from the use of the Property as provided for herein.

Permittee understands that members of the public frequently use Orangevale Community Park and that the Permit being granted is for non-exclusive use and must be shared with other members of the public. The District agrees, however, to not schedule any other events and/or activities on the Property for the dates of the Permit being granted herein.

Permittee agrees and understands that it accepts the Property in an as-is condition and is responsible for inspecting all areas within the Property and immediate surrounding areas for hazards and will take any necessary steps to protect Event participants and attendees until corrective/remedial measures are implemented.

Permittee's use of the Property is limited to those purposes and those activities specifically described in this Agreement. This Agreement is to be strictly construed according to its terms and no use of District Property for purposes or activities other than those specified herein is authorized hereby. Failure of Permittee to comply with this condition may result in revocation of this Agreement.

NATURE OF THE INTEREST GRANTED

2. It is specifically understood and agreed by the parties hereto that this Agreement does not convey any right, title, or interest in the Property to the Permittee other than as specifically stated herein for the purpose of using the Property for the Event and other uses stated in the Application. No relationship between the parties is intended to be created by this Agreement other than as specifically stated herein.

FEES

3. In consideration for the use of the Property as provided for herein, Permittee shall pay to the District a security deposit of five hundred dollars (**\$500.00**) (the "Deposit") no later than August 27, 2022. The Deposit shall be used to reserve the dates and pay for any damages associated with the terms of this Permit should said damages not be repaired by Permittee. The parties agree that the District can deduct the expense of repairing and/or replacing any property damage, claims and/or any other unpaid sums owed by Permittee under this Agreement from the Deposit with the balance returned to the Permittee within thirty (30) days of the last day of any repairs. Permittee shall forfeit all or a portion of the Deposit if the event is cancelled in accordance with the schedule set forth in Paragraph 4 below. The District shall provide a detailed itemized list of all deductions from the Deposit to the Permittee.

As further consideration for the use of the Property, Permittee shall pay to the District a rental fee of six hundred sixty seven dollars (**\$1092**) (the "Rental Fee") no later than May 28, 2022.

If the event is cancelled for any reason within ninety (90) days prior to the scheduled date, the District agrees to refund any monies paid by Permittee as follows:

Within 89 to 60 days prior to the event, 50% of the Deposit
Within 59 to 30 days prior to the event, 25 % of the Deposit
Within 29 to 1 days prior to the event, 0% Deposit.

CHARGES BY PERMITTEE

4. Permittee shall have the right to charge members of the public for parking in the areas designated for Permittee's exclusive use under this Permit. Permittee shall not charge any member of the public utilizing those portions of the Property for which Permittee is given non-exclusive use.

OBLIGATIONS OF DISTRICT

5. Provided Permittee has paid all fees required under this Agreement, complied with all of the requirements and is not in breach thereof, District understands and agrees to do the following:

a. District agrees to provide for the non-exclusive use of the Property, including the pavilion, restrooms, and parking facilities, and exclusive use of those facilities specifically identified in the Application.

b. District shall furnish Permittee with electrical and water usage within the capacity of the District's facilities, for the Event from September 24, 2022 only.

c. District shall ensure that at least one (1) staff member will be available within a thirty (30) minute response time to assist with park maintenance emergencies throughout the set-up and for the duration of the event.

d. District shall adjust all irrigation settings for the Property authorized for use by Permittee to accommodate the event.

e. District shall refer all participant inquiries for the Event to Permittee.

OBLIGATIONS OF PERMITTEE

6. Permittee understand and agrees to do the following:

a. Permittee shall attend a pre-event inspection walk-through which will take place on Friday, September 23, 2022, with the District's representatives and the post-event inspection walk-through that will take place on Monday, September 26, 2022 to determine pre and post event facility conditions and damage.

b. Permittee agrees and understands that it shall reimburse the District for the repair of any area of the Property or its surrounding areas which is damaged or diminished in value by or related to operations or activities under this Permit, and shall pay for the District to restore the area, to the condition existing immediately prior to the commencement of the Permittee's operations under this Permit, excepting normal wear and tear of turf areas. District shall provide an itemized list of any such damages or repairs resulting from the event, within five (5) days from the Event's final walk-through on Monday, September 26, 2022. Permittee will have the opportunity to make the necessary repairs outlined by the District in a time frame approved by the District.

c. Permittee shall provide District with a proposed layout for the Event no later than August 26, 2022, for review by the District. Any feedback on the layout for the Event shall be given no later than August 29, 2022. Permittee agrees to make any modifications and/or revisions to the layout for the Event if indicated by the District that such modification and/or revision is necessary for the safety of the public and/or District property. Any modifications to the layout after approval shall be submitted in writing and approved by District. Permittee shall remain responsible for the layout and ensure the safety of participants and/or attendees of the Event, the general public, District employees and property, and District shall not assume any such liability as a result of approving any layout. Permittee shall also provide District with an emergency notification list.

d. Permittee agrees and understands that it has the sole responsibility at all times to be knowledgeable about, fully understand, and to meet or exceed, at its own cost and expense, all local, state and federal codes, laws, policies, and regulations associated with the Event including but not limited to the provisions of the California Department of Alcoholic Beverage Control, Sacramento Metropolitan Fire District, Sacramento County Environmental Management Department, Sacramento County Sheriff's Department, and Sacramento County Health Officer. Permittee shall file copies of all permits (and records of subsequent inspections) with the District at least one (1) week prior to the Event (or within one (1) hour of on-site inspections during the Event).

e. Permittee agrees and understands that it shall bear any and all costs, fees, charges or expense of any and all permits, applications, operations and/or activities under or related to this Permit and the Event, and District shall not be liable and/or responsible for any cost, fee, charge or expense associated therewith.

f. Permittee shall be responsible for providing adequate security for property, vehicles, participants, workers, and equipment, which are participating in the Event during the

period of this Permit. Permittee's security arrangements and operations shall be coordinated and approved by District (plan must be submitted to District's representative one month prior to the Event). Permittee understands and agrees that District's approval of any security plan for the Event does not relieve Permittee from any and all liability therefore, and further does not transfer any liability resulting from the Event to District.

g. Permittee shall be responsible for furnishing sufficient personnel and equipment for traffic and crowd control and comply with any and all laws, rules and regulations that are applicable thereto.

h. Permittee shall provide, at its own expense, portable restrooms, medical, first aid facilities and personnel, and potable water, as are deemed necessary by the County of Sacramento Environmental Health Department, the Sacramento Metro Fire District, and the District to accommodate the expected number of people. Permittee shall comply with all laws, rules and regulations governing the number and types of facilities, and any and all other rules and regulations required to address the above needs. Permittee shall file Material Data Safety Sheets (MSDS) for all cleaning agents requiring specifications with the District at least one (1) month prior to the event. The plan to accommodate this section shall be submitted to the District for approval no later than Friday, August 27, 2021. Permittee agrees to provide the necessary number of portable restrooms as specified by the County of Sacramento Environmental Management Department. Permittee shall provide for stocking and cleaning of each portable restroom on an hourly basis during the event and pumping of portable restrooms that meets the County of Sacramento Environmental Management Department requirements and any other laws, rules and/or regulations.

i. Permittee shall ensure that all designated fire access and gates remain clear and accessible throughout the Event and use of the Property by Permittee.

j. Permittee understands and agrees that all costs, fees, charges and expenses related to or incurred as a result of the use of the Property by the Permittee, its exhibitors, concessionaires, invitees and/or officials; and, any and all costs, fees, charges and expenses related to or incurred for emergency services as a result of the Event which are provided by District, the County of Sacramento or other public safety agencies; and, all costs, fees, charges and expenses related to or incurred as a result of the exercise of District's right and commitment to construct, maintain and remove temporary facilities shall be borne solely by the Permittee.

k. Permittee shall pay, and hold District and its property free and harmless from, any and all of the following: (a) charges and fees for the furnishing of utilities (existing electricity excepted) to the Event during the term of this Agreement; (b) all sales and use taxes levied on transactions at the Event; (c) all taxes, assessments and other charges, if any, levied or imposed by any governmental entity on any personal property placed by Permittee in, on or about the Property; and (d) all real property taxes, assessments and standby charges, if any, levied or assessed against the Property by a governmental entity as a result of Permittee's use and occupation of the Property and/or any taxable possessory interest created by this Agreement. All such fees, charges, taxes and assessments shall be paid as they become due and payable, but in any event before they become delinquent.

l. Permittee, at its sole cost and expense, shall maintain the Property in good, safe, clean, attractive and sanitary condition and repair, and shall repair all damage resulting from use of the Property (excepting normal wear and tear of turf areas) by Permittee or Permittee's employees, agents, contractors, concessionaires, guests or invitees.

m. Permittee acknowledges receipt of a copy of the District's Park Ordinance which specifies the rules and regulations governing use of District Property and facilities. Permittee agrees to comply with the District's Ordinance concerning the activities permitted to be undertaken on District Property and the use thereof as specified in the District's Park Use Ordinance.

n. Permittee agrees that it shall not use the Property in any manner that will constitute a waste, nuisance or unreasonable annoyance, provided that it is mutually understood and agreed that the use for the Event as described in this Agreement and for other uses consistent with such activity will in no event be deemed by the District to violate this prohibition against nuisance and/or unreasonable annoyance.

INDEMNIFICATION

7. This Agreement is made upon the express condition that the District is to be free from any and all liability and claims for damage by reason of any injury to any person or persons, including Permittee, its agents, employees, concessionaires, exhibitors, invitees and/or officials, or by reason of any injury to property of any kind whatsoever, and to whomever belonging, including Permittee, its agents, concessionaires, exhibitors, officials, invitees and employees, from any cause or causes whatsoever, in, upon or in any way connected with the Property or any use hereunder.

Permittee shall and hereby agrees to defend and indemnify District and save District, its board of directors, officers, employees and agents harmless from and against all claims, liability, losses, damages, expenses, causes of action, suits or judgments, together with any and all costs or expenses connected with the investigation or defense thereof, including legal fees, by reason of or resulting from: (a) the use, operation, condition, or management of the Property, the Event and/or any temporary structures constructed on the Property; (b) the performance of, or failure to perform any obligations of this Agreement by Permittee, or any concessionaire, exhibitor, official, agent or employee of Permittee; (c) any alleged negligent act or omission of Permittee, or Permittee's employees, concessionaires, exhibitors, officials, invitees, agents, or contractors in connection with any acts performed or required to be performed by Permittee pursuant to this Agreement; and (d) the construction or installation of any temporary structures on the Property. This indemnification shall not apply to the extent that any claim is adjudicated as arising from the sole negligence or willful misconduct of District, its officers, directors, agents or employees.

It is understood and agreed that the indemnification obligations created by this Agreement shall survive the termination of the Agreement.

INSURANCE

8. Permittee shall carry and maintain during the life of this Agreement such public liability, property damage, and contractual liability insurance, as well as fire and Worker's Compensation insurance as specified below:

a. Public liability, property damage and contractual liability insurance. Permittee agrees that it shall, at all times during the term of this Agreement, furnish public liability and property damage insurance which includes, but is not limited to, personal injury, property damage, losses relating to independent contractors, products and equipment, explosion, collapse and underground hazards in the minimum amount of not less than \$1,000,000.00 for personal injuries as a result of any one occurrence on account of liability and a limit of not less than \$500,000.00 for property damage.

The public liability and property damage insurance furnished by Permittee shall also name the District as an additional insured and shall directly protect, as well as provide for the defense of the District, its officers, agents and employees, as well as Permittee, and Permittee's subcontractors, suppliers, agents, invitees, concessionaires, exhibitors, officials and employees, from all suits, actions, damages, losses or claims of every type or description to which they may be subjected by reason of, or resulting from Permittee's operations on the Property pursuant to this Agreement and all insurance policies shall so state. Said insurance shall also specifically cover the contractual liability of Permittee. Said insurance shall also specify that it acts as primary insurance. Said insurance shall also insure performance by Permittee of the indemnity provisions of this Agreement.

Permittee further agrees that it will, at all times during the term of this Agreement, at its own cost and expense, obtain and keep in full force and effect naming both Permittee and District as insureds thereunder, fire, windstorm and extended coverage insurance in an amount equal to the actual replacement cost of all of Permittee's personal property and equipment utilized by Permittee in utilizing the Property pursuant to this Agreement.

b. Worker's Compensation Insurance. Permittee shall carry full worker's compensation insurance coverage for all persons employed, either directly or through contractors, in utilizing the Property as contemplated by this Agreement, in accordance with the Worker's Compensation Act contained in the Labor Code of the State of California.

By execution of this Agreement, Permittee certifies as follows:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code. I will comply with such provisions before commencing the performance of the work of this contract.

As part of the execution of this Agreement, Permittee agrees to furnish to the District a certified copy of the insurance policies that it has taken out for public liability,

property damage and worker's compensation insurance set forth above for the period covered by this Agreement, or a certificate of such insurance. All insurance is to be placed with insurers with a current A.M. Best rating A:VII or better unless otherwise accepted in writing by District. Said certified policies of insurance or said certificates of insurance shall be furnished to the District prior to commencing the services contemplated by this Agreement. Each such certified policy or certificate of insurance shall bear an endorsement precluding the cancellation or reduction in coverage of any such policy before the expiration of thirty (30) days after the District shall have received written notification of such a cancellation or reduction.

Should Permittee fail to obtain and keep in force the insurance coverage hereinabove required, the District shall have the right to cancel and terminate this Agreement forthwith and without regard to any other provisions of this Agreement.

ASSIGNMENT OF AGREEMENT

9. Permittee shall have no right, authority or power to assign, sell or transfer this Agreement, or any right or privilege arising under this Agreement. Permittee agrees that it shall have no right, authority or power to allow or permit any other person or party to have any interest in or use any portion of the District's facilities and/or the Property. However, Permittee may allow concessionaires to enter upon the Property for the performance of functions and services within the scope of the uses allowed to Permittee under the provisions of this Permit. To avoid uncontrolled vending of merchandise during the period of this Permit, only those tenants having an agreement with the District, and concessionaires, exhibitors and salespersons having written agreements with Permittee, shall be allowed to sell to the public on the Property.

DEFAULT

10. The occurrence of any of the following events, may, at District's election, constitute a default by Permittee under the terms of this Agreement:

a. Failure to abide by any and all laws, rules and regulations of the District, County of Sacramento, Sacramento Metropolitan Fire District, and/or any other regulatory agencies regarding the use and operation of the Property and other District facilities,

b. The issuance of an injunction by any court of competent jurisdiction restraining the use of the site for any of the purposes for which Permittee or the District is authorized;

c. The filing by Permittee of a voluntary petition in bankruptcy or institution of proceedings in bankruptcy against Permittee and/or the adjudication of Permittee as being bankrupt pursuant to such bankruptcy proceedings;

d. The appointment of a receiver of Permittee's assets, which results in a liquidation of Permittee's business;

e. The general assignment of this Permit by Permittee for the benefit of creditors;

f. Failure to perform any provision of this Agreement, including the failure to maintain the insurance required by the terms of this Agreement.

In the event of any such default, the District shall have the following rights and remedies, in addition to any rights and remedies now or hereafter provided by law. All such remedies are cumulative and may be exercised concurrently or separately.

Upon default by Permittee, the District can terminate the right of Permittee to possession of its facilities at any time. Upon termination, Permittee shall immediately surrender and vacate District facilities occupied by it. The District may immediately reenter and take possession of the Property. Termination of the Agreement under this paragraph shall not relieve Permittee from its obligations to indemnify the District as set forth above.

HAZARDOUS SUBSTANCES

11. Permittee shall not place and/or utilize any hazardous substances on the Property unless authorized to do so by the District. Pursuant to Health and Safety Code section 25359.7, Permittee shall notify District in writing within a reasonable time of any material release of hazardous substances and of any hazardous substances that have come to be located on or beneath the site.

12. Prior to the expiration of this Permit, Permittee shall at its sole expense remove all items of personal property, including but not limited to all flammable and hazardous materials and wastes as defined by state or federal law at the time of expiration of the Permit.

13. Permittee shall make available for inspection to the District all records relating to the maintenance, release, mitigation, and cleanup of any hazardous substances on the leased premises.

14. Permittee shall comply with all federal, state and local laws and regulations relating to hazardous materials and wastes and shall timely comply with the orders of any governmental agencies relating thereto.

15. District, and its authorized employees, officers and agents, and local law enforcement personnel shall have the right to enter the property at any time to inspect the premises.

CANCELLATION BY PERMITTEE

16. Permittee may cancel this Permit and terminate all of its obligations at any time subsequent to the commencement of the term upon the breach of District of, or its failure to perform, any of the covenants or agreements contained in this Permit and the failure of District to remedy any breach for a period of five (5) days after receipt of written notice from Permittee of the existence of such breach. District shall not be considered to be in breach of this Agreement during any period of major construction activity on the Property site taking more than fifteen (15) days to complete, if District can institute temporary measures to lessen the effect of such construction on the Permittee.

INCLEMENT WEATHER POLICY

17. The District reserves the right to cancel or suspend outdoor facility use due to current or forecasted weather or environmental concerns that pose a threat to the safety of Event participants or the grounds of the facility. The District Administrator or designated representative shall have the authority to close any park grounds. Certain park areas and facilities can withstand adverse weather better than others. A common sense approach will be taken, depending upon the rental area and the specific weather conditions. In matters of weather/environmental concerns, the Permittee and a District representative will discuss to clarify if the rental can be held in a safe manner, with the District having the final decision. As of 2022, if the District receives a total of 1.5" of rain, it will close outdoor park rentals to prevent damage to grounds. The District allows 48 hours of drying time to reopen most grounds. Athletic fields often require additional drying time.

NOTICE

18. Service of Notice.

Any notice to or demand upon Permittee or District required or permitted to be made under the provisions of this Agreement or any provisions of law, shall be given or made by registered mail, postage prepaid and addressed as follows until changed:

Orangevale Recreation and Park District
6826 Hazel Avenue
Orangevale, CA 95662

AEMG, INC
Lisa Montes
6129 Rich Hill Drive
Orangevale, CA 95662

NEGATION OF PARTNERSHIP

19. Permittee shall not become or be deemed a partner or joint venture with District by reason of the provisions of this Agreement.

WAIVER

20. The failure or omission by District to terminate this Agreement for any violation of its terms, conditions or agreement shall in no way bar, stop or prevent District from terminating this Agreement therefore, either for such, or for any subsequent violation of any such term, condition or covenant. The acceptance of any fees hereunder shall not be or be construed to be a waiver of any breach of any term, covenant or condition of this Agreement.

MISCELLANEOUS PROVISIONS

21. In the event of any litigation between the parties hereto arising out of this Agreement or in connection with the Property used by Permittee pursuant to the terms of this Agreement, the prevailing party shall be entitled to recover a reasonable sum and as for attorney fees, which shall be added to and become a part of any judgment therein.

22. This instrument contains all of the agreements and covenants made between the parties to this Agreement and may not be modified orally or in any other manner than by agreement in writing signed by all the parties to this Agreement or their respective successors or assigns. Any such amendment or modification shall be attached to this Agreement.

23. This Agreement shall be governed by the laws of the State of California. This Agreement constitutes the entire agreement between the parties regarding its subject matter. If any provision in this Agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

24. This Agreement shall inure to the benefit of and bind any and all successors and assigns of the parties.

25. Both parties represent, covenant and warrant that they have full authority to enter into and execute this Agreement.

IN WITNESS WHEREOF, Orangevale Recreation and Park District has caused this Agreement to be executed on its behalf by the chairperson and clerk of its board of directors, and the Permittee has caused this Agreement to be executed on its behalf by its president the day and year first above written.

**ORANGEVALE RECREATION AND
PARK DISTRICT**

**ALL EVENTS MANAGEMENT GROUP
LISA MONTES**

By _____
Barry Ross, District Administrator

By _____
Lisa Montes, AEMG, INC President



Orangevale Recreation & Park District

6826 Hazel Avenue Orangevale, CA 95662
 Phone (916) 988-4373 * Fax (916) 988-3496 * info@ovparks.com

District Use Only
Booking #: <u>2047</u>
Appl. Date: _____

SPECIAL EVENT RENTAL APPLICATION

Please fill out this form completely and submit with payment to the Orangevale Recreation & Park District office. Applications must be received no less than two weeks prior to your event and no more than one year in advance. It is understood that this application is only a request for facility use. Submitting this application in no way indicates approval for use of District facilities.

RENTAL CUSTOMER

Name of Applicant: LISA MONTES
 Address: 6129 RICH HILL DRIVE City/State/Zip: ORANGEVALE CA 95662
 Phone #: 9165326069 Email: LISA@ALLEVENTSPLUS.NET
 Sponsoring Organization/Company: ALL EVENTS MANAGEMENT GROUP
 Authorized Organization Representative: LISA MONTES

To reserve on behalf of a company or organization, you must provide the District with a signed letter of authorization on official letterhead, granting you the right to act on the group's behalf.

Type of Organization: Non Profit Private Corporation Other _____

If your organization is a non-profit group, please enter non-profit [501 (c) 3] ID #: _____

Organization Web Site: bowwowdays.com Organization Email: info@bowwowdays.com

Name of Event Organizer (if different from applicant): SAME

Alternate Contact Name: _____ Phone/Email: _____

FACILITY REQUESTED

- Orangevale Community Center - 6826 Hazel Avenue
 - Field Area
- Orangevale Community Park - 7301 Filbert Avenue
 - Disc Golf Course
 - Oak & Filbert Area
 - Pavilion & Stage Area
 - Stone Amphitheater
 - Horse Arena

Other Facility: AREA WHERE POW WOW DAYS IS HELD

EVENT INFORMATION

Event Name: BOW WOW DAYS - A PETICULAR EVENT

Event Date(s): September 24, 2022 Day(s) of week: M T W Th F Sat Sun

Event Time(s): Must include an adequate amount of time for set up and clean up of the facility.

Set up time		Event time		Clean up time	
From:	6 <input checked="" type="checkbox"/> am <input type="checkbox"/> pm	From:	9 <input checked="" type="checkbox"/> am <input type="checkbox"/> pm	From:	2 <input type="checkbox"/> am <input checked="" type="checkbox"/> pm
To:	8:30 <input checked="" type="checkbox"/> am <input type="checkbox"/> pm	To:	2 <input type="checkbox"/> am <input checked="" type="checkbox"/> pm	To:	5 <input type="checkbox"/> am <input checked="" type="checkbox"/> pm

Type of Event: Concert Festival Celebration Run/Walk Other COMMUNITY PET EVENT

Purpose of Event: BRING AWARENESS TO PET NEEDS - ADPTIONS, CARE, AND DEMONSTRATIONS

Overall Estimated Attendance: 500 over 500 Daily _____ Adults 400 Children 100

Has this event been produced before? Yes No If yes, previous attendance: _____

If yes, list previous name, date and location of event: SAME

EVENT INFORMATION cont'd

Description of Event - Provide a detailed description of your event (i.e. list activities, entertainment, and vendors, special equipment and structures, etc. You may attach additional pages or materials as needed.
THIS WILL BE A PET AWARENESS EVENT. DEMONSTRATIONS, PET CARE, PET ADOPTIONS, MUSIC, FOOD, VENDORS AND CRAFTS.

How does the community of Orangevale benefit from this event?
Community will have the opportunity to connect with resources pertaining to the well being and care of thier favorite pet. Wander through dozens of animal rescue groups, adopt a pet, eat, shop, and enjoy the animal exhibitors and exhibitions and more!

Is this a Public or Private event? Public Private Other _____

If public, please give name, phone number and website for public event information: same as organizer

Will a charge, fee, or donation be collected for this event?..... Yes No

If yes, for what purpose will the proceeds be used? Financial Gain Charity Fundraiser Cost of Event

Please list the type (i.e., admission, food charge) and amount of charge:

Admission is free, both space and sponsorship will be solicited to contribute the cost of the event and proceeds will benefit animal outreach programs

Will there be religious, political, or union activities?..... Yes No

Will food be served at the event? Yes No

If yes, and you are using a caterer, please list caterer's name and phone # Food trucks

Will alcohol be served or sold at your event? Yes No

If yes, please list the time alcohol will be served _____ in a specific designated area

Will you be bringing any apparatus, equipment, or additional tables and chairs to your event?..... Yes No

If yes, please list sound, tables, chairs and shade umbrellas

At your event, will there be a Live Band Recorded Music Public Address DJ

INSURANCE REQUIREMENTS

The District requires all facility users to provide a Certificate of Insurance in the amount of \$500,000 in liability coverage, with the Orangevale Recreation and Park District named as additionally insured. You may provide your own insurance or purchase special event insurance through the District. The Horse Arena insurance requirement is \$2,000,000.

I will provide my own insurance. I wish to purchase insurance from the District.

STATEMENT OF RESPONSIBILITY FOR LIABILITY OR DAMAGE/RECEIPT OF RULES & REGULATIONS

User agrees to be solely responsible for any and all claims, loss, damages, costs and expenses, including attorneys' fees, arising out of or resulting from any injury to persons or damage to property which arise out of its use of the District's facilities. User agrees to defend, indemnify and hold harmless the District, its officers, agents, employees and volunteers against any and all such claims, demands, causes of action, suits and expenses, arising out of or resulting from its use of the District's facilities.

I, (group representative), the undersigned, have received the rental policies and procedures; and have read and hereby agree to abide by all rules and regulations.

CUSTOMER SIGNATURE: _____ DATE: 10.22.2021

REVIEWED BY OVPARKS REPRESENTATIVE: _____ DATE: 12/1/21

SUPPLEMENTAL SPECIAL USE APPLICATION

A Supplemental Special Use Application will be required if your event plans to have any of the following: a) over 200 participants, b) amplified music, c) alcohol sales, d) food sales, or e) participant entry fee. Complete this application, attach any necessary supplemental information and submit to the District Office located in the Orangevale Community Center at 6826 Hazel Avenue, Orangevale CA 95662. Application must be submitted at least twelve (12) weeks in advance of the date requested. Submission of this application does not constitute approval of use, and no advertising of the event should occur until written approval is obtained.

EVENT NAME: same as page 1 _____

Set-Up – List below the days/dates needed to set up the event.

Day 1: Day of Week _____ Date _____ Start Time _____ End Time _____
 Day 2: Day of Week _____ Date _____ Start Time _____ End Time _____

Event Dates – List below the days/dates of the event.

Day 1: Day of Week _____ Date _____ Start Time _____ End Time _____
 Day 2: Day of Week _____ Date _____ Start Time _____ End Time _____
 Day 3: Day of Week _____ Date _____ Start Time _____ End Time _____
 Day 4: Day of Week _____ Date _____ Start Time _____ End Time _____

Tear-Down Dates – List below the days/dates needed to tear-down the event.

Day 1: Day of Week _____ Date _____ Start Time _____ End Time _____
 Day 2: Day of Week _____ Date _____ Start Time _____ End Time _____

EVENT SITE PLAN/MAP

Attach a detailed site plan/map of the event layout including locations of vendors, equipment, activities, parking, etc. The site plan should be submitted on 8 1/2" x 11" or 8 1/2" x 14" white paper. Please indicate a directional sign showing north. Include a key if you use symbols denoting event areas.

EVENT ACTIVITY PLAN

Check all activities that apply and items used in conjunction with those activities that will be at your event. Please mark the location of these activities and items on your Site Plan/Map.

Entertainment

<input checked="" type="checkbox"/> Amplified Music – Live	Hours – Start 10am	End 1pm
<input type="checkbox"/> Amplified Music – Recorded	Hours – Start _____	End _____
<input type="checkbox"/> Carnival Booths/Rides	Hours – Start _____	End _____
<input type="checkbox"/> Other _____	Hours – Start _____	End _____

Sporting Activities

<input type="checkbox"/> Type _____	Hours – Start _____	End _____
<input type="checkbox"/> Type _____	Hours – Start _____	End _____

Vendors

- Food & Non Alcoholic Beverages.....County of Sacramento Environmental Health permit
- Merchandise.....Must follow local & state laws
- Alcoholic Beverages.....Requires ABC & District permit and security

Equipment

Use of tents, temporary structures, staging, portable seating, fencing, portable generators subject to Sacramento Metro Fire District inspection & permit.

<input type="checkbox"/> Stage(s)	<input type="checkbox"/> Dance Floor(s)	<input type="checkbox"/> Portable Seating
<input type="checkbox"/> Fencing	<input checked="" type="checkbox"/> Tents & Canopies	<input checked="" type="checkbox"/> Portable Hand Wash Station
<input type="checkbox"/> Electrical Generators	<input type="checkbox"/> Portable Restrooms	<input type="checkbox"/> Other

- Animals on event grounds – Petting zoo, pony rides, horses, etc Explain: Adoptions agency and demonstrations
- Vehicles on event grounds – car show, etc Explain:
- I request overnight camping. Explain:
- Public Address, Microphone, Loud Speaker(s) just announcement from stage - music
- I request access to an Orangevale Recreation & Park District water source
- I request access to an Orangevale Recreation & Park District electric source

SUPPLEMENTAL SPECIAL USE APPLICATION - Cont'd

ALCOHOL MANAGEMENT PLAN

If your event is serving OR selling alcohol, please describe your plan for managing alcohol at your event on a separate sheet and attach to this application. Include in your description your sales plan (cash, tickets), method of serving, who will serve the alcohol (professionals, volunteers), number of service locations, how ID's will be checked, how you will monitor underage drinking, and if you have an alcohol sponsor(s).

PARKING & TRAFFIC MANAGEMENT PLAN

Please describe your plan for parking and traffic control for your event. Your traffic plan may need review by the Sacramento County Sheriff's Department and/or the California Highway Patrol. Please indicate parking locations and traffic flow control on your site plan.

SANITATION, WASTE & UTILITY PLAN

You are responsible for properly disposing of all waste and garbage throughout the term of your event. Immediately upon conclusion of the event, the area must be returned to a clean condition. Please describe your plan for waste collection and removal. You are required to provide restroom accommodations for event attendees. Depending on the size and location of your event, you may need to rent portable restrooms. You may also be required to provide hand washing stations. Please describe your plan for providing these items.

STAFFING PLAN

Please describe your plan for staffing your event. Include in your description the number and type of staff at your event.

EMERGENCY AND SAFETY PLAN

Please describe your plan for handling emergencies at your event. Include in your description provision for security guards, on-site medical treatment (first aid station or ambulance), and evacuation plan in an emergency. Also include your plan for addressing accessibility to your event for persons with disabilities.

EVENT MARKETING PLAN

Please ensure that you have event approval before you begin to market, advertise or promote your event. Please describe your plan for marketing your event, once you have approval. Please include radio, television, and other media you will be utilizing and if you plan on placing signs or banners on District property.

NOTIFICATION PLAN

An event can change the normal flow of residential and business activity potentially causing a negative impact to the surrounding community. As the event organizer, you are responsible for providing notification of the Event and any possible disruption of traffic which could occur in the surrounding neighborhood to all necessary regulatory agencies, businesses and residences within four (4) blocks of the Event at least one (1) month prior to the Event. Such notification shall be by mail or personal delivery and provide District with written proof that such notifications have been made. Please describe your plan for handling notification.

STATEMENT OF RESPONSIBILITY FOR LIABILITY OR DAMAGE/RECEIPT OF RULES & REGULATIONS

User agrees to be solely responsible for any and all claims, loss, damages, costs and expenses, including attorneys' fees, arising out of or resulting from any injury to persons or damage to property which arise out of its use of the District's facilities. User agrees to defend, indemnify and hold harmless the District, its officers, agents, employees and volunteers against any and all such claims, demands, causes of action, suits and expenses, arising out of or resulting from its use of the District's facilities.

I, (group representative), the undersigned, have received the rental policies and procedures; and have read and hereby agree to abide by all rules and regulations.

CUSTOMER SIGNATURE: _____

DATE: 10.22.21

REVIEWED BY OVPARKS REPRESENTATIVE: _____

DATE: 12/1/21

Submit

STAFF REPORT



DATE: 3/17/22

TO: Board of Directors

FROM: Jason Bain, Recreation Supervisor

SUBJECT: APPROVAL OF THE AGREEMENT WITH THE ALL EVENTS MANAGEMENT GROUP TO HOLD ORANGEVALE'S SUMMER PALOOZA EVENT IN ORANGEVALE COMMUNITY PARK ON JUNE 17 TO 19, 2022

RECOMMENDATION

Approve the agreement with All Events Management Group to hold Orangevale's Summer Palooza in Orangevale Community Park on June 17 to 19, 2022.

BACKGROUND

Lisa Montes from AEMG, Inc. submitted a special event application to hold Orangevale's Summer Palooza at the Orangevale Community Park. The Orangevale Summer Palooza event is looking to bring back the spirit of the Orangevale Town Fair. This event will host live music, carnival booths and rides within a fenced in area. The equipment utilized during this event will include carnival rides, stage, fencing, electrical generators, lights, tents, canopies, portable restrooms, and sound equipment. This event will be utilizing the District's electrical hook-ups and water. The expected attendance for this three-day event is 10,500 people.

The fee for the event is \$2,362.

RECOMMENDED MOTION

I move we approve the Agreement with All Events Management Group to hold Orangevale's Summer Palooza in Orangevale Community Park on June 17 to 19, 2022, and authorize the District Administrator to execute the agreement.

PERMIT AGREEMENT

This Agreement is made and entered into this 17th day of March 2022, by and between Orangevale Recreation and Park District, a recreation and park district formed pursuant to California Public Resources Code Section 5780, et seq., a political subdivision of the State of California located in Sacramento County, hereinafter referred to as the "District", and the All Events Management Group, hereinafter referred to as the "Permittee".

RECITALS

WHEREAS, the District is the owner of certain real property located in the County of Sacramento, State of California known as Orangevale Community Park, located at 7301 Filbert Avenue, Orangevale, California, hereinafter referred to as the "Property"; and

WHEREAS, Permittee desires to use the Property for the *Orangevale's Summer Palooza* community special event for the public on June 17 – June 19, 2022

WHEREAS, District finds it is in the public interest to enter into this Permit Agreement with Permittee for the use of the Property.

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:

SCOPE OF PERMIT AND USE OF PROPERTY

1. District agrees to grant Permittee the non-exclusive right to use the Property for Orangevale's Summer Palooza June 17 – June 19, 2022 (the "Event") for attendance by the general public. Permittee shall also have exclusive use of the areas of the Property outlined in the Application for Use of Facilities (the "Application"), a copy of which is to be completed and attached hereto as Exhibit A and incorporated herein by this reference. Permittee shall have the right to impose reasonable rules and regulations to be observed by the general public to ensure the safety of the participants at said Event. Permittee agrees to comply with all District rules, regulations, and policies with respect to the use of the Property. Permittee is authorized to begin Event setup on Sunday, June 12, 2022, and is required to complete Event take-down and cleanup by Monday, June 20, 2022, at 5:00 p.m. Permittee is required to coordinate all activities with the District. Permittee agrees that the security deposit will be forfeited if Permittee fails to complete all cleanup of the Property by Monday, June 20, 2022, at 5:00 p.m.

Permittee shall be entitled to authorize the use of tents, camper trucks and trailers by exhibitors, concessionaires, and Permittee's officials from June 12 – June 20, 2022, in an area designated by Permittee and the District. Permittee shall cause the removal of any camper, truck, trailer and/or tents from the designated area and the Property no later than June 20, 2022 at 5:00 p.m. Under no circumstances shall Permittee and/or Permittee's exhibitors, concessionaires and/or officials have an open fire (wood fire, bonfire, campfire) on District property unless specifically authorized by the District in writing. In the event an open fire is made, Permittee shall cause the person and/or persons responsible to leave the Property immediately. Permittee shall assume responsibility for any and all injuries and/or damages which occurs and/or arises from the activities

authorized under this Paragraph. District shall not assume any liability to Permittee, and/or any other person as a result of the activities authorized by this Paragraph. Permittee shall be responsible for notifying any and all exhibitors, concessionaires, agents and/or officials that District shall have no liability for any and all injuries and/or damages which occur on the Property. Permittee shall require any person wanting to utilize the Property for camping purposes as authorized by this paragraph to sign a waiver in the form to be provided by District, the original of which shall be provided to District. Permittee understands and agrees that it assumes any and all liability for any personal injury and/or damages resulting from the use of the Property as provided for herein.

Permittee understands that members of the public frequently use Orangevale Community Park and that the Permit being granted is for non-exclusive use and must be shared with other members of the public. The District agrees, however, to not schedule any other events and/or activities on the Property for the dates of the Permit being granted herein.

Permittee agrees and understands that it accepts the Property in an as-is condition and is responsible for inspecting all areas within the Property and immediate surrounding areas for hazards and will take any necessary steps to protect Event participants and attendees until corrective/remedial measures are implemented.

Permittee's use of the Property is limited to those purposes and those activities specifically described in this Agreement. This Agreement is to be strictly construed according to its terms and no use of District Property for purposes or activities other than those specified herein is authorized hereby. Failure of Permittee to comply with this condition may result in revocation of this Agreement.

NATURE OF THE INTEREST GRANTED

2. It is specifically understood and agreed by the parties hereto that this Agreement does not convey any right, title, or interest in the Property to the Permittee other than as specifically stated herein for the purpose of using the Property for the Event and other uses stated in the Application. No relationship between the parties is intended to be created by this Agreement other than as specifically stated herein.

FEES

3. In consideration for the use of the Property as provided for herein, Permittee shall pay to the District a security deposit of five hundred dollars (**\$500.00**) (the "Deposit") no later than March 21, 2022, which Deposit shall be used to reserve the dates and pay for any damages associated with the terms of this Permit should said damages not be repaired by Permittee. The parties agree that the District can deduct the expense of repairing and/or replacing any property damage, claims and/or any other unpaid sums owed by Permittee under this Agreement from the Deposit with the balance returned to the Permittee within thirty (30) days of the last day of any repairs. Permittee shall forfeit all or a portion of the Deposit if the event is cancelled in accordance with the schedule set forth in Paragraph 4 below. The District shall provide a detailed itemized list of all deductions from the Deposit to the Permittee.

As further consideration for the use of the Property, Permittee shall pay to the District a rental fee of two thousand three hundred and sixty-two dollars (\$2,362.00) (the "Rental Fee") no later than April 4, 2022.

If the event is cancelled for any reason within ninety (90) days prior to the scheduled date, the District agrees to refund any monies paid by Permittee as follows:

Within 89 to 60 days prior to the event, 50% of the Deposit
Within 59 to 30 days prior to the event, 25 % of the Deposit
Within 29 to 1 days prior to the event, 0% Deposit.

CHARGES BY PERMITTEE

4. Permittee shall have the right to charge members of the public for parking in the areas designated for Permittee's exclusive use under this Permit. Permittee shall not charge any member of the public utilizing those portions of the Property for which Permittee is given non-exclusive use.

OBLIGATIONS OF DISTRICT

5. Provided Permittee has paid all fees required under this Agreement, complied with all requirements and is not in breach thereof, District understands and agrees to do the following:

a. District agrees to provide for the non-exclusive use of the Property, including the pavilion, restrooms, and parking facilities, and exclusive use of those facilities specifically identified in the Application.

b. District shall furnish Permittee with electrical and water usage within the capacity of the District's facilities, for the Event from June 17 thru June 19, 2022 only.

c. District shall ensure that at least one (1) staff member will be available within a thirty (30) minute response time to assist with park maintenance emergencies throughout the set-up and for the duration of the event.

d. District shall adjust all irrigation settings for the Property authorized for use by Permittee to accommodate the event.

e. District shall refer all participant inquiries for the Event to Permittee.

OBLIGATIONS OF PERMITTEE

6. Permittee understand and agrees to do the following:

a. Permittee shall attend a pre-event inspection walk-through which will take place on Friday, June 10, 2022 with the District's representatives and the post-event inspection walk-through that will take place on Tuesday, June 21, 2022 to determine pre and post event facility conditions and damage.

b. Permittee agrees and understands that it shall reimburse the District for the repair of any area of the Property or its surrounding areas which is damaged or diminished in value by or related to operations or activities under this Permit, and shall pay for the District to restore the area, to the condition existing immediately prior to the commencement of the Permittee's operations under this Permit, excepting normal wear and tear of turf areas. District shall provide an itemized list of any such damages or repairs resulting from the event, within five (5) days from the Event's final walk-through on Tuesday, June 21, 2022. Permittee will have the opportunity to make the necessary repairs outlined by the District in a time frame approved by the District.

c. Permittee shall provide District with a proposed layout for the Event no later than April 4, 2022 for review by the District. Any feedback on the layout for the Event shall be given no later than April 11, 2022. Permittee agrees to make any modifications and/or revisions to the layout for the Event if indicated by the District that such modification and/or revision is necessary for the safety of the public and/or District property. Any modifications to the layout after approval shall be submitted in writing and approved by District. Permittee shall remain responsible for the layout and ensure the safety of participants and/or attendees of the Event, the general public, District employees and property, and District shall not assume any such liability as a result of approving any layout. Permittee shall also provide District with an emergency notification list.

d. Permittee agrees and understands that it has the sole responsibility at all times to be knowledgeable about, fully understand, and to meet or exceed, at its own cost and expense, all local, state and federal codes, laws, policies, and regulations associated with the Event including but not limited to the provisions of the California Department of Alcoholic Beverage Control, Sacramento Metropolitan Fire District, Sacramento County Environmental Management Department, Sacramento County Sheriff's Department, and Sacramento County Health Officer. Permittee shall file copies of all permits (and records of subsequent inspections) with the District at least one (1) week prior to the Event (or within one (1) hour of on-site inspections during the Event).

e. Permittee agrees and understands that it shall bear any and all costs, fees, charges or expense of any and all permits, applications, operations and/or activities under or related to this Permit and the Event, and District shall not be liable and/or responsible for any cost, fee, charge or expense associated therewith.

f. Permittee shall be responsible for providing adequate security for property, vehicles, participants, workers, and equipment, which are participating in the Event during the period of this Permit. Permittee's security arrangements and operations shall be coordinated and

approved by District (plan must be submitted to District's representative one month prior to the Event). Permittee understands and agrees that District's approval of any security plan for the Event does not relieve Permittee from any and all liability therefore, and further does not transfer any liability resulting from the Event to District.

g. Permittee shall be responsible for furnishing sufficient personnel and equipment for traffic and crowd control and comply with any and all laws, rules and regulations that are applicable thereto.

h. Permittee shall provide, at its own expense, portable restrooms, medical, first aid facilities and personnel, and potable water, as are deemed necessary by the County of Sacramento Environmental Health Department, the Sacramento Metro Fire District, and the District to accommodate the expected number of people. Permittee shall comply with all laws, rules and regulations governing the number and types of facilities, and any and all other rules and regulations required to address the above needs. Permittee shall file Material Data Safety Sheets (MSDS) for all cleaning agents requiring specifications with the District at least one (1) month prior to the event. The plan to accommodate this section shall be submitted to the District for approval no later than Friday, May 1, 2020. Permittee agrees to provide the necessary number of portable restrooms as specified by the County of Sacramento Environmental Management Department. Permittee shall provide for stocking and cleaning of each portable restroom on an hourly basis during the event and pumping of portable restrooms that meets the County of Sacramento Environmental Management Department requirements and any other laws, rules and/or regulations.

i. Permittee shall ensure that all designated fire access and gates remain clear and accessible throughout the Event and use of the Property by Permittee.

j. Permittee understands and agrees that all costs, fees, charges and expenses related to or incurred as a result of the use of the Property by the Permittee, its exhibitors, concessionaires, invitees and/or officials; and, any and all costs, fees, charges and expenses related to or incurred for emergency services as a result of the Event which are provided by District, the County of Sacramento or other public safety agencies; and, all costs, fees, charges and expenses related to or incurred as a result of the exercise of District's right and commitment to construct, maintain and remove temporary facilities shall be borne solely by the Permittee.

k. Permittee shall pay, and hold District and its property free and harmless from, any and all of the following: (a) charges and fees for the furnishing of utilities (existing electricity excepted) to the Event during the term of this Agreement; (b) all sales and use taxes levied on transactions at the Event; (c) all taxes, assessments and other charges, if any, levied or imposed by any governmental entity on any personal property placed by Permittee in, on or about the Property; and (d) all real property taxes, assessments and standby charges, if any, levied or assessed against the Property by a governmental entity as a result of Permittee's use and occupation of the Property and/or any taxable possessory interest created by this Agreement. All such fees, charges, taxes, and assessments shall be paid as they become due and payable, but in any event before they become delinquent.

1. Permittee, at its sole cost and expense, shall maintain the Property in good, safe, clean, attractive, and sanitary condition and repair, and shall repair all damage resulting from use of the Property (excepting normal wear and tear of turf areas) by Permittee or Permittee's employees, agents, contractors, concessionaires, guests, or invitees.

m. Permittee acknowledges receipt of a copy of the District's Park Ordinance which specifies the rules and regulations governing use of District Property and facilities. Permittee agrees to comply with the District's Ordinance concerning the activities permitted to be undertaken on District Property and the use thereof as specified in the District's Park Use Ordinance.

n. Permittee agrees that it shall not use the Property in any manner that will constitute a waste, nuisance or unreasonable annoyance, provided that it is mutually understood and agreed that the use for the Event as described in this Agreement and for other uses consistent with such activity will in no event be deemed by the District to violate this prohibition against nuisance and/or unreasonable annoyance.

INDEMNIFICATION

7. This Agreement is made upon the express condition that the District is to be free from any and all liability and claims for damage by reason of any injury to any person or persons, including Permittee, its agents, employees, concessionaires, exhibitors, invitees and/or officials, or by reason of any injury to property of any kind whatsoever, and to whomever belonging, including Permittee, its agents, concessionaires, exhibitors, officials, invitees and employees, from any cause or causes whatsoever, in, upon or in any way connected with the Property or any use hereunder.

Permittee shall and hereby agrees to defend and indemnify District and save District, its board of directors, officers, employees and agents harmless from and against all claims, liability, losses, damages, expenses, causes of action, suits or judgments, together with any and all costs or expenses connected with the investigation or defense thereof, including legal fees, by reason of or resulting from: (a) the use, operation, condition, or management of the Property, the Event and/or any temporary structures constructed on the Property; (b) the performance of, or failure to perform any obligations of this Agreement by Permittee, or any concessionaire, exhibitor, official, agent or employee of Permittee; (c) any alleged negligent act or omission of Permittee, or Permittee's employees, concessionaires, exhibitors, officials, invitees, agents, or contractors in connection with any acts performed or required to be performed by Permittee pursuant to this Agreement; and (d) the construction or installation of any temporary structures on the Property. This indemnification shall not apply to the extent that any claim is adjudicated as arising from the sole negligence or willful misconduct of District, its officers, directors, agents or employees.

It is understood and agreed that the indemnification obligations created by this Agreement shall survive the termination of the Agreement.

INSURANCE

8. Permittee shall carry and maintain during the life of this Agreement such public liability, property damage, and contractual liability insurance, as well as fire and Worker's Compensation insurance as specified below:

a. Public liability, property damage and contractual liability insurance. Permittee agrees that it shall, at all times during the term of this Agreement, furnish public liability and property damage insurance which includes, but is not limited to, personal injury, property damage, losses relating to independent contractors, products and equipment, explosion, collapse and underground hazards in the minimum amount of not less than \$1,000,000.00 for personal injuries as a result of any one occurrence on account of liability and a limit of not less than \$500,000.00 for property damage.

The public liability and property damage insurance furnished by Permittee shall also name the District as an additional insured and shall directly protect, as well as provide for the defense of the District, its officers, agents and employees, as well as Permittee, and Permittee's subcontractors, suppliers, agents, invitees, concessionaires, exhibitors, officials and employees, from all suits, actions, damages, losses or claims of every type or description to which they may be subjected by reason of, or resulting from Permittee's operations on the Property pursuant to this Agreement and all insurance policies shall so state. Said insurance shall also specifically cover the contractual liability of Permittee. Said insurance shall also specify that it acts as primary insurance. Said insurance shall also insure performance by Permittee of the indemnity provisions of this Agreement.

Permittee further agrees that it will, at all times during the term of this Agreement, at its own cost and expense, obtain and keep in full force and effect naming both Permittee and District as insureds thereunder, fire, windstorm and extended coverage insurance in an amount equal to the actual replacement cost of all of Permittee's personal property and equipment utilized by Permittee in utilizing the Property pursuant to this Agreement.

b. Worker's Compensation Insurance, Permittee shall carry full worker's compensation insurance coverage for all persons employed, either directly or through contractors, in utilizing the Property as contemplated by this Agreement, in accordance with the Worker's Compensation Act contained in the Labor Code of the State of California.

By execution of this Agreement, Permittee certifies as follows:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code. I will comply with such provisions before commencing the performance of the work of this contract.

As part of the execution of this Agreement, Permittee agrees to furnish to the District a certified copy of the insurance policies that it has taken out for public liability, property damage and worker's compensation insurance set forth above for the period covered by

this Agreement, or a certificate of such insurance. All insurance is to be placed with insurers with a current A.M. Best rating A:VII or better unless otherwise accepted in writing by District. Said certified policies of insurance or said certificates of insurance shall be furnished to the District prior to commencing the services contemplated by this Agreement. Each such certified policy or certificate of insurance shall bear an endorsement precluding the cancellation or reduction in coverage of any such policy before the expiration of thirty (30) days after the District shall have received written notification of such a cancellation or reduction.

Should Permittee fail to obtain and keep in force the insurance coverage hereinabove required, the District shall have the right to cancel and terminate this Agreement forthwith and without regard to any other provisions of this Agreement.

ASSIGNMENT OF AGREEMENT

9. Permittee shall have no right, authority, or power to assign, sell or transfer this Agreement, or any right or privilege arising under this Agreement. Permittee agrees that it shall have no right, authority or power to allow or permit any other person or party to have any interest in or use any portion of the District's facilities and/or the Property. However, Permittee may allow concessionaires to enter upon the Property for the performance of functions and services within the scope of the uses allowed to Permittee under the provisions of this Permit. To avoid uncontrolled vending of merchandise during the period of this Permit, only those tenants having an agreement with the District, and concessionaires, exhibitors and salespersons having written agreements with Permittee, shall be allowed to sell to the public on the Property.

DEFAULT

10. The occurrence of any of the following events, may, at District's election, constitute a default by Permittee under the terms of this Agreement:

a. Failure to abide by any and all laws, rules and regulations of the District, County of Sacramento, Sacramento Metropolitan Fire District, and/or any other regulatory agencies regarding the use and operation of the Property and other District facilities,

b. The issuance of an injunction by any court of competent jurisdiction restraining the use of the site for any of the purposes for which Permittee or the District is authorized;

c. The filing by Permittee of a voluntary petition in bankruptcy or institution of proceedings in bankruptcy against Permittee and/or the adjudication of Permittee as being bankrupt pursuant to such bankruptcy proceedings;

d. The appointment of a receiver of Permittee's assets, which results in a liquidation of Permittee's business;

e. The general assignment of this Permit by Permittee for the benefit of creditors;

f. Failure to perform any provision of this Agreement, including the failure to maintain the insurance required by the terms of this Agreement.

In the event of any such default, the District shall have the following rights and remedies, in addition to any rights and remedies now or hereafter provided by law. All such remedies are cumulative and may be exercised concurrently or separately.

Upon default by Permittee, the District can terminate the right of Permittee to possession of its facilities at any time. Upon termination, Permittee shall immediately surrender and vacate District facilities occupied by it. The District may immediately reenter and take possession of the Property. Termination of the Agreement under this paragraph shall not relieve Permittee from its obligations to indemnify the District as set forth above.

HAZARDOUS SUBSTANCES

11. Permittee shall not place and/or utilize any hazardous substances on the Property unless authorized to do so by the District. Pursuant to Health and Safety Code section 25359.7, Permittee shall notify District in writing within a reasonable time of any material release of hazardous substances and of any hazardous substances that have come to be located on or beneath the site.

12. Prior to the expiration of this Permit, Permittee shall at its sole expense remove all items of personal property, including but not limited to all flammable and hazardous materials and wastes as defined by state or federal law at the time of expiration of the Permit.

13. Permittee shall make available for inspection to the District all records relating to the maintenance, release, mitigation, and cleanup of any hazardous substances on the leased premises.

14. Permittee shall comply with all federal, state and local laws and regulations relating to hazardous materials and wastes, and shall timely comply with the orders of any governmental agencies relating thereto.

15. District, and its authorized employees, officers and agents, and local law enforcement personnel shall have the right to enter the property at any time to inspect the premises.

CANCELLATION BY PERMITTEE

16. Permittee may cancel this Permit and terminate all of its obligations at any time subsequent to the commencement of the term upon the breach of District of, or its failure to perform, any of the covenants or agreements contained in this Permit and the failure of District to remedy any breach for a period of five (5) days after receipt of written notice from Permittee of the existence of such breach. District shall not be considered in breach of this Agreement during any period of major construction activity on the Property site taking more than fifteen (15) days to complete, if District can institute temporary measures to lessen the effect of such construction on the Permittee.

INCLEMENT WEATHER POLICY

17. The District reserves the right to cancel or suspend outdoor facility use due to current or forecasted weather or environmental concerns that pose a threat to the safety of Event participants or the grounds of the facility. The District Administrator or designated representative shall have the authority to close any park grounds. Certain park areas and facilities can withstand adverse weather better than others. A common sense approach will be taken, depending upon the rental area and the specific weather conditions. In matters of weather/environmental concerns, the Permittee and a District representative will discuss to clarify if the rental can be held in a safe manner, with the District having the final decision. As of 2022, if the District receives a total of 1.5" of rain, it will close outdoor park rentals to prevent damage to grounds. The District allows 48 hours of drying time to reopen most grounds. Athletic fields often require additional drying time.

NOTICE

18. Service of Notice.

Any notice to or demand upon Permittee or District required or permitted to be made under the provisions of this Agreement or any provisions of law, shall be given or made by registered mail, postage prepaid and addressed as follows until changed:

Orangevale Recreation and Park District
6826 Hazel Avenue
Orangevale, CA 95662

AEMG, INC
Lisa Montes
6129 Rich Hill Drive
Orangevale, CA 95662

NEGATION OF PARTNERSHIP

19. Permittee shall not become or be deemed a partner or joint venture with District by reason of the provisions of this Agreement.

WAIVER

20. The failure or omission by District to terminate this Agreement for any violation of its terms, conditions or agreement shall in no way bar, stop or prevent District from terminating this Agreement therefore, either for such, or for any subsequent violation of any such term, condition or covenant. The acceptance of any fees hereunder shall not be or be construed to be a waiver of any breach of any term, covenant or condition of this Agreement.

MISCELLANEOUS PROVISIONS

21. In the event of any litigation between the parties hereto arising out of this Agreement or in connection with the Property used by Permittee pursuant to the terms of this Agreement, the prevailing party shall be entitled to recover a reasonable sum and as for attorney fees, which shall be added to and become a part of any judgment therein.

22. This instrument contains all of the agreements and covenants made between the parties to this Agreement and may not be modified orally or in any other manner than by agreement in writing signed by all the parties to this Agreement or their respective successors or assigns. Any such amendment or modification shall be attached to this Agreement.

23. This Agreement shall be governed by the laws of the State of California. This Agreement constitutes the entire agreement between the parties regarding its subject matter. If any provision in this Agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

24. This Agreement shall inure to the benefit of and bind any and all successors and assigns of the parties.

25. Both parties represent, covenant, and warrant that they have full authority to enter into and execute this Agreement

IN WITNESS WHEREOF, Orangevale Recreation and Park District has caused this Agreement to be executed on its behalf by the chairperson and clerk of its board of directors, and the Permittee has caused this Agreement to be executed on its behalf by its president the day and year first above written.

**ORANGEVALE RECREATION AND
PARK DISTRICT**

ALL Events Management Group

By _____
Barry Ross, District Administrator

By _____
Lisa Montes, AEMG, INC President



Supplemental Special Use Application

This Special Use/Special Event Application shall be submitted in addition and as a supplement to the Standard Use of Facilities Application. Complete this application, attach any necessary supplemental information and submit to the District Office located in the Orangevale Community Center at 6826 Hazel Avenue, Orangevale CA 95662. Application must be submitted at least twelve (12) weeks in advance of the date requested. Submission of this application does not constitute approval of use, and no advertising of the event should occur until written approval is obtained.

DATE OF APPLICATION: Feb. 11, 2022

CONTACT INFORMATION

Name of Applicant: All Events Management Group

Address: P O Box 2051 City/State/Zip: Orangevale CA 95662

Phone #: 916-934-2207 Email: Lisa@alleventsplus.net

Sponsoring Organization/Company:

Type of Organization: Non Profit Private Corporation Other

Name of Event Organizer: All Events Management Group

Organization Web Site: www.orangevalesummerpalooza.com Organization Email: info@orangevalesummerpalooza.com

EVENT DETAILS

Event Name: Orangevale's Summer Palooza

Type of Event: Concert Festival Celebration Run/Walk Other

Event Location: Orangevale Community Park 7145 Filbert Ave, Orangevale CA 95662

Purpose of Event: Annual Community Celebration

Overall Estimated Attendance: 10,500 Daily 3500 Adults 3000 Children 500

How does the community of Orangevale benefit from this event? Local area service and non-profit organizations will benefit from the event. Education and Financial impact to the community of Orangevale

Is this a Public or Private event? Public Private Other

Has this event been produced before? Yes No If yes, previous attendance:

If yes, list previous name, date and location of event:

Description of Event - Provide a detailed description of your event (i.e. listing of activities, entertainment, and vendors that will be included in your event, listing of any special equipment and structures, etc. You may attach additional pages or materials as needed. Family, Food and Fun! Live Entertainment, Carnival, Vendors and Exhibitors.

Stage, Sound, Carnival, Lighting and Power will be brought in for the event.

Set-Up – List below the days/dates needed to set up the event.

Day 1: Day of Week Sunday Date June 12 2022 Start Time 8 am End Time 8 pm
 Day 2: Day of Week Thursday Date June 16 2022 Start Time 8 am End Time 8 pm

Event Dates – List below the days/dates of the event.

Day 1: Day of Week Friday Date June 17, 2022 Start Time 4 pm End Time 11 pm
 Day 2: Day of Week Saturday Date June 18, 2022 Start Time 11 am End Time 11 pm
 Day 3: Day of Week Sunday Date June 19, 2022 Start Time 12 noon End Time 7 pm
 Day 4: Day of Week _____ Date _____ Start Time _____ End Time _____

Tear-Down Dates – List below the days/dates needed to tear-down the event.

Day 1: Day of Week Monday Date June 20 2022 Start Time 8 am End Time 3 pm
 Day 2: Day of Week _____ Date _____ Start Time _____ End Time _____

EVENT SITE PLAN/MAP

Attach a detailed site plan/map of the event layout including locations of vendors, equipment, activities, parking, etc. The site plan should be submitted on 8 ½" x 11" or 8 ½" x 14" white paper. Please indicate a directional sign showing north. Include a key if you use symbols denoting event areas.

EVENT ACTIVITY PLAN

Check all activities that apply and items used in conjunction with those activities that will be at your event. Please mark the location of these activities and items on your Site Plan/Map.

Entertainment

- Amplified Music – Live Hours – Start 11am End 11 pm
- Amplified Music – Recorded Hours – Start _____ End _____
- Carnival Booths/Rides Hours – Start 11 am End 11 pm
- Other _____ Hours – Start _____ End _____

Sporting Activities

- Type _____ Hours – Start _____ End _____
- Type _____ Hours – Start _____ End _____

Vendors

- Food & Non Alcoholic Beverages.....County of Sacramento Environmental Health permit
- Merchandise.....Must follow local & state laws
- Alcoholic Beverages.....Requires ABC & District permit and security

Equipment

Use of tents, temporary structures, staging, portable seating, fencing, portable generators subject to Sacramento Metro Fire District inspection & permit.

- Stage(s) Dance Floor(s) Portable Seating
- Fencing Tents & Canopies Portable Hand Wash Station
- Electrical Generators Portable Restrooms Other _____
- Animals on event grounds – Petting zoo, pony rides, horses, etc Explain: _____
- Vehicles on event grounds – car show, etc Explain: _____
- I request overnight camping. Explain: Carnival Staff Trailers
- Public Address, Microphone, Loud Speaker(s)
- I request access to Orangevale Recreation & Park District water source
- I request Access to Orangevale Recreation & Park District electric source

INSURANCE

You will be required to provide appropriate insurance coverage as listed in the permit agreement. How do you plan to provide the required insurance for your event? All Events Management Group will provide event insurance

ALCOHOL MANAGEMENT PLAN

If your event is serving OR selling alcohol, please describe your plan for managing alcohol at your event on a separate sheet and attach to this application. Include in your description your sales plan (cash, tickets), method of serving, who will serve the

alcohol (professionals, volunteers), number of service locations, how ID's will be checked, how you will monitor underage drinking, and if you have an alcohol sponsor(s).

For events with expected attendance of over 200 per day, the following plans need to be submitted on a separate sheet.

PARKING & TRAFFIC MANAGEMENT PLAN

Please describe your plan for parking and traffic control for your event. Your traffic plan may need review by the Sacramento County Sheriff's Department and/or the California Highway Patrol. Please indicate parking locations and traffic flow control on your site plan.

SANITATION, WASTE & UTILITY PLAN

You are responsible for properly disposing of all waste and garbage throughout the term of your event. Immediately upon conclusion of the event, the area must be returned to a clean condition. Please describe your plan for waste collection and removal. You are required to provide restroom accommodations for event attendees. Depending on the size and location of your event, you may need to rent portable restrooms. You may also be required to provide hand washing stations. Please describe your plan for providing these items.

STAFFING PLAN

Please describe your plan for staffing your event. Include in your description the number and type of staff at your event.

EMERGENCY AND SAFETY PLAN

Please describe your plan for handling emergencies at your event. Include in your description provision for security guards, on-site medical treatment (first aid station or ambulance), and evacuation plan in an emergency. Also include your plan for addressing accessibility to your event for persons with disabilities.

EVENT MARKETING PLAN

Please ensure that you have event approval before you begin to market, advertise or promote your event. Please describe your plan for marketing your event, once you have approval. Please include radio, television, and other media you will be utilizing and if you plan on placing signs or banners on District property.

NOTIFICATION PLAN

An event can change the normal flow of residential and business activity potentially causing a negative impact to the surrounding community. As the event organizer, you are responsible for providing notification of the Event and any possible disruption of traffic which could occur in the surrounding neighborhood to all necessary regulatory agencies, businesses and residences within four (4) blocks of the Event at least one (1) month prior to the Event. Such notification shall be by mail or personal delivery and provide District with written proof that such notifications have been made. Please describe your plan for handling notification.

Statement of Responsibility for Liability or Damage/Receipt of Rules & Regulations User agrees to be solely responsible for any and all claims, loss, damages, costs and expenses, including attorneys' fees, arising out of or resulting from any injury to persons or damage to property which arise out of its use of the District's facilities. User agrees to defend, indemnify and hold harmless the District, its officers, agents, employees and volunteers against any and all such claims, demands, causes of action, suits and expenses, arising out of or resulting from its use of the District's facilities. I, Lisa Montes - President Owner AEMG (group representative), the undersigned, have received the rental policies and procedures; and have read and hereby agree to abide by all rules and regulations.

CUSTOMER SIGNATURE: Lisa M Montes **DATE:** Feb 11, 2022

STAFF REPORT



DATE: 3-17-22

TO: Board of Directors

FROM: Barry Ross, District Administrator

SUBJECT: APPROVAL OF A NEW SOURCE OF FUNDING FOR THE DISTRICT TO HELP ADDRESS CONSTRUCTION ITEMS OUTLINED IN THE DISTRICT MASTER PLAN AND THE NEED FOR ONGOING MAINTENANCE OF DISTRICT FACILITIES

BACKGROUND

The District intended to present a funding option for our residents to vote on in 2020. The purpose of the funding is to address construction and maintenance items outlined in the District Master Plan. The COVID-19 pandemic interfered with those plans in 2020. The District is now interested in reviewing and discussing our funding options two years later. The two most realistic funding options are Benefit Assessments and General Obligation Bonds. Professional consultants from SCI Consulting Group (Benefit Assessments) and Isom Advisors (G.O. Bonds) made presentations at our January 13 Board of Directors Meeting. The Finance Committee met on February 2 to review and discuss the funding options. The Board held a Special Meeting on March 3 to discuss these options further.

The Board and staff have expressed the need for the District to have the funding necessary for ongoing maintenance of our facilities, including any new facilities that additional funding may help us develop. We wish to be fiscally responsible by taking care of what we have and limiting our deferred maintenance. The Orangevale Lighting and Landscaping District (OLLAD) does not have a cost escalator to help keep up with inflation. The OLLAD is a critical funding source for the District, but it will not be enough to sustain our maintenance needs. As we add additional facilities, OLLAD funding will be spread more thinly, and will lead to accrued deferred maintenance.

RECOMMENDATION

I move the approval of:

- A. Contracting with SCI Consulting Group to research the feasibility of a new Benefit Assessment to be presented by a ballot to property owners of the District during calendar year 2022. The annual amount of the new Benefit Assessment will be determined after a survey is completed by the consultant.
- B. Contracting with Isom Advisors to research the feasibility of a General Obligation Bond to be included on the General Election ballot in November 2022, to District voters. The amount of the General Obligation Bond will be determined after a survey is completed by the consultant.

STAFF REPORT



DATE: 3-17-22

TO: Board of Directors

FROM: Barry Ross, District Administrator

SUBJECT: APPROVAL OF RESOLUTION 22-03-684, RESOLUTION CALLING THE GENERAL DISTRICT ELECTION TO BE CONSOLIDATED WITH THE STATEWIDE GENERAL ELECTION ON NOVEMBER 8, 2022

RECOMMENDATION

Approve Resolution 22-03-684, Resolution Calling the General District Election to be consolidated with the Statewide General Election on November 8, 2022.

BACKGROUND

The District is required to instruct the County of Sacramento Voter Registration and Elections Office if the District desires to be consolidated with the Statewide Election and details such as the number of words in the candidates statement, statement costs, notice publication, and certification of maps and boundaries.

RECOMMENDED MOTION

I move approval of Resolution 22-03-684, Resolution Calling the General District Election to be consolidated with the Statewide General Election on November 8, 2022.

RESOLUTION # 22-03-684

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
ORANGEVALE RECREATION AND PARK DISTRICT CALLING
THE GENERAL DISTRICT ELECTION
TO BE CONSOLIDATED WITH STATEWIDE
GENERAL ELECTION**

WHEREAS, an election will be held within the Orangevale Recreation and Park District on Tuesday, November 8, 2022, in Sacramento County for the purpose of electing two Directors; and

WHEREAS, a General Election will be held within the County of Sacramento on the same day; and

WHEREAS, Elections Code §10403 requires jurisdictions to file with the Board of Supervisors, and a copy with the Registrar of Voters, a resolution requesting consolidation with a statewide election.

THEREFORE, BE IT RESOLVED, that the Orangevale Recreation and Park District requests the Board of Supervisors of Sacramento County to consolidate the regularly scheduled General District Election with the Statewide General Election to be held November 8, 2022; and

BE IT FURTHER RESOLVED, that the Candidate pays at the Voter Registration and Elections office for the publication of the candidate's statement, pursuant to Elections Code §13307. The limitation on the number of words that a candidate may use in their candidate's statement is 200 words; and

BE IT FURTHER RESOLVED, that the Orangevale Recreation and Park District agrees to reimburse the Registrar of Voters for actual costs accrued, such costs to be calculated by the method set forth in the County's current Election Cost Allocation Procedures.

BE IT FURTHER RESOLVED, that the Orangevale Recreation and Park District certifies that the map and boundary description, on file with the County of Sacramento is current. There have been no boundary changes to the Orangevale Recreation and Park District.

PASSED AND ADOPTED by the following vote on this 17th day of March, 2022.

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED: _____
Chair, Board of Directors

ATTEST: _____
Clerk of the Board

**NOTICE DISTRICT ELECTION
IN THE ORANGEVALE RECREATION & PARK DISTRICT**

Notice is hereby given that a General Election will be held on November 8, 2022 in this district. The offices for which candidates may declare their candidacy are:

Title of Office: Director
Number of Positions: Two (2)

QUALIFICATIONS: Each candidate must meet the following qualifications for office as specified in the principal act or applicable code under which this district is organized:

Registered Voter within Orangevale Recreation & Park District Boundaries

CODE REFERENCE: Public Resources Code 5780

Official declarations of candidacy for eligible candidates desiring to file for any of the elective offices may be obtained from the office of the Registrar of Voters at 7000 65th Street, Suite A, Sacramento, CA 95823-2315, on and after July 18, 2022, and must be filed not later than 5:00 p.m. on August 12, 2022. However, if a declaration of candidacy for an incumbent is not filed by August 12, 2022, any person other than the incumbent shall have until 5:00 p.m. on August 17, 2022, to file a declaration of candidacy for such office.

Appointment to each elective office will be made by the supervising authority as prescribed by Elections Code §10515 in the event there are no candidates or an insufficient number of candidates for such office and a petition for an election is not filed within the time prescribed by Elections Code §10515; that is, by 5:00 p.m. on August 17, 2022.

Dated this 17th day of March, 2022.

(Seal)

District Secretary _____

PUBLICATION OF NOTICE OF ELECTION

Elections Code §12112 requires the publication of a “Notice of Election.” The notice shall contain the date of the General Election, name the offices for which candidates may file, and state the qualifications required by the principal act for each office, as well as other pertinent information.

Orangevale Recreation & Park District

The Registrar of Voters will publish a combined election notice for all districts scheduled for election on November 8, 2022.

Dated this 17th day of March, 2022.

District Secretary

STAFF REPORT



DATE: 3-17-22

TO: Board of Directors

FROM: Barry Ross, District Administrator

SUBJECT: ELECTION OF THE SPECIAL DISTRICTS REPRESENTATIVE FOR THE SACRAMENTO COUNTY TREASURY OVERSIGHT COMMITTEE

INFORMATIONAL

The Sacramento County Treasury Department is seeking nominees for the position of Special Districts Representative for their Oversight Committee. If any of our District Board of Directors are interested, nominations are due by April 1, 2022. Further details are provided on the following pages.

Department of Finance

Ben Lamera
Director



Divisions

Administration
Auditor-Controller
Consolidated Utilities Billing & Service
Investments
Tax Collection & Business Licensing
Treasury

County of Sacramento

February 18, 2022

To: Special District Pooled Investment Fund Participant Agency Board Chairs

Subject: **ELECTION OF THE SPECIAL DISTRICTS REPRESENTATIVE FOR THE SACRAMENTO COUNTY TREASURY OVERSIGHT COMMITTEE**

Dear Board President:

On February 27, 1996, the Board of Supervisors established the Sacramento County Treasury Oversight Committee by Resolution #96-0163, as required by Government Code Section 27131. The code allows the Board of Supervisors, in consultation with the Director of Finance, to establish a committee composed of three to eleven members. The committee established by the Board consists of ten members, one of whom represents special districts with funds in the County Treasury. Ms. Laura Lavalley has represented the special districts in this position since 2021. Because her term expires on June 30, 2022, a new election must be held.

The following outlines the duties, qualifications, and restrictions for Committee members:

The duties of the Committee are established under the Government Code Sections 27132, et. seq. These duties include review of the Investment Policy of the Pooled Investment Fund, quarterly review of investments, and to cause an annual audit of the portfolio. The Committee may neither direct individual investments nor infringe upon the day-to-day operations of the County Treasury.

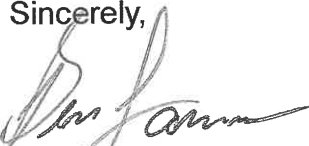
The position requires academic or practical experience in public finance. The term of appointment is normally three years. Members of the Treasury Oversight Committee: 1) may not be employed by any entity that has either contributed to a campaign of a candidate for the office of local treasurer or contributed to the campaign of a candidate to be a member of a legislative body of any agency that has money deposited in the County Treasury in the previous three years or during the period that the employee is a member of the Committee; 2) may neither directly nor indirectly raise money for a candidate for either local Treasurer or a member of the governing board of any local agency that has money deposited in the County Treasury; and 3) may neither secure employment with nor be employed by bond underwriters, bond counsel, security brokerages or dealers, or financial services firms, with whom the Treasurer is doing business either as a member of the Committee or for one year after leaving the Committee. Members must file a Statement of Economic Interests (Form 700) upon assuming office and annually thereafter and must complete at least two hours of training in general ethics principles and ethics law every two years.

Attached is the Treasury Oversight Committee Fact Sheet. We request that your District's governing board provide us with a nomination by April 1, 2022. Individuals nominated must meet the criteria on the Fact Sheet. Please include a resume and one-paragraph candidate statement for the nominee.

On April 8, 2022, a ballot will be mailed to you listing the nominations. Ballots must be returned to us no later than May 16, 2022, at 5 p.m. We will then tabulate the ballots and notify you by mail on May 23, 2022, of the election results. A run-off election will be held if the vote is tied. We expect the elected Special Districts Representative to the Treasury Oversight Committee to be ratified by the Board of Supervisors by July 12, 2022. We look forward to working with the representative elected to fill this position.

If you have any questions, please call Bernard Santo Domingo, Chief Investment Officer, at (916) 874-7320.

Sincerely,



Ben Lamera
Director of Finance

Enclosure

TREASURY OVERSIGHT COMMITTEE FACT SHEET

CONTACT PERSON

Bernard Santo Domingo, Chief Investment Officer, (916) 874-7320

DUTIES

The County Board of Supervisors created the Treasury Oversight Committee (the "Committee") on February 27, 1996 in accordance with Government Code Section 27131. The Committee is responsible for reviewing the quarterly Pooled Investment Fund reports, monitoring and reviewing the County Treasurer's annual Investment Policy, and causing an annual audit of the Pooled Investment Fund portfolio. The Committee is advisory and does not direct individual investment decisions, select investment advisors, brokers, or dealers, or impinge on the day-to-day operations of the county treasury.

MEMBERSHIP

County Director of Finance
Board of Supervisors Representative
Superintendent of Schools Representative
School & Community College Districts Representative
Special Districts Representative
Public Members: 5 Members

TERM

Term of Office
Term of Office
Term of Office
Three-year elected term, may be reelected
Three-year elected term, may be reelected
Three-year appointment, may be reappointed

QUALIFICATIONS

A majority of public members must have expertise or an academic background in public finance. The other public members shall be economically diverse and bipartisan in political registration. All other members must have expertise or academic background in public finance. Members must file a Statement of Economic Interests (Form 700) within 30 days of assuming office and file annually thereafter.

RESTRICTIONS

- 1) A member may not be employed by any entity that has, in the previous three years or during the period that the employee is a member of the Committee, contributed to the campaign of a candidate for either the office of local treasurer or the legislative body of any agency that has deposited funds in the County Treasury.
- 2) A member may not, directly or indirectly, raise money for a candidate for either local treasurer or a member of the governing board of any local agency that has deposited funds in the County Treasury.
- 3) A member may not secure employment with or be employed by bond underwriters, bond counsel, security brokerages or dealers, or financial services firms with whom the Treasurer is doing business either as a member of the Committee or for one year after leaving the Committee.

MEETINGS

The meetings are scheduled for the third Friday of the second month following the end of each quarter. Meetings are held at the County of Sacramento Administration Building, 700 H Street, Hearing Room One, Sacramento, CA 95814.