

Memo

Carmichael



RECREATION AND
PARK DISTRICT

To: Advisory Board of Directors

From: Stacey Yankee, District Administrator
Matt Lemcke, Administrative Services Manager

Date: January 15, 2026

Subject: Contract Renewal for Common Kettle – Operator of a Farmer’s Market in Carmichael Park

Introduction/Background:

Common Kettle LLC has hosted the Farmers’ Market in Carmichael Park offering a variety of produce, food, and non-food products since December 2020, first under a short-term agreement followed by a longer-term contract, which including the first extension, ended on December 31, 2025. Throughout the years, the Farmers’ Market has run smoothly under the management of Common Kettle LLC. CRPD has received numerous positive comments from attendees about the Market.

The renewal contract includes updated language including an increased cost of late fees for rent payment, removal of Community Clubhouse bathroom usage as the new external bathrooms will be available, a clarifying map of the location, and a rent increase to \$300 per month with a 3% annual increase. The renewal contract would take effect 2/1/2026 and run until 12/31/28, with an option for one two-year extension.

Recommendation:

Staff proposes that the Carmichael Recreation and Park District Advisory Board of Directors approve the renewal contract with Common Kettle to host a Farmers’ Market on a weekly basis in Carmichael Park.

**AGREEMENT BETWEEN
CARMICHAEL RECREATION AND PARK DISTRICT AND
COMMON KETTLE, LLC TO
PROVIDE FARMERS' MARKET SERVICES AT CARMICHAEL PARK**

This Agreement is made and entered into as of this ____ day of _____, 2026, by and between Carmichael Recreation and Park District, a park district existing under authority of Public Resources Code Section 5780 et seq., hereinafter referred to as "CRPD," and COMMON KETTLE, LLC, a California Corporation, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, CRPD is the owner and operator of Carmichael Park, hereinafter referred to as PARK;

WHEREAS, CRPD desires to obtain the services of a contractor to host a Farmers' Market (hereinafter referred to as "Event(s)") at Carmichael Park; and

WHEREAS, CRPD AND CONTRACTOR desire to enter into this Agreement whereby CONTRACTOR provides Farmers' Market services in the PARK on the terms and conditions set forth herein.

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

I. SCOPE OF SERVICES

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

II. TERM

A. Initial Term. This Agreement shall be effective and commence as of **January 1, 2026**, and shall terminate on **December 31, 2028**.

B. Extended Term. CRPD and CONTRACTOR may, by mutual written agreement, extend the initial term for **one additional period of two years** (the "Extended Term") ending **December 31, 2030**, upon the same terms and conditions contained in the Agreement, with either party giving the other written notice at least ninety (90) days prior to the Initial Term. If the parties agree to extend the term and execute an amendment to this Agreement, the DIRECTOR is authorized to execute an amendment to this Agreement. Rent for an agreed-upon Extended Term may be reviewed and negotiated.

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 CRPD:

Carmichael Recreation and Park District
5750 Grant Avenue
Carmichael, CA 95608

TO CONTRACTOR:

COMMON KETTLE, LLC
6825 Walnut Ave
Orangevale, CA 95662

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**

- A. CONTRACTOR shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.
- B. Economic Sanctions: Pursuant to California State Executive Order N-6-22 (“Order”) imposing economic sanctions against Russia and declaring support of Ukraine, CRPD shall terminate any contract with any individual or entity that is in violation of the Order or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

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 CONTRACTUAL GOOD STANDING**

- A. CONTRACTOR 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 CRPD. 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 CRPD.

- B. CONTRACTOR further certifies to CRPD that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal, State or County government contracts. CONTRACTOR certifies that it shall not contract with a Subcontractor that is so debarred or suspended.

VII. PERFORMANCE STANDARDS

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

VIII. OWNERSHIP OF WORK PRODUCT

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONTRACTOR hereunder shall be the exclusive property of CRPD and shall be delivered to CRPD upon completion of the services authorized hereunder. CONTRACTOR may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by CRPD. CRPD recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONTRACTOR'S services and are not designed for use other than what is intended by this Agreement.

IX. STATUS OF CONTRACTOR

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR'S employees) is an independent CONTRACTOR and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR'S assigned personnel shall not be entitled to any benefits payable to employees of CRPD. CRPD is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this agreement; and as an independent contractor, CONTRACTOR hereby indemnifies and holds CRPD harmless from any and all claims that may be made against CRPD based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.
- B. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of CRPD as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.

- C. If, in the performance of this agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. 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 CONTRACTOR, and CRPD shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent contractor and not an employee of CRPD, neither the CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any entitlement as a CRPD employee, right to act on behalf of CRPD in any capacity whatsoever as agent, nor to bind CRPD to any obligation whatsoever. CONTRACTOR shall not be covered by worker's compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by CRPD to employees of CRPD.
- E. It is further understood and agreed that CONTRACTOR must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONTRACTOR'S assigned personnel under the terms and conditions of this agreement.

X. CONTRACTOR IDENTIFICATION

CONTRACTOR shall provide CRPD with the following information for the purpose of compliance with California Unemployment Insurance Code section 1088.8 and Sacramento County Code Chapter 2.160: CONTRACTOR'S name, address, telephone number, social security number, and whether dependent health insurance coverage is available to CONTRACTOR.

XI. COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

- A. CONTRACTOR's failure to comply with state and federal child, family and spousal support reporting requirements regarding CONTRACTOR's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.
- B. CONTRACTOR's failure to cure such default within 90 days of notice by CRPD shall be grounds for termination of this Agreement.

XII. BENEFITS WAIVER

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or

compensation from CRPD: 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 permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between CRPD and its employee organizations. Should CONTRACTOR or any employee or agent of CONTRACTOR seek to obtain such benefits from CRPD, CONTRACTOR agrees to indemnify and hold harmless CRPD from any and all claims that may be made against CRPD for such benefits.

XIII. RETIREMENT BENEFITS/STATUS

CONTRACTOR acknowledges and agrees that CRPD has not made any representations regarding entitlement, eligibility for and/or right to receive ongoing Sacramento County Employee Retirement System (SCERS) retirement benefits during the term of this Agreement. By entering into this Agreement, CONTRACTOR assumes sole and exclusive responsibility for any consequences, impacts or action relating to such retirement benefits that is or will be occasioned as a result of the services provided by CONTRACTOR under this Agreement. CONTRACTOR waives any rights to proceed against CRPD should SCERS modify or terminate retirement benefits based on CONTRACTOR's provision of services under this Agreement.

XIV. CONFLICT OF INTEREST

CONTRACTOR and CONTRACTOR's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

XV. LOBBYING AND UNION ORGANIZATION ACTIVITIES

- A. CONTRACTOR shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.
- B. If services under this Agreement are funded with state funds granted to CRPD, CONTRACTOR shall not utilize any such funds to assist, promote or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.

XVI. GOOD NEIGHBOR POLICY

- A. CONTRACTOR shall comply with CRPD's Good Neighbor Policy. CONTRACTOR shall establish good neighbor practices for its facilities that include, but are not limited to, the following:
1. Provision of parking adequate for the needs of its employees and service population;
 2. Provision of adequate waiting and visiting areas;
 3. Provision of adequate restroom facilities located inside the facility;
 4. Implementation of litter control services;
 5. Removal of graffiti within seventy-two hours;
 6. Provision for control of loitering and management of crowds;
 7. Maintenance of facility grounds, including landscaping, in a manner that is consistent with the neighborhood in which the facility is located;
 8. Participation in area crime prevention and nuisance abatement efforts; and
 9. Undertake such other good neighbor practices as determined appropriate by CRPD, based on CRPD's individualized assessment of CONTRACTOR's facility, services and actual impacts on the neighborhood in which such facility is located.
- B. CONTRACTOR shall identify, either by sign or other method as approved by the DIRECTOR, a named representative who shall be responsible for responding to any complaints relating to CONTRACTOR's compliance with the required good neighbor practices specified in this Section. CONTRACTOR shall post the name and telephone number of such contact person on the outside of the facility, unless otherwise advised by DIRECTOR.
- C. CONTRACTOR shall comply with all applicable public nuisance ordinances.
- D. CONTRACTOR shall establish an ongoing relationship with the surrounding businesses, law enforcement and neighborhood groups and shall be an active member of the neighborhood in which CONTRACTOR's site is located.
- E. If CRPD finds that CONTRACTOR has failed to comply with the Good Neighbor Policy, CRPD shall notify CONTRACTOR in writing that corrective action must be taken by CONTRACTOR within a specified time frame. If CONTRACTOR fails to

take such corrective action, CRPD shall take such actions as are necessary to implement the necessary corrective action. CRPD shall deduct any actual costs incurred by CRPD when implementing such corrective action from any amounts payable to CONTRACTOR under this Agreement.

- F. CONTRACTOR's continued non-compliance with the Good Neighbor Policy shall be grounds for termination of this Agreement and may also result in ineligibility for additional or future contracts with CRPD.

XVII. PUBLIC COMMUNICATIONS

CONTRACTOR agrees to promptly inform CRPD of any public communications or public outreach activities related to the program and/or project. CONTRACTOR shall submit drafts of any press releases or promotional materials for review and approval by CRPD prior to dissemination.

XVIII. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

- A. CONTRACTOR agrees and assures CRPD that CONTRACTOR and any subcontractors 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 CRPD, 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. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of CRPD employees and agents, and recipients of services are free from such discrimination and harassment.
- B. CONTRACTOR 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 (Gov. Code, §§ 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. CONTRACTOR agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.
- D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.

XIX. INDEMNIFICATION

- A. To the fullest extent permitted by law, for work or services provided under this Agreement, CONTRACTOR shall indemnify, defend, and hold harmless CRPD, its Board of Supervisors, officers, directors, officials, employees, authorized volunteers, and agents (collectively "Indemnified Parties") from and against any and all claims, demands, actions, losses, liabilities, damages, and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, expert fees, and reasonable attorneys' fees, arising out of or resulting from CONTRACTOR's performance of this Agreement, regardless of whether caused in part by a party indemnified hereunder, except for loss caused by the sole negligence of an Indemnified Party.

- B. 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 CONTRACTOR, CONTRACTOR's subcontractors, or any party used by CONTRACTOR in performance of this Agreement.

- C. The provisions of this indemnity obligation shall survive the expiration or termination of the Agreement.

XX. INSURANCE

Without limiting CONTRACTOR'S indemnification, CONTRACTOR 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 CONTRACTOR 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 CRPD shall not pay any sum to CONTRACTOR under this Agreement unless and until CRPD 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.

XXI. INFORMATION TECHNOLOGY ASSURANCES

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

XXII. WEB ACCESSIBILITY

CONTRACTOR shall ensure that all web sites and web applications provided by CONTRACTOR pursuant to this Agreement shall comply with Sacramento County's Web Accessibility Policy.

XXIII. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by CRPD in accordance with express provisions in this Agreement.
- B. CONTRACTOR shall submit an invoice on the forms and in accordance with the procedures prescribed by CRPD **on a monthly basis**. Invoices shall be submitted to CRPD no later than the fifteenth (15th) day of the month following the invoice period, and CRPD shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.
- C. CRPD operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by CRPD unless CONTRACTOR has obtained prior written CRPD approval to the contrary.
- D. CONTRACTOR shall maintain for four years following termination of this agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.
- E. In the event CONTRACTOR fails to comply with any provisions of this Agreement, CRPD may withhold payment until such non-compliance has been corrected.

XXIV. LEGAL TRAINING INFORMATION

If under this Agreement CONTRACTOR is to provide training of CRPD personnel on legal issues, then CONTRACTOR shall submit all training and program material for prior review and written approval by County Counsel. Only those materials approved by County Counsel shall be utilized to provide such training.

XXV. SUBCONTRACTS, ASSIGNMENT

- A. CONTRACTOR shall obtain prior written approval from CRPD before subcontracting any of the services delivered under this Agreement. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by CRPD for the performance of any subcontractor whether approved by CRPD or not.
- B. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of CRPD.
- C. The DIRECTOR has authority to approve assignment of this Agreement under paragraphs (A) and (B), above.

XXVI. 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 CRPD unless agreed in writing by DIRECTOR and counsel for CRPD.

This Agreement may be amended to increase the maximum payment amount; provided, however, that such increase shall not exceed the lesser of ten percent (10%) of the annual payment amount under this Agreement or \$25,000.

XXVII. SUCCESSORS

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

XXVIII. TIME

Time is of the essence of this Agreement.

XXIX. 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.

XXX. DIRECTOR

As used in this Agreement, "DIRECTOR" shall mean the District Administrator, or his/her designee. DIRECTOR shall administer this Agreement on behalf of CRPD and is authorized to make administrative amendments to this Agreement on behalf of CRPD relating to scope of work or services; pricing; performance standards, milestones, schedules, and timelines; management practices; and similar matters to long as such amendments do not affect the Total Maximum Payment Amount set forth in Exhibit C (including adjustments authorized under this Agreement and Sacramento County Code § 2.61.440). Unless otherwise provided herein or required by applicable law, DIRECTOR shall be vested with all the rights, powers, and duties of CRPD herein. With respect to matters subject to the approval, satisfaction, or discretion of CRPD, DIRECTOR's decision in such matters shall be final.

XXXI. 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, CONTRACTOR 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. CRPD shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. 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 any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

XXXII. TERMINATION

- A. CRPD 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 CRPD to CONTRACTOR and it is later determined that CONTRACTOR 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. CRPD may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR 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, CRPD may proceed with the work in any

manner deemed proper by CRPD. If notice of termination for cause is given by CRPD to CONTRACTOR and it is later determined that CONTRACTOR 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. CRPD may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR, if outstanding payments to CRPD have exceeded net-30 days from the first overdue payment.
- D. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that CONTRACTOR can legally cancel.
- E. DIRECTOR has authority to terminate this Agreement under paragraphs (A), (B), and (C), above.

XXXIII. REPORTS

- A. CONTRACTOR shall, without additional compensation therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. CRPD shall explain procedures for reporting the required information.
- B. CONTRACTOR agrees that, pursuant to Government Code section 7522.56, CONTRACTOR shall make best efforts to determine if any of its employees or new hires providing direct services to CRPD are members of the Sacramento County Employees' Retirement System (SCERS). CONTRACTOR further agrees that it shall make a report bi-annually (due no later than January 31st and July 31st) to CRPD with a list of its employees that are members of SCERS along with the total number of hours worked during the previous 6 months. This report shall be forwarded to where Notice is sent pursuant to Roman numeral III of this Agreement.

XXXIV. AUDITS AND RECORDS

Upon CRPD's request, CRPD or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR's premises, CONTRACTOR's financial and program records as CRPD deems necessary to determine CONTRACTOR's compliance with legal and contractual requirements and the correctness of claims submitted by CONTRACTOR. CONTRACTOR shall maintain such records for a period of four years following termination of the Agreement, and shall make them available for copying upon CRPD's request at CRPD's expense. CRPD shall have the right to withhold any payment under this Agreement until CONTRACTOR has provided access to CONTRACTOR's financial and program records related to this Agreement.

XXXV. PRIOR AGREEMENTS

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

XXXVI. 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.

XXXVII. FORCE MAJEURE

Neither CONTRACTOR nor CRPD 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 to cooperate of the other party or third parties (except as otherwise specifically provided herein).

XXXVIII. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

XXXIX. DUPLICATE COUNTERPARTS

This Agreement may be executed in several counterparts, all of which together shall be deemed one and the same agreement. The Agreement shall be deemed executed when it has been signed by both parties.

Electronic and scanned signatures shall be deemed original signatures for all purposes, including proof of terms herein, and shall be binding on each party.

XL. 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.

XLI. ADDITIONAL PROVISIONS

The additional provisions contained in Exhibits A, B, and C attached hereto are part of this Agreement and are incorporated herein by reference.

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

CRPD

COMMON KETTLE, LLC

By: _____

By: _____

Name: Stacey Yankee

Name: Margaretha Elisabeth Brunner

Title: District Administrator

Title: Owner

Date: _____

Date: _____

REVIEWED AND APPROVED BY COUNTY COUNSEL

By: ___ via email _____
Elizabeth Pollock

Date: ___ 01/08/2026 _____

EXHIBIT A to Agreement
between the CARMICHAEL RECREATION AND PARK DISTRICT,
hereinafter referred to as "CRPD",
and COMMON KETTLE, LLC, hereinafter referred to as "CONTRACTOR"

SCOPE OF SERVICES

I. SERVICE LOCATION(s)

Facility Name(s): Carmichael Park
Street Address: 5750 Grant Ave.
City and Zip Code: Carmichael, CA 95608

II. DESCRIPTION OF SERVICES

- A. CONTRACTOR agrees to host a weekly Event(s) on Sundays from 9:00 a.m. to 2:00 p.m. on behalf of the DISTRICT. Admission will be free to the public.
- B. The DIRECTOR, or designee, may negotiate with CONTRACTOR 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 CONTRACTOR is granted a revocable license by the DISTRICT to use the property as specified herein. This license does not create a property interest in CONTRACTOR and may be revoked at any time by DISTRICT with or without prior notice.
- D. The Event(s) 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 Event(s) shall include a balanced blend of vendor exhibits and activities as follows:
 - 1. No less than 75% Farmers & Food Products
 - a. 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.

2. Up to 25% Non-Food Products
 - a. This category encompasses imitation flowers and floral, cookware, soaps, and other products.
3. Local businesses and organizations, artisans, and musicians should be given an opportunity to participate.

F. Cancellation of an Event is required when the following conditions occur:

1. Inclement weather with sustained wind speeds exceeding 20 mph
2. Air Quality Index, Ozone and Particle Pollution value of 201 and above, denoting very unhealthy for everyone. See AQI Basics <https://www.airnow.gov/aqi/aqi-basics/>
 - a. Notification of Cancellation must be communicated to the DISTRICT and all vendor participants by phone message, text and/or email a minimum of three hours prior to Event start time. A cancellation notice will also be posted on the CONTRACTOR's web site, emailed to subscribers, and included in CONTRACTOR's social media platforms.

III. RESPONSIBILITIES OF DISTRICT AND CONTRACTOR FOR SCOPE

- A. CONTRACTOR shall provide copies to the DISTRICT, or its authorized representatives, of all permits required to operate the Event(s) in accordance with local, county and/or state health and safety regulations.
- B. CONTRACTOR shall provide a detailed Market Work Plan that includes:
 1. A copy of the operational guidelines/rules for the Event(s).
 2. A safety plan for all involved with the Event(s) when dealing with COVID-19 or similar issues.
 3. Vendor locations and an anticipated Event circulation pattern. See Attachment A, Site Map.
 4. A plan for additional restroom facilities during the Event(s). The DISTRICT provides portable restrooms throughout the park for public and vendor use, one permanent restroom located near the central playground and bandshell, and one permanent restroom located by the tennis courts. Any additional restroom facilities must be provided by the CONTRACTOR.

Please note that the restrooms inside the Community Clubhouse are only for use by Event located in the Clubhouse or may be rented for an additional hourly charge.

5. Trash and recycling plan. Trash disposal and clean-up must be provided by the CONTRACTOR.
 6. Staffing that includes a Manager onsite two (2) hours in advance of each Event start time until the last vendor leaves.
 7. Temporary Event(s) signage installed and removed each week at locations mutually agreed to by DISTRICT and CONTRACTOR. The CONTRACTOR will be responsible for providing their own signage.
 8. CONTRACTOR shall be responsible for the placement, maintenance, and removal of safety barricades used to block the roadway during market operations. The CONTRACTOR shall ensure that barricades comply with best practices for public event safety and are properly positioned before the market opens and remain securely in place for the duration of the event to protect market patrons, vendors, and staff from oncoming vehicle traffic.
- C. CONTRACTOR is permitted to seek and receive sponsorships for Farmers' Market enhancements with the following stipulations:
1. Sponsors must be approved by the DISTRICT.
 2. No inappropriate language or message may be displayed on any sponsorship material.
 3. The message and graphics on any sponsored material must be done professionally and be maintained in a neat and clean manner.
 4. Sponsorship material may be on display at Carmichael Park only during the CONTRACTOR's permitted use. All material must be removed by CONTRACTOR by the end of the CONTRACTOR's permitted use.
 5. The DISTRICT reserves the right to decline sponsorships and remove sponsorship material at any time for reasoning including but limited to content, language, location, time limitations, or appearance.
 6. The CONTRACTOR is responsible for any cost associated with repair or replacement of sponsorship material the DISTRICT removed due to content, language, location, time limitations, or appearance.
- D. DISTRICT shall provide the following in support of the Event(s):
1. Approved use of the Property each Sunday from 7:00 a.m. until 4:00 p.m.

2. Accessible parking for vendors/farmers and patrons on market days a minimum of two hours before the market opens.
3. Park patrol, park maintenance, and waste services in support of the Event(s) as needed and mutually agreed to by both parties.
4. Promotion of Event(s) in DISTRICT media which may include the DISTRICT newsletter, website, social media, and community calendar. Content shall be subject to approval by the DISTRICT in its sole discretion.

IV. AUTHORITY OF CONTRACTOR PERFORMING SCOPE OF WORK

CONTRACTOR is retained to provide and perform the scope of services covered by this Agreement. CONTRACTOR, including CONTRACTOR'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. CONTRACTOR 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

CONTRACTOR shall provide marketing collateral materials promoting Event(s). DISTRICT names and/or logo must be included in a prominent position on all marketing materials developed to promote the Event(s). 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

In the performance of the services hereunder, CONTRACTOR shall provide the organization, staffing and management of weekly Event(s). CONTRACTOR 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: NAME: Stacey Yankee
 PHONE: 916-807-9461
 E-MAIL: syankee@carmichaelpark.com

DISTRICT: NAME: Alaina Lofthus
 PHONE: 916-483-7826
 E-MAIL: alaina@carmichaelpark.com

CONTRACTOR: NAME: Margaretha Elisabeth Brunner
 PHONE: (916) 215-7713
 E-MAIL: commonkettle@gmail.com

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EXHIBIT B to Agreement
between the CARMICHAEL RECREATION AND PARK DISTRICT,
hereinafter referred to as "CRPD",
and COMMON KETTLE, LLC., hereinafter referred to as "CONTRACTOR"

I. MINIMUM SCOPE OF INSURANCE

Without limiting CONTRACTOR's indemnification, CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injury to persons or damage to property which may arise from or is in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its employees, agents, representatives, subcontractors, or any other party for which CONTRACTOR is legally liable.

II. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Personal Lines automobile insurance shall apply if vehicles are individually owned with limits of no less than \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the CONTRACTOR's profession, with limit no less than \$2,000,000 per occurrence or claim and \$4,000,000 aggregate covering CONTRACTOR's wrongful acts, errors and omissions. Any

aggregate limit for professional liability must be separate and in addition to any CGL aggregate limit.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the CRPD requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR.

III. **INSURANCE PROVISIONS**

The insurance policies are to contain, or be endorsed to contain, as applicable, the following provisions:

1. **Additional Insured Status:** The CRPD, its Board of Supervisors, and all CRPD officers, officials, employees, volunteers, and agents (“Additional Insureds”) are to be covered as additional insureds on the general and auto liability policies with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement on the CONTRACTOR’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
2. **Primary Coverage:** For any claims related to this Agreement, the CONTRACTOR’s insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be excess of the CONTRACTOR’s insurance and shall not contribute with it. This also applies to any CONTRACTOR Excess or Umbrella liability policies.
3. **Umbrella or Excess Policy:** The CONTRACTOR may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable if the Primary and Umbrella or Excess Policies provide all the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to

contribute to a loss until the CONTRACTOR's primary and excess liability policies are exhausted.

4. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled without notice to the CRPD.
5. **Waiver of Subrogation:** CONTRACTOR hereby grants to CRPD a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against the CRPD by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CRPD has received a waiver of subrogation endorsement from the insurer.
6. **Self-Insured Retentions:** Self-insured retentions ("SIR"s) must be declared to and approved by the CRPD in writing. The CRPD may require the CONTRACTOR to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or CRPD. Any and all deductibles and SIRs shall be the sole responsibility of CONTRACTOR or subcontractor who procured such insurance and shall not apply to the Additional Insureds. The CRPD may deduct from any amounts otherwise due CONTRACTOR to fund the SIR/deductible. Policies shall not contain any SIR provision that limits the satisfaction of the SIR to the CONTRACTOR. The policy must also provide that defense costs, including the allocated loss adjustment expenses, will satisfy the SIR or deductible. The CRPD reserves the right to obtain a copy of any policies and endorsements for verification.
7. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII. Lower rated, or approved but not admitted insurers, or any other requirement changes (such as limits) are subject to the prior approval of the CRPD Risk Manager.
8. **Claims Made Policies:** If any of the required policies provide claims-made coverage (1) the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work, (2) insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract of work, and (3) if coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to

the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of three (3) years after completion of work.

- 9. Verification of Coverage:** CONTRACTOR shall furnish the CRPD with original certificates and amendatory endorsements, or copies of the applicable policy language affecting coverage required by this Exhibit. All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by the CRPD before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR’s obligation to provide them. The CRPD reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Any failure, actual or alleged, on the part of the CRPD to monitor or enforce compliance with any of the insurance requirements is not deemed a waiver of any rights on the part of the CRPD.
- 10. Severability of Interest:** The CONTRACTOR 's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 11. Subcontractors:** If CONTRACTOR uses subcontractors or others to perform work under this Agreement, such subcontractors or other persons shall be Named Insured or Additional Insured to the CONTRACTOR’s required insurance coverage or required by the CONTRACTOR to comply with equivalent insurance and conditions of this section.
- 12. Maintenance Of Insurance Coverage:** CONTRACTOR shall provide CRPD with evidence of each policy's renewal ten (10) days in advance of its anniversary date. CONTRACTOR is required by this Agreement to immediately notify CRPD if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. CONTRACTOR shall provide evidence that such insurance has been replaced, or its cancellation notice is withdrawn, without any interruption in coverage, scope or limits. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of CONTRACTOR to furnish insurance during the term of this Agreement. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.
- 13. Special Risks or Circumstances:** CRPD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

BUDGET REQUIREMENTS

I. RENTAL FEE SCHEDULE PAYMENT TO DISTRICT

The CONTRACTOR shall pay to DISTRICT the total annual rent set forth below, subject to adjustment as provided herein:

- A. Base Rent. Commencing **January 1, 2026** ("Commencement Date"), CONTRACTOR shall pay DISTRICT a Base Rent in the initial amount of **\$3,600.00** annually for space to host weekly Farmers Market.
- B. Adjustment to Base Rent. The Base Rent shall adjust on January 1 of each year following the Commencement Date at the rate of 3% per annum throughout the initial term of the Agreement and any extensions thereto.
- C. Payment Timeframe. Initial payment for 2026 shall be due by January 30, 2026. Future annual payments for the Agreement are due and payable in advance no later than December 31 of each year. Any such payment received more than **five (5)** calendar days past the date such payment is due shall be subject to a **twenty percent (20%)** late charge.
- D. Payment Location. All payments shall be made to the DISTRICT at 5750 Grant Avenue, Carmichael, CA 95608-3779, Attn. Accounts Receivable

II. CONTRACTOR REQUIREMENTS

- A. CONTRACTOR shall provide rate sheet listing fees charged by the CONTRACTOR to vendors to participate in the Event(s).
- B. CONTRACTOR shall provide a minimum of two (2) spaces each week for the DISTRICT and/or non-profit group(s) selected by the DISTRICT to distribute information and/or take registration for their programs at no cost. Any equipment or materials for these spaces must be provided by the DISTRICT or the participating non-profit group(s).
- C. CONTRACTOR shall extend a discount to farmers and food product vendors operating within CRPD jurisdiction.
- D. CONTRACTOR may plan to participate and accept:

1. WIC Farmers Market and Senior Market Nutrition Programs
 2. WIC Fruit & Vegetable Check Program
 3. California Advantage, Electronic Benefits Transfer (EBT) cards for local residents to enable use of food stamp benefits to purchase produce at the Event(s).
- E. CONTRACTOR shall maintain for four (4) years following termination of this Agreement full and complete documentation of all services, income, and expenditures associated with performing the services covered under this Agreement. Revenue documentation shall include prenumbered receipts for funds received. Expense documentation shall include time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.

III. WORK NOT IN SCOPE OF SERVICES

CONTRACTOR shall immediately notify CRPD'S Project Manager in writing of any work that CRPD requests to be performed that CONTRACTOR 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 until the DIRECTOR approves such request in writing and authorizes the use of any contingency funds for such work, or an amendment providing for an adjustment in CONTRACTOR'S compensation is approved and executed by both parties.

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