

**ORANGEVALE RECREATION & PARK DISTRICT
BOARD OF DIRECTORS MEETING
THURSDAY, JULY 25, 2019**

**SPECIAL MEETING 6:30 PM
LOCATION:
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. ADMINISTRATOR'S REPORT

a. Admin. & Finance Committee Mtg. – Friday, August 2, 2019 at 8:30 a.m. at the District Office (verbal)

7. UNFINISHED BUSINESS

8. NEW BUSINESS

- a. Approve Resolution 19-07-629 Approving the Application for Statewide Park Development and Community Revitalization Program Grant Funds (pg 1)
- b. Approval of the Agreement with Jennifer Claassen, with Clipped In Races, to Rent Orangevale Community Park for a Cyclocross Event on October 11-12, 2019 (pg 2-16)

9. DIRECTOR'S AND STAFF'S COMMENTS

10. ITEMS FOR NEXT AGENDA

11. CLOSED SESSION

a. Closed Session pursuant to Government Code Section 54956.8

Conference with Real Property Negotiators
Property: 6930 Hazel Avenue, Orangevale, CA 95662

Agency Negotiator: Greg Foell
Negotiating Parties: Regency Baptist Church
Under Negotiation: Price and Terms

b. Closed Session pursuant to Government Code Section 54956.8

Conference with Real Property Negotiators
Property: 6927 Escallonia Drive, Orangevale, CA 95662
6931 Escallonia Drive, Orangevale, CA 95662
6943 Escallonia Drive, Orangevale, CA 95662

Agency Negotiator: Greg Foell
Negotiating Parties: Glynn and Dennis Wright, Richard and Danya Newey, Joseph Janusch, and
Miranda Harvel
Under Negotiation: Price and terms of payment

12. **RESUME PUBLIC SESSION & ANNOUNCE ACTIONS FROM CLOSED SESSION**

13. **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



RESOLUTION # 19-07-629

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
ORANGEVALE RECREATION AND PARK DISTRICT
APPROVING THE APPLICATION FOR STATEWIDE PARK
DEVELOPMENT AND COMMUNITY REVITALIZATION
PROGRAM GRANT FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contact with the State of California to complete the Grant Scope project;

NOW, THEREFORE, BE IT RESOLVED, that the Orangevale Recreation & Park District hereby:

**APPROVES THE FILING OF AN APPLICATION FOR THE PECAN
PARK RENOVATION PROJECT; AND**

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to the District Administrator to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the competition of the Grant Scope; and
5. Agrees to comply with all the applicable federal, state and local laws, ordinances, rules, regulations and guidelines; and
6. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

APPROVED AND ADOPTED the 25th day of July, 2019. I, the undersigned, hereby certify that the foregoing Resolution Number 19-07-629 was duly adopted by the Board of Directors following a roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: _____
Chair, Board of Directors

ATTEST: _____
Clerk of the Board

STAFF REPORT



DATE: 7-25-19

TO: Board of Directors

FROM: Greg Foell, District Administrator

SUBJECT: APPROVAL OF THE AGREEMENT WITH JENNIFER CLAASSEN, WITH CLIPPED IN RACES, TO RENT ORANGEVALE COMMUNITY PARK FOR A SACRAMENTO CYCLOCROSS EVENT ON OCTOBER 11-12, 2019

RECOMMENDATION

Approve the agreement with Jennifer Claassen, with Clipped In Races, to rent Orangevale Community Park area, with the exception of Shady Oaks Disc Golf Course, for a Sacramento Cyclocross event on October 11-12, 2019.

BACKGROUND

Jennifer Claassen, with Clipped In Races, approached the District about renting the Orangevale Community Park for a Sacramento Cyclocross event for about 450 people on October 11-12, 2019. The group will set-up the day before, October 11th, 2019, with stakes and flags to help mark the course. These flags will not cut off access through the park. The day of the event the group will have tents, tables, finish arch, race announcements, intermittent music, and an enclosed beer garden for the spectators. The event will be free for the spectators and will last from 5:30 a.m. to 7:30 p.m. OVparks has approved this event in 2013, 2014, 2015, 2018.

RECOMMENDED MOTION

I move that we approve the agreement with Jennifer Claassen, with Clipped In Races, to rent Orangevale Community Park for a Sacramento Cyclocross event on October 11-12, 2019.



SPECIAL USE PERMIT AGREEMENT

This Agreement is made and entered into this **25th day of July, 2019** by and between Orangevale Recreation & 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 **Jennifer Claassen, with Clipped In Races**, 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 a community special event for the public on **Saturday, October 12, 2019**; and

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 **Clipped In Races Cyclocross Bicycle Race on Saturday, October 12, 2019** (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 **Friday, October 11, 2019 at 12 p.m.** and is required to complete Event take-down and cleanup by **Saturday, October 12, 2019 at 7:00 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 **Saturday, October 12, 2019 at 7:00 p.m.**

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 **Friday, August 23, 2019**, 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 **nine hundred and fifty-three dollars (\$953.00)** (the "Rental Fee") no later than **Friday, August 23, 2019**.

4. If the event is cancelled for any reason more than ninety (90) days prior to the scheduled date, the District agrees it will refund the entirety of the Deposit paid pursuant to Paragraph 3 above.

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 and 100% of the Rental Fees

Within 29 to 1 Days prior to the event, 0% of the Deposit and 100% of the Rental Fees

CHARGES BY PERMITTEE

5. Permittee shall have the right to charge admission to members of the public desiring to attend the Event in 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

6. 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 **NOT** furnish Permittee with electrical and/or water usage.

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

7. Permittee understands and agrees to do the following:

a. Permittee shall attend a pre-event inspection walk-through which will take place on **Friday, October 11, 2019** with the District's representatives and the post-event inspection walk-through that will take place on **Monday, October 14, 2019** 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 seven business (7) days from the Event's final walk-through on **Monday, October 21, 2019**. 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 **fifteen (15) days** after the approval of the rental application for review by the District. Any District feedback on the layout for the Event shall be given no later than thirty (30) days from the approval of the rental application. 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 **two (2) weeks 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 **thirty (30) days** prior to the event. The plan to accommodate this section shall be submitted to the District for approval no later than **thirty (30) days** prior to the event. 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 shall be 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 **thirty (30) days** prior to the Event. Such notification shall be by mail or personal delivery. Permittee shall provide District with written proof that such notifications have been made.

k. 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.

l. 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.

m. 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.

n. 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.

o. 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

8. 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

9. 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

10. 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

11. 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

12. 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.

13. 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.

14. 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.

15. 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.

16. 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

17. 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.

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 & Park District
6826 Hazel Avenue
Orangevale, CA 95662

Jennifer Claassen/Clipped In Races
4818 Golden Foothill Parkway, Suite 4
El Dorado Hills, CA 95762

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
& PARK DISTRICT**

Jennifer Claassen/Clipped In Races

By _____
Chairperson

By _____
Permittee

By _____
Clerk



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 #:	_____
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: Clipped In Races
 Address: 4818 Golden Foothill Pkwy, Suite 4 City/State/Zip: El Dorado Hills, CA 95762
 Phone #: (916) 905-0965 Email: jennifer@clippedinraces.com
 Sponsoring Organization/Company: Clipped In Races
 Authorized Organization Representative: Jennifer Claassen

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: www.saccyclocross.com Organization Email: jennifer@clippedinraces.com

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

Alternate Contact Name: Clint Claassen Phone/Email: (916) 396-7783

FACILITY REQUESTED

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

Other Facility: Please see attached course map

EVENT INFORMATION

Event Name: Sacramento Cyclocross

Event Date(s): October 12, 2019 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: (Oct 11) 12:00 <input type="checkbox"/> am <input checked="" type="checkbox"/> pm	From: (Oct 12) 8:00 <input checked="" type="checkbox"/> am <input type="checkbox"/> pm	From: (Oct 12) 4:00 <input type="checkbox"/> am <input checked="" type="checkbox"/> pm
To: (Oct 12) 8:00 <input checked="" type="checkbox"/> am <input type="checkbox"/> pm	To: (Oct 12) 4:00 <input type="checkbox"/> am <input checked="" type="checkbox"/> pm	To: (Oct 12) 7:00 <input type="checkbox"/> am <input checked="" type="checkbox"/> pm

Type of Event: Concert Festival Celebration Run/Walk Other Bicycle race

Purpose of Event: A bicycle race that does laps on a 1.5 mile course consisting of grass, pavement and dirt.

Overall Estimated Attendance: 200 at a time Daily 450 Adults 375 Children 75

Has this event been produced before? Yes No If yes, previous attendance: 400

If yes, list previous name, date and location of event: Orangevale Park and other local parks since 1998

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.

Cyclocross is a bicycling event where the course is comprised of all types of surfaces – pavement, grass, concrete, gravel, sand etc. The course is ridden on bicycles very similar to a road bikes, only with dirt tires and different brakes. The course is taped off using temporary plastic "step in" posts with safety tape to define the course. Races are run throughout the day, and riders do laps on the course for a set amount of time. (Beginners for 30 minutes, experts for 60 minutes, etc.) We offer a free kids races in the middle of the day.

How does the community of Orangevale benefit from this event?

It's a family-friendly, exciting sport to watch. It's easy for people to participate, and families enjoy being able to see their loved ones come by multiple times during the race. Many of our racers live in Orangevale, Folsom, Citrus Heights, and Fair Oaks and enjoy being able to compete close to home.

Is this a Public or Private event? Public Private Other Free to spectators, entry fee for racers.

If public, please give name, phone number and website for public event information: www.whatiscyclocross.com

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:

No charge for spectators. Fee for racers, and fee for food.

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 # El Fira Wood Fired Foods

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

If yes, please list the time alcohol will be served 10:00 am - 4:00 pm

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

If yes, please list Tents, tables, and equipment to chip time the race. Step-in stakes for the course.

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: [Signature] DATE: 5/22/19

REVIEWED BY OVPARKS REPRESENTATIVE: _____ DATE: _____

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: Sacramento Cyclocross

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

Day 1: Day of Week <u>Friday</u>	Date <u>October 11, 2019</u>	Start Time <u>12:00 pm</u>	End Time <u>6:00 pm</u>
Day 2: Day of Week <u>Saturday</u>	Date <u>October 12, 2019</u>	Start Time <u>5:30 am</u>	End Time <u>8:00 am</u>

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

Day 1: Day of Week <u>Saturday</u>	Date <u>October 12, 2019</u>	Start Time <u>8:00 am</u>	End Time <u>4:00 pm</u>
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 <u>Saturday</u>	Date <u>October 12, 2019</u>	Start Time <u>4:00 pm</u>	End Time <u>7:00 pm</u>
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 type="checkbox"/> Amplified Music – Live | Hours – Start _____ End _____ |
| <input checked="" type="checkbox"/> Amplified Music – Recorded | Hours – Start <u>8:30 am</u> End <u>4:00 pm</u> |
| <input type="checkbox"/> Carnival Booths/Rides | Hours – Start _____ End _____ |
| <input type="checkbox"/> Other <u>Race announcements</u> | Hours – Start <u>8:30 am</u> End <u>4:00 pm</u> |

Sporting Activities

- | | |
|------------------------------------------------------|-------------------------------------------------|
| <input type="checkbox"/> Type <u>Cyclocross race</u> | Hours – Start <u>9:00 am</u> End <u>4:00 pm</u> |
| <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 type="checkbox"/> Portable Hand Wash Station |
| <input checked="" type="checkbox"/> Electrical Generators | <input checked="" type="checkbox"/> Portable Restrooms | <input type="checkbox"/> Other |
| <input type="checkbox"/> Animals on event grounds – Petting zoo, pony rides, horses, etc Explain: | | |
| <input type="checkbox"/> Vehicles on event grounds – car show, etc Explain: | | |
| <input type="checkbox"/> I request overnight camping. Explain: | | |
| <input checked="" type="checkbox"/> Public Address, Microphone, Loud Speaker(s) | | |
| <input checked="" type="checkbox"/> I request access to an Orangevale Recreation & Park District <u>water</u> source | | |
| <input checked="" type="checkbox"/> I request access to an Orangevale Recreation & Park District <u>electric</u> 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 under-age 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: 5/22/19

REVIEWED BY OVPARKS REPRESENTATIVE: _____ DATE: _____

Submit

Sacramento Cyclocross

Additional information for special event permit on October 12, 2019

Insurance

We carry a \$3m aggregate, \$1m per occurrence liability policy for our races. We will provide a certificate of insurance listing the following as additionally insured on our policy:

Orangevale Parks and Recreation Department
6826 Hazel Avenue
Orangevale, CA 95662

We will also provide an endorsement page.

Alcohol Management Plan

We would like to have a beer garden.

We are partnering with the non-profit group Folsom Auburn Trail Riders Action Coalition (FATRAC). FATRAC will purchase the necessary Daily License from the California Department of Alcoholic Beverage Control (ABC), and they will secure a \$1m alcohol liability policy. FATRAC will have a designated staff person who will be in charge of serving the beer and confirming ages.

Bike Dog Brewery (www.bikedogbrewing.com) is our beer sponsor.

El Fira Wood Fired Foods will have food available for purchase.

Parking and Traffic Management Plan

Racers will be asked to park in the following locations:

- 1.) The parking lot near the corner of Filbert Avenue and Oak Avenue (east-northeast part of the park)
- 2.) The dirt lot near the corner of Oak Avenue and Filbert Avenue (north-northeast part of the park)
- 3.) The parking lot off of Hazel Avenue (west side of the park)
- 4.) Casa Robles high school

Racers will be specifically instructed NOT to park on residential streets out of respect for neighbors. These instructions will be on the race website (www.saccyclocross.com) and included in the pre-race email that goes out to all potential athletes.

Sanitation, Waste & Utility Plan

We will have trash bags available and will take responsibility for removing all the trash when we leave.

We will bring in four portable toilets to be placed as close to the Registration area as possible.

Staffing Plan

We have a core staff of approximately 10 people that work at Clipped In Races events, and are very familiar with what to expect at our events. In addition, we partner with a local bike shop to provide additional volunteers to help with set-up / clean-up, course marshal duties, etc.

Emergency and Safety Plan

We hire Versacare EMS (<http://versacare-ems.com>) to provide first-on-scene medical services to both racers and spectators if the need arises. Their staff is qualified to decide when additional emergency services may be needed, and they act as the main point of contact for those situations. In all the races we have done, there has never been a need for security; however, we will call the police if need be. There are designated sections of the race course that allow for pedestrians to cross. Any/all disabled persons will have access to the park as they would any other day.

Event Marketing Plan

We rely on posters in bike shops, our race website (www.saccyclocross.com), and social media to promote our event. We have a very targeted market (competitive cyclists who want to race during the winter), so there is no need for mass marketing on radio, tv, etc.

Notification Plan

We do not have a notification plan because our event is completely contained within the confines of Orangevale Park.

Event Detail

The 2018 course map at Orangevale Park.

