



Spreckels Memorial District
SPECIAL MEETING OF THE BOARD OF DIRECTORS
Thursday May 25, 2017 6:00pm
 Spreckels Veterans Memorial Building, 5th & Llano, Spreckels, CA 93962

AGENDA

Agenda order may be adjusted by Chair for purposes of meeting flow and to be respectful of the time concerns of guests present.

1. CALL TO ORDER:
2. ROLL CALL & ESTABLISHMENT OF QUORUM:

 Scott Henningsen, Rick Magno, Ron Eastwood, Cathy McDougall, Rich Foster
3. PUBLIC COMMENTS: *At this time any person may comment on any item which is not on the agenda. Please state your name and address for the record. Action will not be taken on any item that is not on the agenda. If it requires action, it will be referred to staff and/or placed on the next agenda. Board members may briefly respond to statements made or questions posed as permitted by Government Code Section 54954.2. In order that all interested parties have an opportunity to speak, please limit comments to a maximum of five (5) minutes. Any member of the public may comment on any matter listed on this agenda at the time the matter is being considered by the Board of Directors.*
4. ACTION ITEMS: DISCUSSION AND APPROVAL
 - a. Approve Memorandum of Understanding With First Night Monterey to produce 2017 Spreckels 4th of July Celebration.
 - b. Approve Contract with California Highway Patrol for Traffic Control for 2017 Spreckels 4th of July Celebration and authorize payment.

5. ADJOURN MEETING: Next Regular Meeting: June 7, 2017.

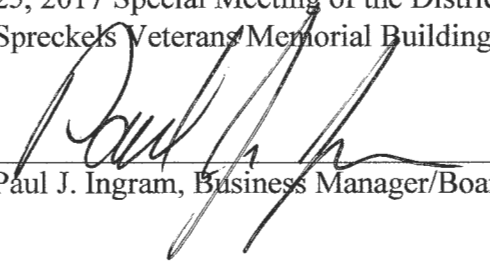
ADA COMPLIANCE

In compliance with the American Disabilities Act (ADA), disabled individuals requiring special accommodations to access, attend, or participate in District Board meetings, should contact the District Administrative Office, [831] 455-7855. To ensure that your request is granted please notify this office at least one business day prior to the scheduled public meeting.

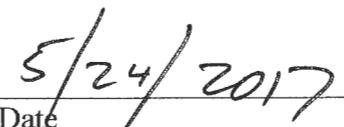
In Compliance with Government Code section 54957.5, non-exempt writings that are distributed to a majority or all of the Board in advance of a meeting, may be viewed at Spreckels Veterans Memorial Building, 5th and Llano Streets, Spreckels, CA 93962, or at the scheduled meeting. In addition, if you would like a copy of any record related to an item on the agenda, please contact the District during normal business hours. Email requests please use spreckelmd.main@gmail.com.

Certification

I, Paul J. Ingram, Business Manager/Board Clerk for Spreckels Memorial District, do hereby declare that the foregoing agenda was posted at least (24) hours prior to the May 25, 2017 Special Meeting of the District Board of Directors scheduled for 6:00 pm at Spreckels Veterans Memorial Building, 5th and Llano Streets Spreckels, CA 93962



Paul J. Ingram, Business Manager/Board Clerk



Date

To download the full agenda packet go to www.spreckelsmd.specialdistrict.org. Click on the May 25 meeting notice. A link to the agenda will appear.

CONTRACTOR SERVICES AGREEMENT FOR July 4th

Event Production & Management

SPRECKELS MEMORIAL DISTRICT and First Night Monterey

THIS CONTRACT is made and entered into between Spreckels Memorial District, a 5013C Corporation (“Spreckels”) and First Night Monterey (“Contractor”).

Spreckels and Contractor agree as follows:

1. SCOPE AND STANDARDS:

A. **CONTRACT**. Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary to complete the services described in the SCOPE OF WORK AND STANDARDS FOR SERVICES, attached hereto and incorporated herein by this reference as Exhibit A, as requested by the Spreckels. This Contract and its exhibits shall be known as the “Contract Documents.” Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein.

2. EMPLOYMENT STATUS OF PERSONNEL:

A. **INDEPENDENT CONTRACTOR; EMPLOYEES OF CONTRACTOR.**

Contractor enters into this Contract as, and shall at all times remain as to the Spreckels, an independent contractor and not as an employee of the Spreckels . Nothing in this Contract shall be construed to be inconsistent with this relationship or status. Any persons employed by Contractor for the performance of services pursuant to this Contract shall remain employees of Contractor, shall at all times be under the direction and control of Contractor, and shall not be considered employees of Spreckels . All persons employed by Contractor to perform services pursuant to this Contract shall be entitled solely to the right and privileges afforded to Contractor employees and shall not be entitled, as a result of providing services hereunder, to any additional rights or privileges that may be afforded to Spreckels employees.

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B. **INDEPENDENT INVESTIGATION**. The Contractor agrees and hereby represents it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

C. **COMPLIANCE WITH EMPLOYMENT LAWS**. The Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

D. **UNLAWFUL DISCRIMINATION PROHIBITED**. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, sexual orientation or gender identification.

3. TIME OF PERFORMANCE:

The services of Contractor are to commence upon execution of this Contract by Spreckels , and shall be undertaken and completed in a prompt and timely manner, in accordance with the Scope of Work referenced in Exhibit A. The services to be provided by the Spreckels to commence upon execution of this Contract and undertaken and completed by Spreckels staff in cooperation with the Contractor are referenced in Exhibit B.

4. COMPENSATION:

A. **TERMS**. Compensation to the Contractor shall be as set forth in Exhibit c attached

hereto and made a part hereof.

B. **NO PAY FOR ADDITIONAL SERVICES WITHOUT WRITING**. Contractor shall not be compensated for any services rendered in connection with its performance of this Contract, which are in addition to those set forth herein or listed in Exhibit A, unless such additional services are authorized in advance and in writing by the Spreckels Manager or the Spreckels Manager's designee (hereinafter "Spreckels Manager" shall include the Spreckels Manager's designee). Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by Spreckels and Contractor at the time Spreckels 's express written authorization signed by the Spreckels Manager is given to Contractor for the performance of said services.

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5. SUPERVISION, LABOR AGREEMENTS AND PERSONNEL:

A. **CONTRACTOR SUPERVISES PERSONNEL.** The Contractor shall have the responsibility for supervising the services provided under this Contract, hiring of personnel, establishing standards of performance, assignment of personnel, determining and affecting discipline, determining required training, maintaining personnel files, and other matters relating to the performance of services and control of personnel. The Spreckels Memorial District Business Manager may use any reasonable means to monitor performance and the Contractor shall comply with the Spreckels Business Manager's request to monitor performance.

B. **PERFORMANCE NOT SUBJECT TO EMPLOYMENT AGREEMENTS.** The Spreckels acknowledges that the Contractor may be obligated to comply with bargaining agreements and/or other agreements with employees and that the Contractor is legally obligated to comply with these Contracts. It is expressly the intent of the parties and it is agreed by the parties that the Contractor's performance shall not in any manner be subject to any bargaining agreement(s) or any other agreement(s) the Contractor may have covering and/or with its employees.

C. **APPROVAL OF STAFF MEMBERS.** Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff assigned to perform the services required under this Contract. Contractor shall notify Spreckels of any changes in Contractor's staff to be assigned to perform the services required under this Contract and shall obtain the approval of the Spreckels Manager of a list of all proposed staff members who are to be assigned to perform services under this Contract prior to any such performance.

6. **TERMINATION:**

A. **30 DAYS NOTICE.** The Spreckels, upon thirty (30) days written notice, may terminate this Contract, without cause, at any time. In the event of such termination, Contractor shall be compensated for non-disputed fees under the terms of this Contract up to the date of termination.

7. **CHANGES:**

The Spreckels or Contractor may, from time to time, request changes in the scope of the services of Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation and/or changes in the schedule must be authorized in advance by both Parties in writing. Mutually agreed changes shall be incorporated in written amendments to this Contract. The Spreckels Manager must authorize any increase in the amount of Contractor's compensation and/or changes in Exhibit A and or Exhibit B in advance.

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8. CONFLICTS OF INTEREST:

A. **CONTRACTOR** covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of Spreckels or which would in any way hinder Contractor's performance of services under this Contract. Contractor further covenants that in the performance of this Contract, Contractor shall take reasonable care to ensure that no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Spreckels Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of Spreckels in the performance of this Contract. Contractor agrees to include language similar to this Section 9(A) in all contracts with subcontractors and agents for the work contemplated herein.

9. CONFIDENTIAL INFORMATION:

A. **ALL INFORMATION KEPT IN CONFIDENCE**. All materials prepared or assembled by Contractor pursuant to performance of this Contract are confidential and Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the Spreckels , except by court order.

B. **REIMBURSEMENT FOR UNAUTHORIZED RELEASE**. If Contractor or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, the Spreckels has the right to reimbursement and indemnity from party releasing such information for any damages caused by the releasing party's, including the non-releasing party's attorney's fees and disbursements, including without limitation expert's fees and disbursements.

C. **COOPERATION**. Spreckels and Contractor shall promptly notify the other party should Contractor or Spreckels , its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Contract and the work performed there under or with respect to any project or property located within the Spreckels . Spreckels and Contractor each retains the right, but has no obligation, to represent the other party and/or be present at any deposition, hearing or similar proceeding. Contractor and Spreckels agree to cooperate fully with the other party and to provide the other party with the opportunity to review any response to discovery requests provided by Contractor or Spreckels . However, Spreckels and Contractor's right to review any such response does not imply or mean the right by the other party to control, direct, or rewrite said response.

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10. PROVISION OF LABOR, EQUIPMENT AND SUPPLIES:

A. **CONTRACTOR PROPERTY.** Contractor shall furnish all necessary labor, supervision, equipment, communications facilities, and supplies necessary to perform the services required by this Contract. Spreckels acknowledges that all equipment and other tangible assets used by Contractor in providing these services are the property of Contractor and shall remain the property of Contractor upon termination of this Contract.

B. **SPECIAL SUPPLIES.** Spreckels shall be responsible for supplying any special supplies, stationary, notices, forms or similar items that it requires to be issued with a Spreckels logo. All such items shall be approved by the Spreckels Manager and shall be provided at Spreckels 's sole cost and expense.

11. COMPLIANCE WITH LAW:

A. **COMPLIANCE REQUIRED.** Contractor shall keep itself informed of applicable local, state, and federal laws and regulations which may affect those employed by it or in any way affect the performance of its services pursuant to this Contract. Contractor shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. Contractor shall at all times hold a valid contractor's license if performing any function or activity for which a license is required pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the California Business and Professions Code, and Contractor shall provide a copy of the license(s) upon the request of the Spreckels . The Spreckels , its officials, officers, elected officials, appointed officials and employees shall not be liable at law or in equity as a result of any failure of contractor to comply with this section.

B. **PREVAILING WAGES.** In the event it is determined that the Contractor is required to pay prevailing wages for the work performed under this Agreement, the Contractor shall pay all penalties and wages as required by applicable law.

12. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the Spreckels Manager. Contractor shall be as fully responsible to the Spreckels for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

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13. ASSIGNABILITY:

Contractor shall not assign or transfer any interest in this Contract whether by assignment or notation. However, claims for money due or to become due Contractor from the Spreckels under this Contract may be assigned to a financial institution, but only with prior written consent of the Spreckels Manager. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the Spreckels . The rights and benefits under this agreement are for the sole and exclusive benefit of the Spreckels and this Contract shall not be construed that any third party has an interest in the Contract.

14. LIABILITY OF CONTRACTOR:

Contractor shall be responsible for performing the work under this Contract in a manner, which is consistent with the generally accepted standards of Contractor's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The Spreckels shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Contractor or its employees, agents, contractors or subcontractors.

15. INSURANCE:

Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached to and part of this agreement.

16. RECORDS:

Contractor shall maintain complete and accurate records with respect to labor costs, material expenses, parcels abated or serviced and other such information required by Spreckels that relates to the performance of services under this Contract. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible and in a form acceptable to the Spreckels , which the Spreckels may specify and change from time to time. Contractor shall provide free access to the representatives of Spreckels or its designees, at reasonable times, to such books and records, shall give Spreckels the right to examine and audit said books and records, shall permit Spreckels to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to this Contract. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

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17. MISCELLANEOUS PROVISIONS:

A. **ASSIGNMENT OR SUBSTITUTION**. Spreckels has an **NONDISCRIMINATION / NONPREFERENTIAL TREATMENT STATEMENT** In performing this Contract, the parties shall not discriminate or grant preferential treatment on the basis of race, sex, color, age, religion, sexual orientation, general identification, disability, ethnic , or national origin, and shall comply to the fullest extent allowed by law, with all applicable local, state, and federal laws relating to nondiscrimination.

B. **GOVERNING LAW**. The Spreckels and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract and also govern the interpretation of this Contract. Any litigation concerning this Contract shall take place in the San Luis Obispo Superior Court, federal diversity jurisdiction being expressly waived.

C. Spreckels has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Contractor by this Contract. In recognition of that interest, neither any complete nor partial assignment of this Contract, may be made by Contractor nor changed, substituted for, deleted, or added to without the prior written consent of Spreckels which consent shall not be unreasonably withheld. Any attempted assignment or substitution shall be ineffective, null, and void, and constitute a material breach of this Contract entitling Spreckels to any and all remedies at law or in equity, including summary termination of this Contract. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Contract.

D. **ENTIRE CONTRACT** . This Contract constitutes the entire Contract and understanding between the parties relative to the services specified herein and there are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in this Contract and this Contract supersedes all prior understandings, agreements, courses of conduct, prior dealings among the parties and documentation of any kind without limitation.

E. **AMENDMENTS**. This Contract may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by each of the parties. The parties agree that this requirement for written modifications cannot be waived and any attempted waiver shall be void.

F. **CONSTRUCTION AND INTERPRETATION**. Contractor and Spreckels agree and acknowledge that the provisions of this Contract have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this Contract and to have such provisions reviewed by legal counsel.

Contract shall not be resolved against the drafting party. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Contract.

G. **WAIVER**. The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Contract shall not be deemed a waiver with respect to any subsequent default or other matter.

H. **SEVERABILITY**. The invalidity, illegality or unenforceability, of any provision of this Contract shall not render the other provisions invalid, illegal or unenforceable.

I. **NOTICES**. All invoices, payments, notices, demands, requests, comments, or approvals that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties (deemed to have been received three (3) business days after deposit in the U.S. Mail) at the following addresses:

First Night Monterey

Spreckels Memorial District

Ellen Martin Executive Director

542 Archer St Monterey, CA 93940

PO Box 7266, Spreckels, CA 93962

Each party may change the address at which it gives notice by giving ten (10) days advance, written notice to the other party.

K. **AUTHORITY TO EXECUTE**. The person or persons executing this Contract on behalf of Contractor warrant and represent that they have the authority to execute this Contract on behalf of their agency and further warrant and represent that they have the authority to bind Contractor to the performance of its obligations hereunder.

AGREED to this 25th day of May, 2016 by the parties as follows.

NBS

By: _____ Ellen Martin, Executive Director

Attest

By: _____

SPRECKELS MEMORIAL DISTRICT

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I have complied or will comply with such provisions before commencing the performance of the work of this contract. (Cal. Labor C. §§1860, 1861.)

CONTRACTOR

_____ Ellen Martin, Executive Director

EXHIBIT A Scope of Service

Contractor will plan, direct and implement all aspects of the 4th of July event at Patriot Park on behalf of the Spreckels Memorial District . Contractor will coordinate pre-event activities, manage race and programming, provide for music entrainment and coordinate all vendor activities.

Additional work shall include:

- • Day of event management including working with Board in soliciting volunteers.
- • Work with Spreckels steering committee to help with the production and logistics of the event.
- • Develop stage program with local talent. Propose program, solicit bands and manage contracts, invoices and payments.
- • Source, select and manage run vendors and event vendors.
- • Recruit and schedule volunteer groups and manage volunteer staff
- • Coordinate with the Spreckels the ordering of equipment and oversee day of event duties.
- • Design, copy, layout and print posters and distribute signs, fliers as needed.
- • Write and distribute Public Service Announcements, press releases and other marketing and advertising promotions as approved by Spreckels Memorial Board.
- Create Sponsorship Packet and work with the Board to solicit donations-
- Est: \$8-10K T&A, \$3K from D' Ariggo Brother and another \$5K from local businesses.
- First Night Monterey has the right to include their sponsors names in signage, T Shirts, etc

EXHIBIT B
Service to be provided by Spreckels

The following items shall be provided by the Spreckels and are not the responsibility of the contractor:

- • Special Event Permits with County, permitting and coordinating
- • Contractual services:
 - Police and event security
 - Temporary Restroom Facilities
 - Public Work sanitary event maintenance

Event Management and Production Fee: \$11,000

This includes 200+ hours of event management

100 hours for Lisa Claussen, 100hours for Ellen Martin

FNM event insurance : \$1300.00 (estimate)

Reimbursement:

- Media and Advertisement • Entertainment: _____

EXHIBIT C
Compensation

Any Expenses exceeding such budgeted amounts must be pre-authorized, in writing by the Spreckels . Contractor represents and warrants that all services performed under this Agreement will be of professional quality conforming to generally accepted industry practices

EXHIBIT D
Insurance Requirements

Contractor shall procure and maintain for the duration of the contract, *and for two years thereafter*, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT 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 or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains higher limits than the minimums shown above, the Spreckels requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Spreckels .