

*Rio Dell City Hall
675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532
cityofriodell.ca.gov*



April 15, 2025

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Discussion and Possible Action Related to Donation to Chamber of Commerce for
Cinco de Mayo Celebration at the Scotia Lodge

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Provide direction to staff.

BACKGROUND AND DISCUSSION

It was requested that the Council agendaize a discussion and action item related to a donation for the Chamber of Commerce's upcoming Cinco de Mayo celebration. Due to the timing of Cinco de Mayo, this would be the Council's last regularly scheduled meeting before the event. Staff has no additional information on the request or details of the event other than what is attached.

If such a donation is directed, the City Attorney has provided a draft agreement for the City Manager's signature and the signature of the Chamber of Commerce. Contributions to the Chamber for Cinco de Mayo are not budgeted but depending upon the size of the donation, there is likely available funds in the City Council budget.

Attachments:

Notification from the Chamber of the Cinco de Mayo event.
Standard agreement drafted by the City Attorney.

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Event: Cinco de Mayo Celebration -

Sunday, May 4th. 1:00-5:00

Venue: Scotia Lodge -

Kids Zone, Grassy area to the left of Lodge.

Activities to include Games, Pinata and Bounce House/Slide Combo. (Humboldt Bouncers)

Organized by A-OK The Clown, along with his wife AKA 'Wizards of Play'. (1 - 3:00)

Followed by, Latin buffet featuring Enchiladas, Tacos, Spanish Rice & Beans, Orchada ect.

7 Piece Mariachi Band - Fortuna -

'Mariachi Herencia Mexicana' - (1&half Hour)

Chambers intention to celebrate Latin Culture & Heritage along with their contribution To our community.

Admission: \$10. Kids 12 and under FREE -

Est. Attendance : 50 = \$500. To be reimbursed

**CITY OF RIO DELL GRANT AGREEMENT WITH THE
RIO DELL CHAMBER OF COMMERCE, A CALIFORNIA NONPROFIT PUBLIC
BENEFIT CORPORATION**

THIS GRANT AGREEMENT (“**Agreement**”) is made and entered into by and between the CITY OF RIO DELL, a California municipal corporation (“**City**”), and the RIO DELL CHAMBER OF COMMERCE, a California nonprofit public benefit corporation (“**Grantee**”). The City and Grantee may be referred to individually as a “**Party**” or collectively as the “**Parties**”.

Recitals

This Agreement is made with reference to the following recital of essential facts:

WHEREAS, Grantee is a nonprofit, tax-exempt public benefit corporation whose purpose is to provide programs and services to enrich, empower and stimulate the economy of the City of Rio Dell and facilitate social activities and community participation in Rio Dell and Scotia communities;

WHEREAS, the City has worked closely with and has supported Grantee’s mission and purpose for many years;

WHEREAS, Grantee’s provision of services and fulfillment of its purpose provides significant public benefits to the residents of the City;

WHEREAS, Grantee is incurring significant expense to facilitate a Cinco De Mayo celebration and stimulate commerce and social interaction in celebration of the event and Latin culture and heritage and contributions to the community; and

WHEREAS, the City wishes to award a grant to Grantee to support the Cinco De Mayo event planned and administered by Grantee.

NOW, THEREFORE, the Parties agree as follows:

1. Status of Grantee. Grantee represents and warrants that it is a nonprofit, tax-exempt organization in good standing under the laws of the State of California and shall remain as such for the term of this Agreement. Grantee further represents and warrants that its signatory is authorized to bind Grantee and execute this Agreement on Grantee’s behalf.

2. Grant Award. Subject to the terms and conditions of this Agreement, the City agrees to provide to Grantee a grant in the amount not to _____ thousand dollars (\$_____.00) (“**Award**”). City may elect in its sole discretion to withhold or require reimbursement of the Award if Grantee defaults under any of the provisions of this Agreement in accordance with Section 17, below.

3. Expenditure of Grant Award. Grantee shall expend the Award solely on the Cinco De Mayo event described in **Exhibit A** (the “Cinco De Mayo Event”). An expenditure that does not comply with this Agreement shall constitute a disallowed cost (“**Disallowed Cost**”) and be subject to reimbursement as specified in Section 15, below. Under no circumstances shall

Grantee expend any portion of the Award for religious or political purposes or for any other purpose prohibited under law, including but not limited to promoting or inhibiting religion in general or any religion in particular, conveying a religious message, or advocating for or against a political candidate or ballot measure.

4. Acknowledgment of Funding Source. Unless otherwise agreed upon in writing between the Parties, Grantee agrees that any publications, studies, or reports which are made possible by or derived, in whole or in part, from the Award and any news articles, brochures, seminars, or other promotional materials or media or events through which Grantee publicizes the programs or projects funded in whole or in part by City will acknowledge the City's support.

5. Relationship between the Parties. Nothing in this Agreement is intended or be construed to create any agency, partnership, joint venture, or employment relationship between City and Grantee. Grantee shall have no ability to bind the City and shall not hold itself out as having any such ability. Neither Grantee nor any of Grantee's officers, employees, agents, or subcontractors, if any, is an employee of City by virtue of this Agreement. Grantee's employees and agents shall not be entitled to any salary or benefits relating to City employment. Grantee acknowledges that the City has no authority or control over the Cinco De Mayo Event, and Grantee assumes all liabilities associated with the promotion, operation and administration of the Cinco De Mayo Event.

6. No Assignment. Grantee shall not assign this Agreement without the express written consent of the City Manager following authorization by formal action of the City Council. Any unauthorized assignment shall be void and shall be considered a material breach of this Agreement.

7. Indemnification. Grantee shall indemnify, hold harmless, and defend City, its City Council, boards and commissions, officers, officials, directors, employees, agents, volunteers and affiliates and each of them from any and all claims, demands, causes of action, damages, costs, expenses, attorney's fees, consultant's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with this Agreement and/or the Cinco De Mayo Event, Grantee's performance hereunder, Grantee's or subcontractor's negligence including active or passive, or strict liability, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Grantee, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by the law, regardless of any limitation of coverage by insurance, with the exception of the sole negligence or willful misconduct of the City. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Insurance Requirements. Grantee agrees to comply with all of the Insurance Requirements set forth in Exhibit B, entitled "Insurance Requirements for Grantee." Failure to maintain the required insurance at all times shall constitute a default and material breach. The provisions of this section shall survive the expiration or termination of this Agreement.

9. Non-Discrimination. In performing this Agreement, Grantee, shall not, and shall ensure that any and all contractors or subcontractors, employees, agents, volunteers, officers, officials, directors, volunteers, and affiliates, also shall not discriminate, harass, or allow harassment against any person on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability, mental disability, medical condition, age, marital status, sexual orientation, actual or perceived gender identity, or any other basis prohibited under law. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

10. Compliance with Law. In performing this Agreement and the Programs, Grantee agrees to comply with all applicable local, state, and federal laws, rules, and regulations.

11. Accounting. For purposes of performance under this Agreement and receipt and expenditure of Award, Grantee shall at all times maintain an accounting system that comports with generally accepted accounting principles and shall separately account for the Award.

12. Financial Records and Financial Report. Grantee shall maintain satisfactory financial accounts, books, records, documents, and other evidence sufficient to properly reflect the amount, receipt, and expenditure of the Award.

13. Audit and Examination. Upon request, the City's Finance Director and/or City Manager shall be provided with access and shall have the right to examine all financial records, documents, facilities, and activities related to Grantee's performance of this Agreement and to the receipt and expenditure of the Award. Failure to comply with the request for audit, or a lack of documentation and records, shall be cause for termination in accordance with Section 17, below. The provisions of this section shall survive the expiration or termination of this Agreement.

14. Preservation of Records. Grantee shall preserve and make available all records related to performance of this Agreement and related to the receipt and expenditure of the Award until the expiration of four (4) years from the date of final payment to Grantee or as required by applicable law, whichever is longer. The provisions of this section shall survive the expiration or termination of this Agreement.

15. Reimbursement of Disallowed Costs. Within ten (10) business days of the date of City's written notice to Grantee, Grantee agrees to reimburse to City any portion of the Award paid by the City which City Manager has in his sole discretion determined constitutes a disallowed cost. The provisions of this section shall survive the expiration or termination of this Agreement.

16. Term/Limited Grant. This Agreement shall be for a term commencing on April 15, 2025, and expiring on June 30, 2025, unless terminated sooner per this Agreement. Grantee acknowledges that this is a "one-time" grant from the City, and the City has no obligation to provide future grant funds or sponsor additional events other than the one-time grant recited in Section 3 of this Agreement.

17. Termination. This Agreement may be terminated with or without cause by either City or Grantee with thirty (30) calendar days' written notice of termination. In the event the City elects to terminate this Agreement *without* cause, Grantee shall refund any unused or disallowed

portion of the Award no later than ten (10) calendar days of transmission of the termination notice from City. In the event of a breach of this Agreement, City may elect to provide written notice of such breach and a reasonable time period in which Grantee must cure the breach. If Grantee fails to cure the breach in accordance with said notice, City may terminate this Agreement for cause, and the full amount of the Award shall be repaid to the City within ten (10) calendar days of said termination date.

18. Notices. All notices or instruments required to be given or delivered by law or this Agreement shall be in writing and shall be effective five (5) calendar days from the date of mailing or if personally delivered, from the date of personal delivery. If notice is given by mail, it shall be delivered by depositing the same in any United States Post Office, registered or certified mail, postage prepaid, addressed to:

City: City of Rio Dell
Attn: City Manager
675 Wildwood Ave
Rio Dell, CA 95562
With a courtesy copy to: Kyle Knopp <knoppk@cityofriodell.ca.gov>

Grantee: Rio Dell Chamber of Commerce
P.O. Box 95
Rio Dell, CA 95562

19. Severability. If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

20. Waiver. No term or provision hereof will be considered waived by either party, and no breach is excused or consented to by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No express or implied consent by either party to, waiver of, or failure of a party to enforce its rights with respect to a breach by the other party shall constitute consent to or, waiver of any subsequent or other breach by the other party.

21. Amendment. This Agreement may be amended by mutual agreement in writing between the Grantee and the City; provided, however, that any amendment which has the effect of increasing the Award or allowing the Award to be used for something other than the approved programs must be approved by formal action of the City Council in accordance with law and executed by the Mayor. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request.

22. Entire Agreement. This Agreement and any attached Exhibits shall constitute the entire Agreement between the parties hereto relating to the Award and may not be modified except by an instrument in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of April ____, 2025.

CITY OF RIO DELL

**RIO DELL CHAMBER OF
COMMERCE, a California nonprofit
public benefit corporation**

By: _____
Name: Kyle Knopp
Its: City Manager

By: _____
Name: _____
Its: _____

Attest:

By: _____
Name: Karen Dunham
Its: City Clerk

Exhibits:

- A. Cinco De Mayo Event Description
- B. Insurance Requirements

Exhibit A

Cinco De Mayo Event Description

Exhibit B

Insurance Requirements

Insurance. Grantee shall be required to procure and provide proof of the insurance coverage required by this Exhibit B in the form of certificates and endorsements. The required insurance must cover the activities of Grantee and its employees, volunteers, agents, or subcontractors relating to or arising from the performance under this Agreement, and must remain in full force and effect at all times during the term of the Agreement. All required insurance must be issued by an insurer licensed to do business in the State of California, and each such insurer must have an A.M. Best financial strength rating of “A” or better and a financial size rating of “VIII” or better.

The following insurance policies and limits are required for this Agreement:

- 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 \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Grantee has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- 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.

Other Insurance Provisions

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

The City of Fortuna, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Grantee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Grantee’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the Grantee’s insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Fortuna, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Fortuna, its officers, officials, employees, or volunteers shall be excess of the Grantee’s insurance and shall not contribute with it.

Notice of Cancellation

Grantee shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Grantee shall forthwith obtain and submit proof of substitute insurance.

Waiver of Subrogation

Grantee hereby grants to City of Fortuna a waiver of any right to subrogation which any insurer of said Grantee may acquire against the City by virtue of the payment of any loss under such insurance. Grantee 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 City has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Grantee, its employees, agents and subcontractors.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Grantee to 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 self-insured retention may be satisfied by either the named insured or City.

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, unless otherwise acceptable to the City.

Verification of Coverage

Grantee shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before disbursement of the Award. However, failure to obtain the required documents prior to disbursement of the Award shall not waive the Grantee's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.