

Fresh Approach Service Agreement



Fresh Approach is a Section 501(c)(3) nonprofit organization whose mission is to create long-term change in local food systems by connecting California communities with healthy food from California farmers and by expanding knowledge about food and nutrition.

Fresh Approach's Freshest Cargo Mobile Farmers' Market program is a "farmers' market on wheels" that addresses issues related to lack of access to fresh, locally-grown produce in the Bay Area. This Partner Agreement ("Agreement") establishes the basis on which Fresh Approach will operate a mobile farmers' market ("Market") from a truck on a site ("Site") maintained by third-party partner organizations listed in this agreement.

Fresh Approach

Contact Person	Andy Ollove, Program Manager Lucy Norris, Executive Director
E-mail Address	andyollove@freshapproach.org lucynorris@freshapproach.org
Phone Number	(925) 771-2990
Mailing Address	5060 Commercial Circle Suite C Concord, CA 94520

City of San Pablo

Contact Person	Greg Dwyer
E-mail Address	gregd@sanpabloca.gov
Phone Number	510.215.3081
Site Address	13831 San Pablo Ave San Pablo, CA 94806

Agreement Terms City of San Pablo

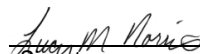
Site host agrees to support program in follow	
Fees and Payment Schedule	Total: \$25,000 April 1: \$7,500 July 1: \$8,750 August 1: \$8,750
Marketing	Spread the word about program availability through site host's community network and communications department.

Agreement Terms Fresh Approach

Term of Service	April 6, 2018 – October 26, 2018 27 Operating Days
Mobile Market Locations	1. Contra Costa Community College (10 -11) 2. Lifelong Clinic – Brookside (11:30-12:30) 3. West County Public Health (1:30-2:30) 4. SP Public Library (3-4)
Events	Fresh Approach will attend 4 San Pablo Community events to table and distribute produce
Nutrition Classes	2 nutrition classes per month for 3 months over the summer (June / July / August). English/Spanish. This takes place of CCCC during summer.

This Agreement, which includes this form ("Site Plan") and the attached Terms and Conditions, creates a legal contract between Fresh Approach and Host. By signing below, Fresh Approach and Host each confirm that it understands and agrees to the terms of this Agreement.

Fresh Approach



Signature
Lucy Norris

Name (print)
Executive Director

Title (print)
3/12/18

Date

City of San Pablo

Signature

Name (print)

Title (print)

Date

Terms and Conditions

1. Site and Schedule

1.1 Changes to Market Schedule

The Market schedule set out in the Agreement, including the frequency, day(s), and time, may need to change to accommodate shifting demand or other conditions. To change the Market schedule, both parties must agree to the change in writing at least 7 days in advance of the change. For the purpose of this and Section 1.4, an email qualifies as “in writing.”

1.2 Rain Cancellation

Fresh Approach reserves the right to cancel program operations due to inclement weather. This decision will be made day-of based on the level of severity of the rain event. In general, the truck will operate in a light drizzle, but will cancel in cases of moderate to severe downpour. In some cases, if the rain happens in the middle of operations, Fresh Approach may cancel the remainder of the day.

The cancellation protocol requires Fresh Approach to alert site partners by phone and/or email, update the Fresh Approach Facebook page, and send a mailchimp email notification on the day of cancellation.

1.3 Truck Maintenance Cancellation

Fresh Approach reserves the right to cancel program operations due to emergency vehicle maintenance, accident, or truck safety concern.

The cancellation protocol requires Fresh Approach to alert site partners by phone and/or email, update the Fresh Approach Facebook page, and send a mailchimp email notification on the day of cancellation.

1.4 Cancellation Reimbursement

In event of cancellation due to truck maintenance, Fresh Approach will prorate or reimburse site host \$925.92 per day missed.

1.5 Holidays

Fresh Approach will not operate on May 25th, July 6th and August 31st.

2. Activities

2.1 Responsibility for Market Activities

Fresh Approach will have sole responsibility for and will bear all costs involved with the planning, management, and implementation of its Market activities including, without limitation, operating the truck and purchasing and selling produce. Fresh Approach personnel at the Market will be acting solely on behalf of Fresh Approach.

2.2 Site Condition

Fresh Approach will act with due care during operation of the Market to keep the Site in the condition in which Host made it available.

2.3 Licenses and Permits

Fresh Approach confirms that it holds the licenses, permits, and registrations it needs for operating the Market, including, without limitation, local sales and health department permits.

3. Market Promotion

3.1 Name and Logo Use

Fresh Approach and Host may use the other's name and logo for the sole purpose of promoting the Market on their respective websites, Promotion Materials (defined below), and other outreach-oriented materials relating to the Market. Fresh Approach will obtain no other rights to Host's name and logo, and Host will obtain no other rights to Fresh Approach's name and logo. Fresh Approach will share all materials with Host's name and logo for approval ahead of any public communications.

3.2 Market Promotion

Fresh Approach will provide Host with physical and electronic copies of materials for use in publicizing and conducting Market activities (“Promotion Materials”). Promotion Materials may include, without limitation, flyers, brochures, posters, handouts, social media posts, and emails. Host will promote the Market within its organization and to potential Market customers in the immediate local community, particularly low-income or food insecure families and individuals.

3.3 Media Release

Fresh Approach may film, record, and photograph the Market at the Site. Fresh Approach may use any filmed, recorded, or photographed material on its website, in Promotion Materials, or on other forms of media at Fresh Approach's sole discretion, subject to obtaining appropriate consents, if required, from individuals depicted in such material.

4. Relationship

4.1 Cooperation

Fresh Approach and Host will cooperate in connection with the Market by providing information about Site conditions, promoting the Market, carrying out all obligations on a timely basis, keeping each other advised about potential issues, and working in good faith to resolve problems which may arise.

4.2 Independence

Fresh Approach and Host are and will remain independent contracting parties. The arrangements contemplated by this Agreement do not create a partnership, joint venture, employment, fiduciary, or similar relationship for any purpose. Neither Fresh

Approach nor Host has the power or authority to bind or obligate the other to a third party or commitment in any manner.

5. Insurance and Liability

5.1 Insurance

Fresh Approach confirms that it will maintain worker's compensation and general liability insurance covering Fresh Approach personnel and activities at the Market. Host confirms that it has appropriate insurance coverage for hosting the Market on the Site as set forth below:

a. General Liability and Bodily Injury Insurance.

Commercial general liability insurance of at least \$1,000,000 per occurrence/\$2,000,000 in aggregate for property damage, bodily injury, personal and advertising injury and products and completed operations. By endorsement, the policy shall state that this insurance will operate as primary insurance and City, its officers, employees and agents are named additional insureds.

b. Automobile Liability Insurance. Automobile liability insurance for at least \$1,000,000 per person/per occurrence.

c. Workers Compensation Insurance. Workers' Compensation Insurance and Employers' Liability for at least \$1,000,000 for all of Contractor's employees, including a waiver of subrogation.

d. Certificate of Insurance. Contractor shall provide Certificates of Insurance and Endorsements stating that the insurance policies shall not be suspended, canceled, reduced in coverage or in limits without providing thirty (30) days prior written notice by certified mail, return receipt requested, to City. In addition, Contractor shall provide thirty (30) days prior written notice to City of any suspension, cancellation, reduction of coverage or in limits of the insurance coverage required by this Agreement.

5.2 Liability

For the purpose of this Section 5.2, the terms "Host" and "Fresh Approach" include those entities and their respective directors, officers, employees, and agents. Fresh Approach will be solely responsible and liable for its own actions or inactions and for any and all information, products, and services it provides at the Market. Fresh Approach will not be responsible to Host for the condition of the Site as made available to Fresh Approach. Neither party will be liable to the other for any incidental, special, consequential, exemplary, punitive, or indirect damages arising out of or resulting from operation of the Market or otherwise under this Agreement.

6. Termination

6.1 Notice of Termination

A party may terminate this Agreement by providing written notice to the other party. The termination will become effective 30 days after delivery of the written notice.

6.2 Effect of Termination

Upon termination, Fresh Approach and Host will promptly cease promotional activities, including distribution of Promotion Materials and use of the other's name and logo. Sections 1.3, 4, 5.2, 6.2, and 7 will continue in effect.

7. General Provisions

7.1 Entire Agreement

This Agreement expresses the final, complete, and exclusive agreement between Fresh Approach and Host and supersedes all prior or contemporaneous agreements, arrangements, negotiations, communications, course of dealing, or understandings between Fresh Approach and Host relating to the Market.

7.2 Amendment

Except as provided in Section 1.4, this Agreement may be amended only as stated in and by a writing signed by both Fresh Approach and Host and which recites that it is an amendment to this Agreement.

7.3 Severability

If a court of competent jurisdiction finds any term of this Agreement to be invalid or unenforceable, this Agreement will be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect.

7.4 Third Party Beneficiaries

This Agreement is for the exclusive benefit of Fresh Approach and Host, and not for the benefit of any third party including, without limitation, any employee, Market attendee, or vendor of Fresh Approach or Host.

7.5 Governing Law

This Agreement is governed by California law.



CERTIFICATE OF LIABILITY INSURANCE

FRESH10

OP ID: 2L

DATE (MM/DD/YYYY)

08/03/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER InterWest Insurance Serv., LLC License #0B01094 P.O. Box 255188 Sacramento, CA 95865-5188 Select Business Unit	CONTACT NAME: Linda Mickey, Account Mgr.	
	PHONE (A/C, No, Ext): 530-897-3193 FAX (A/C, No): 530-891-7793	
	E-MAIL ADDRESS: lmickey@iwins.com	
INSURED Fresh Approach Lucy Norris, Exec. Dir. 5060 Commercial Circle, Ste.C Concord, CA 94520	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Nonprofits' Insurance Alliance	11845
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		2017-25890-NPO	08/07/2017	08/07/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liq Liab \$ \$1M/\$1M
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			2017-25890-NPO	08/07/2017	08/07/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of San Pablo is named as an Additional Insured in respects to Liability with Primary Wording being applied when required by written contact, permit or agreement as stated in the following policy forms. RE: Freshest Cargo Mobile Food Vending held during Named Insured's 08/07/17 to 08/07/18 policy term -- Multiple Site Locations. Cancellation terms apply per policy form.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF SAN PABLO City of San Pablo 13831 San Pablo Ave. San Pablo, CA 94806	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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