

Memo

Carmichael



RECREATION AND
PARK DISTRICT

To: Advisory Board of Directors

From: Mike Blondino, District Administrator
Alaina Lofthus, Interim Recreation Services Manager

Date: July 16, 2020

Subject: Facility Use Agreement with the Capital Valley Futbol Club

Introduction/Background:

The Capital Valley Futbol Club (CVFC) was formed on January 6, 2020. It consists of five previous soccer clubs that have been operating as separate entities for the past 20-50 years. These five clubs were: Capital Valley United, Carmichael Soccer Club, Citrus Heights Soccer Club, La Sierra Soccer Club, and Mission El Camino Soccer Club. All five clubs have been dissolved, and all assets and players from these clubs are now a part of the new combined club, CVFC.

CVFC's vision for this new club is a focus on the following values:

- Putting fun first
- Making coach education their highest priority investment
- Providing options and pathways (levels, timing, type of soccer) for every player, coach, and referee
- Low cost – Everyone can play – Find sponsors to help bring down cost/offer financial assistance to families in need
- Organized administration of their soccer program to ensure easy and efficient participation
- Being an engaged and proud member of the community
- Excellence in communication

Discussion:

Staff has drafted a new agreement (attached) for use of the soccer fields at the La Sierra Community Center. The agreement outlines specific responsibilities to care and maintain the facilities and describes fees associated with reserving the fields. The term of the agreement is August 1, 2020 through March 31, 2023.

According to the agreement, CVFC will reserve the soccer fields at the La Sierra Community Center Monday through Saturdays from April 1st to November 30th. Field use time for Monday through Friday will be based on the California Montessori Project (CMP) school schedule.

When CMP is in session, access to the fields during the weekdays will start at 3:30pm and end at sunset. When CMP is not in session, and on Saturdays, the club has use of the fields from sunrise to sunset. CVFC will pay the District a per player fee of \$4.00 for 2020, \$5.00 for 2021, and \$6.00 for 2022. This fee goes towards field preparation, irrigation, weed abatement, water cost, repairs, and other park impact expenses.

Further items in the new agreement, including modifications to the facility, restrooms/portable toilets, food booths and vendors, alcohol policy, banners, generators, and inflatables are consistent with the current sport user group's Facility Use Agreements. One notable addition to the agreement is Section IV - Compliance with Laws. This section was added by Sacramento County Risk Management and is pertinent to the current COVID-19 field use restrictions as well as any future public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility.

This agreement was made in collaboration with staff and representatives from the Capital Valley Futbol Club and has been reviewed by Sacramento County Counsel and Sacramento County Risk Management.

Recommendation:

Staff recommends that the Carmichael Recreation and Park District Advisory Board of Directors approve the terms and conditions of the Facility Use Agreement with Capital Valley Futbol Club for the use of the soccer fields at the La Sierra Community Center effective August 1, 2020 to March 31, 2023 as presented and authorize Mike Blondino, the District Administrator to sign the Agreement (FUA).

**FACILITIES USE AGREEMENT
BETWEEN PERMITEE AND CARMICHAEL RECREATION
AND PARK DISTRICT FOR FIELD USE**

THIS FACILITIES USE AGREEMENT (hereinafter referred to as “Agreement”) is effective this 1st day of August, 2020 (“Effective Date”) by and between the CAPITAL VALLEY FUTBOL CLUB hereinafter referred to as “PERMITEE”) and the CARMICHAEL RECREATION AND PARK DISTRICT, a Recreation and Park District formed pursuant to the California Public Resources Code (section 5780, et seq.), (hereinafter referred to as “DISTRICT”).

RECITALS

Ownership. DISTRICT is the owner and operator of the La Sierra Community Center located at 5325 Engle Road in Carmichael, California 95608.

WHEREAS, the DISTRICT desires to provide for the citizens of the DISTRICT youth sports programs, and is willing to allow youth sports organizations to provide youth sports activities, and various special events on DISTRICT facilities; and

WHEREAS, the DISTRICT does not have employees within its work force who can provide all the needed coaching/administration/instruction/leadership; and

WHEREAS, the Advisory Board of Directors has indicated its desire for the DISTRICT to allow youth sports organizations with individuals possessing the appropriate backgrounds and experience to give coaching/administration/instruction/leadership in various youth sports programming areas; and

WHEREAS, the PERMITEE is a competent and experienced organization in a youth sport activity and is willing to provide program coaching/administration/instruction/leadership for citizens of the DISTRICT,

(Remainder of page intentionally left blank)

AGREEMENT

NOW, THEREFORE, in consideration of the facts of the above, the two parties do mutually agree as follows:

I. SERVICES TO BE PERFORMED BY PERMITTEE

- A. PERMITTEE shall perform the following services under the guidelines of the youth soccer program:
 - 1. Teach soccer to youth within the boundaries of their soccer program, which includes a portion of the DISTRICT. DISTRICT facility used by PERMITTEE for games and/or practices is: LA SIERRA COMMUNITY CENTER – Soccer Fields at 5325 Engle Road, Carmichael, CA 95608

II. TERM

The term of this agreement shall commence August 1, 2020 through March 31, 2023.

III. TERMINATION

PERMITTEE may terminate the agreement hereto by thirty-30 day's written notice to the DISTRICT. Notice of termination by DISTRICT shall be given, with or without cause, upon 30 days written notice. In the event the PERMITTEE terminates without the advance notice to the District Administrator and Recreation Services Manager required by this paragraph, the PERMITTEE is responsible for any financial loss incurred by the DISTRICT pursuant to this contract.

IV. COMPLIANCE WITH LAWS

- A. PERMITTEE shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings.
- B. PERMITTEE agrees to abide by all applicable local, federal, and state accessibility standards and regulations.
- C. PERMITTEE further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, face coverings, limits on the size of gatherings, use of appropriate sanitation practices, etc.
- D. DISTRICT reserves the right to immediately revoke PERMITTEE's right to use of the facility under this agreement should PERMITTEE fail to comply with any provision of this section.

V. CAREGIVER OF FACILITIES

- A. PERMITTEE shall, throughout the period of this contract, act as caregiver to the DISTRICT facilities in use by keeping facilities safe, welcoming, field's game ready, and free of debris.
- B. PERMITTEE is responsible for the facility being free of trash or debris caused by PERMITTEE usage.
- C. PERMITTEE is required to report any and all damage or acts of vandalism to the DISTRICT immediately.

VI. MODIFICATIONS TO FACILITY

- A. All requests for permission to modify park grounds must be brought to the attention of the DISTRICT. Requests must include a "Letter of Intent", accompanied by construction drawings and specifications. If approved, the DISTRICT will provide written permission to PERMITTEE.
- B. PERMITTEE is not to make any changes to the permanent structures or add any permanent structures to the facilities without DISTRICT approval.
- C. Any facility malfunctions or damage is to be reported to DISTRICT. The party responsible for labor and payment for repair will be determined.
- D. No signage is to be added to facility by PERMITTEE without prior written approval from DISTRICT.
- E. PERMITTEE is not allowed to designate the name of a field, or any portion of the facility, without prior approval from the DISTRICT.
- F. No storage units may be placed on facility without written permission by DISTRICT only, and units are the responsibility of the PERMITTEE. The DISTRICT assumes no liability or responsibility for any equipment or property kept in the storage areas. Storage units must be in good condition at all times and any vandalism or breakage must be repaired immediately. PERMITTEE must maintain the storage facility in a clean manner at all times. PERMITTEE must provide keys or lock combinations to DISTRICT for all storage units, locked closets, and fenced areas. *Any/all flammable and/or toxic substances are strictly prohibited in storage containers.*

VII. GENERAL INFORMATION AND MAINTENANCE

A. FIELD USE

- 1. PERMITTEE reserves use of the soccer fields at the La Sierra Community Center on Mondays through Saturdays from April 1st to November 30th at the following times:
 - a) Mondays – Fridays (CMP in session): 3:30pm – Sunset
 - b) Mondays – Fridays (CMP not in session): Sunrise – Sunset

c) Saturdays: Sunrise - Sunset

2. PERMITTEE has the first right of refusal for leagues and tournaments. Then other groups may reserve the fields through the DISTRICT. Anytime the fields are not scheduled for use by PERMITTEE, the DISTRICT reserves the right to schedule other activities on them.
3. PERMITTEE will provide DISTRICT with field schedule prior to the start of the season.
4. PERMITTEE is to notify the DISTRICT of any upcoming tournaments or special events that would attract more people to the facility than during a typical day of activities.
5. PERMITTEE is to follow any rules and restrictions on field use according to DISTRICT and/or Sacramento County requirements.
6. PERMITTEE is prohibited from subleasing the field to other organizations (youth or adult) including PERMITTEE organization coaches performing clinics, camps, and lessons in which individual coaches are monetarily compensated.

B. PARKING

1. PERMITTEE is responsible for coordinating parking and traffic within the community center during the season.
2. PERMITTEE is responsible for limiting access to the parking area beyond the gate and next to snack bar building to designated board members only.
3. PERMITTEE is responsible to provide a sufficient number of staff/volunteers to assist with parking and traffic control if needed. Parking is allowed in designated areas only.
4. PERMITTEE must observe and comply with any and all local parking rules and regulations applicable with the park.
5. Nothing herein is intended to authorize PERMITTEE to override the normally applicable parking regulations, nor to override the authority of official designated parking enforcement personnel of the County.

C. INFLATABLES

1. PERMITTEE shall ensure that Inflatable companies provide the DISTRICT with liability insurance endorsed to name the DISTRICT as an additional insured and shall include primary and non-contributory language in favor of the DISTRICT.
2. Inflatables are restricted to four walled jump houses, slides, and obstacle courses. Inflatables with water features and/or bungee jumps are not allowed.
3. DISTRICT does not provide electricity or access to generators.
4. PERMITTEE must provide adequate supervision so that use complies with the manufacturer's recommendations and reflects safe levels of operation.
5. PERMITTEE must ensure inflatable(s) are secured to park grounds effectively.

D. RESTROOMS/TOILETS

1. PERMITTEE is responsible to provide and pay for additional portable restrooms/toilets during the season. Depending upon the expected attendance, duration of the event, PERMITTEE may need to rent portable toilets to accommodate participants. DISTRICT requires one toilet for every 250 people, or portion thereof. For every four portable toilets rented for your event, one must be ADA approved to meet specific guidelines set forth by the American with Disabilities Act of 1990. The number of toilets required is based upon the maximum number at your event during peak time.
2. PERMITTEE will work with DISTRICT on the proper placement for the portable restrooms/toilets.

E. NO ALCOHOLIC BEVERAGES POLICY

1. No alcoholic beverages allowed in or around the facility or any other park sites located within the Carmichael Recreation and Park District without an authorized permit, insurance, and security.

F. BOOTHS/TENTS

1. Food Booths
 - a) A Business Operation Tax Certificate and County Health Permits are required to sell, expose or for sale, or offer for sale any goods, wares, or merchandise within the facility. PERMITTEE must abide by all Sacramento County Metropolitan Fire Department regulations that apply to booths and tents.
2. Vendor Booths
 - a) Vendor booths are usually similar in construction to food booths but are meant for retail sale of non-food items. A Business Operation Tax Certificate is required to sell, expose or for sale, or offer for sale any goods, wares, or merchandise within the parks. PERMITTEE must abide by all fire department regulations that apply to booths and tents.

G. BANNERS

1. All signs must be approved by the DISTRICT and must state the special event name, and applicable dates and times. Temporary signs for an event should be posted no more than two weeks before such event and are removed no more than five days after such event.
2. The DISTRICT maintains the right to place banners around the fields and other DISTRICT owned property used by the PERMITTEE.

H. GENERATORS

1. Portable generators, if needed, should be placed in an area where attendees are unlikely to come into contact with them, and be placed at least 10 feet from any combustible materials. Generators shall be located a minimum of 20 feet from tents or canopies.

2. Refueling: When refueling a portable generator, you must wait until the generator cools, and then refill it from a self-closing safety can.
3. A portable fire extinguisher, minimum 2A 10B: C size, with a current Fire Marshall tag attached must be on-hand and easily accessible at all times.

I. MAINTENANCE

1. PERMITTEE is responsible for the following:
 - a) Inform all team users of the “No Dogs,” “No Alcohol,” and “No Parking on Turf” rules for the soccer fields and make sure spectators follow those rules.
 - b) Do not apply any pesticides or any other chemicals not approved by the DISTRICT on the site.
 - c) Inspecting fields (before and after games and practices) for hazardous conditions or clean-up required. Any hazardous conditions that need DISTRICT attention will be communicated to the DISTRICT’S Recreation Services Manager.
2. DISTRICT is responsible for the following:
 - a) Maintain and control irrigation system of soccer fields
 - b) Mow fields once a week
 - c) Maintain perimeter fencing, draining system, trees, and weed abatement around fences.

J. PORTABLE/MOVABLE SOCCER GOALS

1. PERMITTEE is responsible for the installation, use, storage, and maintenance of the movable soccer goals using industry standards and equipment guidelines.
2. All damages to the soccer goals and costs associated with repairs or replacement will be the responsibility of the PERMITTEE. The PERMITTEE must immediately repair or remove damaged goals.
3. Storage of soccer goals will be the responsibility of the PERMITTEE and must be moved off the field and secured and locked when not in use.

K. NOTIFICATION OF CHANGES

1. PERMITTEE is responsible for providing the DISTRICT an updated list of Board Members including their names, phone numbers, and email addresses prior to the start of the season each year.
2. PERMITTEE is responsible for contacting the DISTRICT’S Recreation Services Manager regarding any changes in Board Members throughout the course of the season.
3. PERMITTEE is responsible for contacting the DISTRICT’S Recreation Services Manager regarding any program changes.

4. PERMITTEE is responsible for contacting the DISTRICT'S Recreation Services Manager regarding any lock (key or combination) and alarm code changes to the facilities.

VIII. ADVERTISEMENT

- A. DISTRICT will allow PERMITTEE to solicit memberships and conduct fundraisers for the sole purpose of enhancing or providing funding for the program, equipment and/or fields.
- B. DISTRICT will promote PERMITTEE in the printed activity guide which is mailed to approximately 25,000 residents (District Boundaries) one time per year. The location of the advertisement will be based on space availability. PERMITTEE will provide DISTRICT a written write up which must be received prior to deadline.
- C. DISTRICT and PERMITTEE will set up a web link to promote each other's programs to the general public.
- D. DISTRICT will provide an opportunity for PERMITTEE to promote programs through signage on district property. All promotional materials and placement to be approved by the DISTRICT in advance.

IX. YOUTH PLAYER FEES

- A. In consideration of DISTRICT'S promise to allow PERMITTEE use of the athletic fields, PERMITTEE agrees to pay the Youth Player Fees set forth herein. The Youth Player Fees will go towards water costs, repairs, and other expenses the district incurs from owning the facility.
 1. A fee per player per season involved in organized sports programs that utilize DISTRICT athletic fields will be assessed the following amount:
 - 2020 Season = \$4.00 per player
 - 2021 Season = \$5.00 per player
 - 2022 Season = \$6.00 per player
 2. The PERMITTEE currently has one season per year:
 - April 1st – November 30th
- B. When the PERMITTEE submits its team rosters, the DISTRICT will then submit an invoice for the player fee.
- C. Full payment is due to Carmichael Recreation and Park District, 5750 Grant Avenue, Carmichael, CA 95610, within 30 days of receiving an invoice from the DISTRICT.

X. LEAGUE ROSTER

- A. Within 30 days of the conclusion of PERMITTEE registration periods, or within 30 days of the signing of this contract, the PERMITTEE is to provide the DISTRICT with a list of participants, including age, gender, and address. The roster data will be used by the DISTRICT for statistical purposes and to verify the total Youth Player Fee for each Permittee. The roster data will not be disclosed, given, or sold to any person or business

for any reason, to the extent that non-disclosure is allowed under the California Public Records Act.

- B. Player fees are required for access to all District Facilities.
- C. Submit rosters to the Recreation Services Manager either by email or by USPS 5750 Grant Avenue, Carmichael, CA 95608.
- D. Current and future field permits are contingent upon accurate rosters and payments.

XI. SUBMITTAL OF PAYMENT

Payments and rosters are to be submitted to the DISTRICT'S Recreation Services Manager responsible for the oversight of said services.

XII. ASSIGNMENT

This agreement is for PERMITTEE activities only and cannot be assigned to another individual or entity.

XIII. INDEPENDENT AGENCIES

- A. Both parties hereto in the performance of this agreement will be acting in an independent capacity and not as agents, employees, partners, or joint ventures of one another. PERMITTEE is not an employee of the DISTRICT and is not entitled to any of the rights, benefits, or privileges of DISTRICT employees.
- B. The services PERMITTEE administers and performs pursuant to this agreement are intended to have the result of improving soccer skills and abilities to area youth in a fun, safe, healthful and encouraging manner through soccer team practices, games, and/or special events. Any vending by PERMITTEE is done independently from the DISTRICT, and the PERMITTEE assumes responsibility for all related permits, health regulations, taxation, and auditing related to vending.

XIV. INDEMNIFICATION AND INSURANCE

- A. PERMITTEE shall indemnify, defend, and hold harmless the DISTRICT and the County of Sacramento, its officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, including injury to or death of persons, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement, regardless of whether caused in part by a party indemnified hereunder. This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by PERMITTEE.
- B. PERMITTEE acknowledges that all personnel furnished by PERMITTEE to perform services pursuant to this agreement shall be agents of the PERMITTEE and shall at all times be subject to the direct supervision and control of the PERMITTEE. PERMITTEE shall be solely liable for any and all injuries resulting to its agents, which may arise out of or in the course of the administration/performance of this agreement.
- C. This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the PERMITTEE or the PERMITTEE's Subcontractors.

- D. Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.
- E. The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

XV. INSURANCE

Without limiting PERMITTEE's indemnification, PERMITTEE shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in the attached INSURANCE REQUIREMENTS. It is the responsibility of PERMITTEE to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in the INSURANCE REQUIREMENTS. It is understood and agreed that DISTRICT shall not pay any sum to DISTRICT under this Agreement unless and until DISTRICT is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this agreement may be grounds for material breach of contract.

XVI. NONDISCRIMINATION

PERMITTEE shall not discriminate with respect to race, color, religion, religious creed, national origin, ancestry, citizenship, physical or mental disability, medical condition, genetic information, marital status, sex, pregnancy, gender, gender identity, gender expression, sexual orientation, veteran and/or military status, protected medical leaves, domestic violence victim status, political affiliation, and any other status protected by state or federal law pursuant to this agreement. In addition, prohibits retaliation against a person who engages in activities protected by this section. Reporting, or assisting in reporting, suspected violations of this section.

XVII. AMENDMENTS

This Agreement sets forth all of the promises, conditions and understandings between DISTRICT and PERMITTEE relating to the Facility. There are no promises, conditions, and understandings, either oral or written, between DISTRICT and PERMITTEE other than those set forth in this Agreement. No subsequent modification or agreement with respect to the terms of this Agreement shall be effective, unless such subsequent modification or agreement is in writing executed by both DISTRICT and PERMITTEE. No oral representation, whenever made, by any official or employee of DISTRICT shall be effective to modify the provisions of this Agreement. This Agreement shall be binding upon the parties hereto, their successors and assigns.

(Remainder of page intentionally left blank)

XVIII. WRITTEN COMMUNICATION AND NOTICE

All notices from either party to the other under this Agreement shall be in writing and sent by nationally recognized overnight delivery service or by United States certified or registered mail, postage prepaid with receipt obtained, addressed to the other party at the address provided below, or such other address as the party to receive the notification may subsequently designate by written notice to the other:

To DISTRICT at:

To PERMITTEE at:

Carmichael Recreation and Park District
5750 Grant Avenue
Carmichael, CA 95608
Phone: (916) 485-5322

Capital Valley Futbol Club
PO Box 1276
Carmichael, CA 95609

XIX. SIGNATURE AUTHORITY

Each of the persons signing below represents and warrants that he/she has the authority to legally bind the party on whose behalf he/she signs.

XX. PARAGRAPH HEADINGS

The paragraph headings contained herein are for convenience and reference only and are not intended to define or to define or limit the scope of this agreement.

XXI. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties. Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement, with such scanned signatures having the same legal effect as original signatures. This Agreement may be executed through the use of electronic signature and will be binding on each party as if it were physically executed.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

DISTRICT/PERMITTEE:

CARMICHAEL RECREATION AND PARK DISTRICT,
a recreation and park district formed pursuant to the
California Public Resources Code (section 5780, et seq.)

By: _____
Mike Blondino, District Administrator
Carmichael Recreation and Park District

“DISTRICT”

CAPITAL VALLEY FUTBOL CLUB

By: _____
Matt McClellan, President
Capital Valley Futbol Club

“PERMITTEE”

INSURANCE REQUIREMENTS FOR CAPITAL VALLEY FUTBOL CLUB

Without limiting PERMITTEE's indemnification, PERMITTEE shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the PERMITTEE, its agents, representatives or employees. DISTRICT shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the DISTRICT Risk Manager, insurance provisions in these requirements do not provide adequate protection for DISTRICT and for members of the public, DISTRICT may require PERMITTEE to obtain insurance sufficient in coverage, form and amount to provide adequate protection. DISTRICT's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

I. VERIFICATION OF COVERAGE

PERMITTEE shall furnish the DISTRICT with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** The DISTRICT Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the DISTRICT and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by the DISTRICT before performance commences. The DISTRICT reserves the right to require that PERMITTEE provide complete copies of any policy of insurance offered in compliance with these specifications.

II. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. GENERAL LIABILITY: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by the DISTRICT Risk Manager.
- B. AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 0001.
 - 1. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.

2. Personal Lines automobile insurance shall apply if vehicles are individually owned.
- C. WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.
 - D. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

III. **MINIMUM LIMITS OF INSURANCE**

PERMITTEE shall maintain limits no less than:

- A. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000

- B. AUTOMOBILE LIABILITY:
 1. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
 2. Personal Lines Automobile Liability for Individually owned vehicles, \$100,000 per person, \$300,000 each accident, \$50,000 property damage.
- C. WORKERS' COMPENSATION: Statutory.
- D. EMPLOYER'S LIABILITY: \$1,000,000 per accident for bodily injury or disease.

IV. **DEDUCTIBLES AND SELF-INSURED RETENTION**

Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by the DISTRICT.

V. OTHER INSURANCE PROVISIONS

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provision:

A. All Policies:

1. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. The DISTRICT Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the DISTRICT and the general public are adequately protected.
2. **MAINTENANCE OF INSURANCE COVERAGE:** The PERMITTEE shall maintain all insurance coverages and limits in place at all times and provide the DISTRICT with evidence of each policy's renewal within ten (10) days after its anniversary date.

PERMITTEE is required by this Agreement to immediately notify DISTRICT if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. PERMITTEE shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

VI. COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY

- A. **ADDITIONAL INSURED STATUS:** The DISTRICT and the County of Sacramento, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents (each an "Additional Insured," and collectively "Additional Insured Parties") are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the PERMITTEE; products and completed operations of the PERMITTEE; premises owned, occupied or used by the PERMITTEE; or automobiles owned, leased, hired or borrowed by the PERMITTEE. The coverage shall contain no endorsed limitations on the scope of protection afforded to the Additional Insured Parties.
- B. **PRIMARY INSURANCE:** For any claims related to this Agreement, the PERMITTEE's insurance coverage shall be endorsed to be primary insurance as respects the Additional Insured Parties. Any insurance or

self-insurance maintained by the DISTRICT, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents shall be excess of the PERMITTEE's insurance and shall not contribute with it.

- C. SEVERABILITY OF INTEREST: The PERMITTEE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. SUBCONTRACTORS: PERMITTEE shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by PERMITTEE's subcontractor.

VII. WORKERS' COMPENSATION

Workers' Compensation Waiver of Subrogation: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the Additional Insured Parties, which might arise by reason of payment under such policy in connection with performance under this Agreement by the PERMITTEE. Should PERMITTEE be self-insured for workers' compensation, PERMITTEE hereby agrees to waive its right of subrogation against the Additional Insured Parties.

VIII. NOTIFICATION OF CLAIM

If any claim for damages is filed with PERMITTEE or if any lawsuit is instituted against PERMITTEE, that arise out of or are in any way connected with PERMITTEE's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect DISTRICT, PERMITTEE shall give prompt and timely notice thereof to DISTRICT. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.