

# **REQUEST FOR PROPOSALS**

## **DISTRICT-WIDE RECREATION AND PARKS MASTER PLAN UPDATE**

### **CARMICHAEL RECREATION AND PARK DISTRICT**

#### **Advisory Board**

Michael Rockenstein, Chairman

Gayle Dax-Conroy, Vice-Chairman

Joyce Carroll, Member

Brooke Judd, Member

Byron Borman, Member

#### **District's Request for Proposal Deadline:**

**Date: January 17, 2020**

**Place: Carmichael Recreation and Park District Office  
5750 Grant Avenue, Carmichael CA 95608**

**1:00 PM**

## TABLE OF CONTENTS

Project Description.....	Pg 2
Background.....	Pg 2
Scope of Work.....	Pgs 3 - 5
Progress Reporting.....	Pg 5
Development of Final Plans and Supporting Materials.....	Pgs 5 - 6
District Project Team Management.....	Pg 6
District Project Budget.....	Pg 6
Proposal Requirements.....	Pg 7
Proposal Format.....	Pgs 7 – 10
Timeline.....	Pg 10
Appendix:	
• Sample Contract	
• Insurance Requirements	

## **Project Description**

The Carmichael Recreation and Park District is seeking proposals from qualified firms to provide professional services to the District to update the 2008 Carmichael Recreation and Park District Master Plan. The District has a strong commitment to provide high quality parks, recreation facilities and programs for citizens of the community. The firm will collect and analyze data to develop a clear set of goals, policies and standards for the District's park system, open space, and recreation facilities for the next 10 years. The firm will work closely with District staff and Advisory Board in updating the Parks and Recreation Master Plan and create a public document that will guide the District.

This project is intended to serve as a guide for policy decisions; prioritizing and balancing demands and opportunities; providing a framework for park and facility improvements and other expenditures for parks and recreational activities. The outcomes of the updated Master Plan will be a long-range plan for park and facility improvements that will enable multi-year planning for capital investments to occur. The plan will identify possible future shared recreational programming and facilities with other organizations in the community.

## **Background**

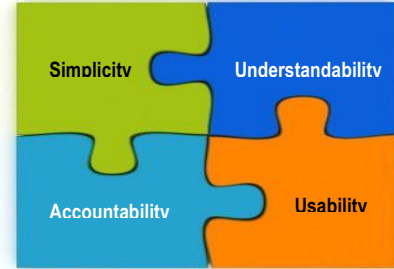
The Carmichael Recreation and Park District has been serving the needs of the community since it was established as a dependent special district in 1945. The District is chartered by the County of Sacramento to manage park land and provide recreational opportunities to Carmichael residents. The District encompasses approximately 9.25 square miles and serves nearly 52,000 residents who live within the District's boundaries including Carmichael and a small portion of Fair Oaks. The District is governed by a five-member Advisory Board, appointed by the County Board of Supervisors to serve as the policy-making body for the District. Carmichael Recreation and Park District amenities include 13 park sites totaling 177 acres, of which 11 are fully developed parks. Carmichael Park is the largest (38 acres) of the developed parks and is the location of the District Office. It features five ball fields and six tennis courts. The Community Clubhouse, Veterans' Memorial Building, Daniel Bishop Memorial Pavilion for the Performing Arts, Dog Park and Disc Golf Course are located within the park. The La Sierra Community Center campus, acquired in 1984 from San Juan Unified School District, is comprised of 132,708 square feet of building space which includes covered hallways. It offers a variety of amenities including meeting and reception rooms, gymnasiums, and sports fields. The Recreation Division staff is housed at the community center as well as six (6) lease tenants. The entire campus occupies thirty-seven (37) acres. Out of those 132,708 sq ft, -, the lease tenants take up 87,329.42 sq ft of building space.

Sources of revenue include the District's General Fund budget comprised of property taxes, lease/building income and program fees, Development Impact and Quimby - In-Lieu Fees, Grants, and donations from the Carmichael Parks Foundation and other local community and service organizations. The Capital Improvement Projects program (CIP) is funded largely by the General Fund, Grants, and Development Impact Fees and Quimby In-lieu Fees.

The previous Carmichael Recreation and Park District Master Plan was adopted in 2008. The updated Master Plan prepared through this process will culminate in a 10-year Recreation and Parks Master Plan. The scope of the Consultants professional services pertains to performing community workshops and surveys, conceptual physical master planning, cost estimating for all proposed capital projects, and financial feasibility for accomplishing development and redevelopment recommendations.

The District is seeking a Master Plan which effectively addresses these four goals:

- Simplicity – clear and concise.
- Understandability – readable and easy to understand.
- Usability – adaptable and implementable.
- Accountability – provides an Action Plan to measure implementation success.



## **Scope of Work**

The following tasks and categories of work are anticipated areas of focus:

1. Inventory and Analysis of current conditions
2. Anticipating Needs of current and future District residents
3. Recommendations and Action Plan

Specific items to include in the study, but not limited to, are:

### 1A. Analysis of Existing Facilities and Level of Service

- Review and analyze the information and recommendations contained in the 2004 Community Action Plan, 2008 Recreation and Parks Master Plan, and the 2014 Carmichael Park Master Plan (amended November 2019) and any other park specific plans.
- Collect existing aerial photographs of the District and other existing drawings or maps of District sites. Scan aerial photos into a high-resolution digital format for use as a base throughout the Master Plan process.
- Visit all District sites and conduct an assessment and analysis of each including facilities, usage, amenities, and condition of the site.
- Assess the playground equipment at each park/facility as to conformance with ADA compatibility and current playground safety guidelines, accessibility to the area, safety surfacing, and all related site features adjacent to the play areas.
- The analysis should consider the capacity of each amenity found within the system (playgrounds, ball fields, natural areas, special facilities, etc.) as well as functionality, accessibility, condition, comfort and convenience. Each amenity

should be evaluated regarding its service from a user's perspective. Evaluation criteria should be based on the expressed values of the community. The analysis will also include identification of best possible providers of community and recreation services and recommendations for minimizing duplication and enhancing possibilities for partnerships where appropriate.

#### 1B. Community Engagement

- Identify, describe, and implement a comprehensive strategy and methodology for citizen involvement in this Master Plan development process.
- Work with the District to assure the residents, user groups, associations, and other stakeholders are provided an opportunity to participate in the development of this plan. Provide methods to hear from as many people as possible, including users and non-users of the services and facilities.
- Conduct at least four (4) public community meetings and a minimum of two (2) focus groups (participants to be determined) and two (2) individual stakeholder interviews.
- A minimum of two (2) meetings with the Advisory Board to provide progress reports and a final presentation.
- At the conclusion of each community focus meeting, prepare summary notes of comments, concerns, and desires from the public. At all meetings attendance will be documented by the consultant, which will include the name, address, organization (where applicable), phone number and email. Review with District staff and once approved, distribute the notes to all attendees and staff.
- Act as professional facilitators to gather specific information about services, use, preferences, along with any strengths, weaknesses, opportunities and threats.
- Use social media and on-line surveys to reach out to the community. District and consultant will work together to determine the best way for posting information on either District's website or one that is linked to it. All updates from meetings will need to be uploaded on website within two (2) weeks of being held and with prior approval from District Administrator.
- Provide well-organized and directed activities, techniques, and formats that will ensure that a positive, open, and proactive public participation process is achieved.
- Provide written records and summaries of the results of all public process and communications strategies.
- Help to build consensus and agreement on the plan and if consensus is not possible, provide information for informed decision making for the Advisory Board.

#### 2. Anticipating Needs of Future Generations

- Provide a district-wide statistically valid community needs assessment survey with a return rate that accurately represents a sampling of the community population to identify community needs and issues regarding the recreation and

park programs and facilities. This survey will be used as a baseline to determine needs, desires and willingness to pay for services.

- Compare existing inventory and ratios to stated level standards per NRPA.
- Review and interpret demographic trends and characteristics of Carmichael using information from the U.S. Census and other regional and local sources, such as the Carmichael Chamber of Commerce, San Juan Unified School District, and others and forecast future needs.
- Identify needs and trends for recreational programming, and facilities.
- Develop prioritized recommendations for maintenance and renovation of parks and recreation facilities.

## 2. Recommendations and Action Plan (Strategic, Capital, and Financial)

- Make Level of Service recommendations based on community and staff input, recognized standards and area service standards and trends.
- Provide useable and workable definitions and recommendations for designated park and open space areas.
- Provide a clear plan for development of programming direction based on standards and demand analysis.
- Develop a definitive program for development of parkland, recreation facilities, open space, parks maintenance and administration of facilities for the future.
- Develop an action plan which includes strategies, priorities and an analysis of budget support and funding mechanisms for the short term, mid-term and long term.
- All costs estimates should reflect inflation for the life of the document.

## **Progress Reporting**

The Project Manager and the District Administrator shall hold progress meetings as often as necessary, but in no case less than once per month until the final plan is approved by the Advisory Board for the purpose of progress reporting. The consultant shall supply the District Administrator with at least one (1) copy of all completed or partially completed reports, studies, forecasts, maps or plans as deemed necessary by the District Administrator at least three (3) working days before each progress meeting.

## **Development of Final Plans and Supporting Materials**

- The Master Plan must include written goals, plans, and objectives which articulate a clear vision and “road map” for the District’s future.
- A summary of existing conditions, inventories and Level of Service analysis.
- A summary with results and analysis of the community needs assessment survey.
- Charts, graphs, maps and other data to support the plan for presentation.
- A Financial Plan.
- Goals and objectives.

- Implement Action Plan, including potential funding sources.
- A color version of the final Master Plan document consisting of three (3) printed and bound color copies and an electronic copy in a format compatible with the District's software.
- A color version of the final Executive Summary consisting of ten (10) printed copies and an electronic version in a format compatible with the District's software.

Note: The District shall be responsible for the arrangement of the facility, and any other costs associated with the above meeting schedule. The consultant shall review with the District Administrator all prepared information for the public meeting at least three (3) days prior to the scheduled meetings.

### **District Project Team Management**

- Mike Blondino, District Administrator
- Alaina Lofthus, Recreation Services Manager
- Ingrid Penney, Administrative Services Manager
- James Perry, Park and Facilities Manager

The Recreation and Parks Master Plan will require the approval of the Carmichael Recreation and Park District Advisory Board.

### **District Project Budget**

The District anticipates the project consultant costs to be in the range of \$50,000 - \$75,000, plus out of pocket expenses not to exceed \$5,000.

## **Proposal Requirements**

To be considered for provided services associated with the Recreation and Parks Master Plan Update, three (3) copies of each of the following must be submitted in accordance with this Request for Proposals instruction and received at the District Office, 5750 Grant Avenue, Carmichael CA 95608-3779, **by January 17, 2020 at 1pm:**

- Statement of Qualifications of the firm and project team
- Proposal Contents
- Proposed work schedule to complete project
- Proposed compensation

## **Proposal Format**

### 1. Statement of Qualifications, Contents, and Requirements Proposal: Selection Criteria

The principle basis that will be used to evaluate the Consultant's ability to complete the services as described in this Request for Proposals will be the Consultant's submitted Statement of Qualifications, Proposal, Contents, and interviews, if deemed necessary.

Statement of Qualification Contents and Requirements Proposals must be submitted in a separate **sealed** and clearly marked envelope and shall include the following information:

- A. *Project Manager.* The Consultant's Project Manager is defined to be the individual within the Consulting firm who is directly responsible for and engaged in performing the required services. The Project Manager is the most knowledgeable individual regarding all aspects of the project.

Consultant is to provide the Project Manager's:

- Name and title, name of firm, years of experience with firm, and years of relative experience with other firms and/or governmental agencies.
- Education, degrees, specialization, year attained.
- Experience for (5) similar projects. Provide the following information and include project(s) on which the individual is currently working and scheduled to work:
  - Owner (or client firm if sub-consultant), project description (including size), location, and completion date.
  - Name, address, and phone number of knowledgeable owner/client representative.
  - Consultant services for which the individual was directly responsible; service/functions directly performed by individual (not just job title).



- Firm with which the individual was employed during project experience.

B. *Other Key Project Staff.* Provide for each individual:

- Name and title, specific project responsibility and functions to be performed, name of firm of employment and office location where individual will perform required project services.
- Years of relative experience with this firm and any other firms and/or governmental agencies.
- Education, degrees, specialization, year attained.

C. *Firm(s) Experience and Production Capabilities.* The following information is required for the prime consultant and any proposed sub-consultant:

- Office address (es) in which services are to be performed and percentage of work to be performed in each office.
- Facilities, manpower, and production capabilities of office(s) in which work is to be performed.
- Listing of recent similar experience related to this project in California, including type and size of consulting services provided and name, address, and phone number of each party for whom the service was provided, as well as a brief description of the service performed, the dollar amount of the contract, and the date the project was completed.

Selection Considerations

A. Experience

- Firm's years of related experience.
- Scope of past and similar projects.
- Experience of proposed study team members in studies of similar magnitude and requirements within the past ten years.

B. Analysis

- Originality, creativity, and soundness of approach to problem-solving and analysis of requirements while involving District staff and community members.
- Demonstrated management and organizational ability as related to time management. District staff/client relationships and the ability to meet deadlines.
- Ability to execute complete, clear, and concise reports and produce a quality work product.

C. General

- Size of firm and available staff appropriate to project scope.
- Location of firm in relation to the District.
- General comprehension of the project and responsiveness to requirements.

- Demonstrated understanding of District and community relationship.
- Firm's reputation as related to principles, credibility, and productivity.

## 2. Proposal Contents and Requirements

The proposal shall be a **maximum of ten (10) pages**, plus a project schedule, manpower loading matrix, and appendix material. A typical proposal submittal may be as described below. To be considered for professional services, your Proposal Contents and Requirements must be submitted in a separate sealed and clearly marked envelope and shall include the following:

- A. *Transmittal Letter.* Include any information you believe should be highlighted from your proposal or any key considerations for the selection committee to consider that are not covered in the proposal requirements.
- B. *Firm's Experience.* Provide a general overview of your firm and the firm's experience at providing services associated with preparation of a Recreation and Parks Master Plan.
- C. *Firm's Approach to Project.* Consultant shall describe its approach in implementing and managing the project to a successful completion. This includes how the consultant shall meet the stated goals within the scheduled time of completion, the ability to work with a multi-disciplinary project team, including District staff and other consultants if necessary.
- D. *Project Team.* Describe your project team. Include the key individuals, including sub-consultants that will actually be responsible for the project's technical activities and/or management of the project. Include a percent-time availability table for the project manager and key staff. An organization chart should be provided showing the inter-relation of all the project team members, both District and Consultant.
- E. *References.* Provide at least three (3) references for the key individuals on the project team. This section should provide a short description of the project and your firm's or staff members' role as well as a specific contact person with phone number. The selection team will be focusing on project performance and will be requesting input as to conformance with schedules and budgets.
- F. Submit a manpower-loading matrix indicating an estimate of hours to complete the services as described in this Request for Proposals. The estimate should be an itemized staffing breakdown in spreadsheet form, indicating personnel classification and hours for each Consultant team member for each work task. This section will not include any estimate of costs.

- G. Appendix materials may be provided but are not required (other than specifically identified), in addition to the ten-page proposal limit. Appendix materials may not be read, and, if submitted, should be limited to resumes of proposed key staff and previously published papers, articles, or reports relevant to the scope of work.

3. Proposed Compensation

Cost proposals will not be opened until after each firm reviewed has been ranked and the firm deemed most qualified has been identified. The consultant shall provide the cost to be charged to the District by task and a total proposed project cost in a separate **sealed** and clearly marked envelope. The cost proposal shall identify the overall multiplier and include direct labor costs and expenses including travel. Functions other than technical staff and clerical staff to produce work product such as administrative, accounting, and QA/QC shall be identified separately if not included in multiplier.

<b>Timetable (some dates subject to change)</b>	<b>Dates</b>
Request for Proposal Issued	December 10, 2019
Closing Date for Written Questions by 12noon	December 20, 2019
Responses to Questions by 5 pm	January 3, 2020
Request for Proposal Due by 1 pm	January 17, 2020
Consultant Interviews	January 28 and/or 29, 2020
Consultant Negotiations	February 3-12, 2020
District Board Approval of Consultant Agreement	February 20, 2020
Project Begins	March 3, 2020
Adoption of Master Plan Update by Advisory Board	September 17, 2020

**AGREEMENT BETWEEN THE CARMICHAEL RECREATION & PARK DISTRICT AND [CONTRACTOR NAME] REGARDING PREPARATION OF A 10-YEAR RECREATION AND PARKS MASTER PLAN**

THIS AGREEMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the CARMICHAEL RECREATION & PARK DISTRICT, a dependent recreation and park district formed pursuant to California Public Resources Code section 5780, et seq., hereinafter referred to as "DISTRICT," and [CONTRACTOR NAME], a [Type of Entity], hereinafter referred to as "CONTRACTOR."

**RECITALS**

WHEREAS, the DISTRICT requires assistance with a project to prepare a 10-year Recreation and Parks Master Plan, hereinafter referred to as the "Project" as more fully described in this Agreement;

WHEREAS, CONTRACTOR has offered to render certain specialized professional services in connection with this Project;

WHEREAS, DISTRICT AND CONTRACTOR desire to enter into this Agreement on the terms and conditions set forth herein;

WHEREAS, DISTRICT is a dependent Recreation & Park District of the COUNTY OF SACRAMENTO ("DISTRICT"), such that any and all rights and protections set forth in this Agreement in favor of DISTRICT extend to the COUNTY as well;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, DISTRICT and CONTRACTOR agree as follows:

**I. SCOPE OF SERVICES**

CONTRACTOR shall provide services in the amount, type and manner described in Exhibit A, which is attached hereto and incorporated herein.

**II. TERM**

This Agreement shall be effective and commence as of the date first written above and shall end on [Date of term].

**III. NOTICE**

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO DISTRICT

DIRECTOR  
Carmichael Recreation & Park  
District  
5750 Grant Ave.  
Carmichael, CA 95608

TO CONTRACTOR

[NAME AND ADDRESS]

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

**IV. COMPLIANCE WITH LAWS**

CONTRACTOR shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

**V. GOVERNING LAWS AND JURISDICTION**

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

**VI. LICENSES, PERMITS AND CONTRACTUAL GOOD STANDING**

- A. CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by DISTRICT. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by DISTRICT.
- B. CONTRACTOR further certifies to DISTRICT that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, State or County government contracts. CONTRACTOR certifies that it shall not contract with a SubCONTRACTOR that is so debarred or suspended.

**VII. PERFORMANCE STANDARDS**

CONTRACTOR shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONTRACTOR'S services.

**VIII. OWNERSHIP OF WORK PRODUCT**

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONTRACTOR hereunder shall be the exclusive property of DISTRICT and shall be delivered to DISTRICT upon completion of the services authorized hereunder. CONTRACTOR may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by DISTRICT. DISTRICT recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONTRACTOR'S services and are not designed for use other than what is intended by this Agreement.

[SEE COUNTY CONTRACTS MANUAL, CHAPTER 15, TAX TREATMENT OF SERVICE PROVIDERS FOR MORE DETAILED INSTRUCTIONS.]

[USE (A) FOR SERVICE PROVIDERS WITH FIVE OR MORE EMPLOYEES OR WHEN A TAX WAIVER HAS BEEN OBTAINED FROM COUNTY COUNSEL]

**(A)**

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR'S employees) is an independent CONTRACTOR and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR'S assigned personnel shall not be entitled to any benefits payable to employees of DISTRICT. DISTRICT is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this agreement; and as an independent CONTRACTOR, CONTRACTOR hereby indemnifies and holds DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.
  
- B. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of DISTRICT as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.

- C. If, in the performance of this agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and the DISTRICT shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent CONTRACTOR and not an employee of DISTRICT, neither the CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any entitlement as a DISTRICT employee, right to act on behalf of DISTRICT in any capacity whatsoever as agent, nor to bind DISTRICT to any obligation whatsoever. DISTRICT shall not be covered by worker's compensation; nor shall DISTRICT be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the DISTRICT to employees of the DISTRICT.
- E. It is further understood and agreed that CONTRACTOR must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONTRACTOR'S assigned personnel under the terms and conditions of this agreement.

**[USE (B) FOR ALL OTHER SERVICE PROVIDERS]**

**(B)**

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent CONTRACTOR and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR's assigned personnel shall not be entitled to any benefits payable to employees of DISTRICT as an independent CONTRACTOR, CONTRACTOR hereby indemnifies and holds DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.
- B. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of DISTRICT as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.
- C. If, in the performance of this agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or

any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and the DISTRICT shall have no right or authority over such persons or the terms of such employment.

- D. It is further understood and agreed that as an independent CONTRACTOR and not an employee of DISTRICT, neither the CONTRACTOR nor CONTRACTOR's assigned personnel shall have a) any entitlement as a DISTRICT employee; or b) except as otherwise provided by this Agreement, the right to act on behalf of DISTRICT in any capacity whatsoever as agent, nor to bind DISTRICT to any obligation whatsoever. CONTRACTOR shall not be covered by worker's compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the DISTRICT to employees of the DISTRICT.
- E. Notwithstanding CONTRACTOR's status as an independent CONTRACTOR, DISTRICT shall withhold from payments made to CONTRACTOR such sums as are required to be withheld from employees by the Federal Internal Revenue Code; the Federal Insurance Compensation Act; the State Personal Income Tax Law and the State Unemployment Insurance Code; provided, however, that said withholding is for the purpose of avoiding DISTRICT's liability under said laws and does not abrogate CONTRACTOR's status as an independent CONTRACTOR as described in this contract. Further, CONTRACTOR is not included in any group covered by DISTRICT's present agreement with the federal Social Security Administration.

[USE (C) IN ADDITION TO (A) FOR OUT-OF-STATE SERVICE PROVIDERS. NEVER USE (C) IN ADDITION TO (B).]

**(C)**

Notwithstanding subparagraphs (A) and (E), it is further understood and agreed that DISTRICT shall withhold seven percent (7%) of all income paid to CONTRACTOR under this agreement for payment and reporting to the California Franchise Tax Board because CONTRACTOR does not qualify as (1) a corporation with its principal place of business in California, (2) a partnership with a permanent place of business in California, (3) a corporation qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

**X. CONTRACTOR IDENTIFICATION**

CONTRACTOR shall provide the DISTRICT with the following information for the purpose of compliance with California Unemployment Insurance Code section 1088.8 and Sacramento County Code Chapter 2.160: CONTRACTOR'S name,



address, telephone number, social security number, and whether dependent health insurance coverage is available to CONTRACTOR.

**XI. COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS**

- A. CONTRACTOR's failure to comply with state and federal child, family and spousal support reporting requirements regarding a CONTRACTOR's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.
- B. CONTRACTOR's failure to cure such default within 90 days of notice by DISTRICT shall be grounds for termination of this Agreement.

**XII. BENEFITS WAIVER**

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or compensation from DISTRICT: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between DISTRICT and its employee organizations. Should CONTRACTOR or any employee or agent of CONTRACTOR seek to obtain such benefits from DISTRICT, CONTRACTOR agrees to indemnify and hold harmless DISTRICT from any and all claims that may be made against DISTRICT for such benefits.

**XIII. RETIREMENT BENEFITS/STATUS**

CONTRACTOR acknowledges and agrees that DISTRICT has not made any representations regarding entitlement, eligibility for and/or right to receive ongoing Sacramento County Employee Retirement System (SCERS) retirement benefits during the term of this Agreement. By entering into this Agreement, CONTRACTOR assumes sole and exclusive responsibility for any consequences, impacts or action relating to such retirement benefits that is or will be occasioned as a result of the services provided by CONTRACTOR under this Agreement. CONTRACTOR waives any rights to proceed against DISTRICT should SCERS modify or terminate retirement benefits based on CONTRACTOR's provision of services under this Agreement.

**XV. LOBBYING AND UNION ORGANIZATION ACTIVITIES**

- A. CONTRACTOR shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.
- B. If services under this Agreement are funded with state funds granted to DISTRICT, CONTRACTOR shall not utilize any such funds to assist, promote or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.

**XIII. CONFLICT OF INTEREST**

CONTRACTOR and CONTRACTOR's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

**XIV. USE OF FUNDS**

It is understood and agreed that no funds provided by DISTRICT pursuant to this Agreement shall be used by CONTRACTOR for any political activity or political contribution.

**XV. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES**

- A. CONTRACTOR agrees and assures DISTRICT that CONTRACTOR and any subCONTRACTORS shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of DISTRICT, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of DISTRICT employees and agents, and recipients of services are free from such discrimination and harassment.
- B. CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and regulations and guidelines issued pursuant thereto.

- C. CONTRACTOR agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.
- D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.

**XVI. INDEMNIFICATION**

To the fullest extent permitted by law, for work or services provided under this Agreement, CONTRACTOR shall indemnify, defend, and hold harmless the DISTRICT, its Board of Directors, officers, directors, officials, employees, and authorized volunteers and agents (each an "Indemnified Party," and collectively "Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, expert fees, and reasonable attorneys' fees, resulting from injuries to or death of any person, including employees of either party hereto, and damage to or destruction of property, or loss of use or reduction in value thereof, including the property of either party hereto, and recovery of monetary losses incurred by the Indemnified Parties directly attributable to the performance of CONTRACTOR, to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONTRACTOR, its employees, CONSULTANT'S subconsultants or subcontractors at any tier, or any other party for which Contractor is legally liable under law.

The right to defense and indemnity under this section arises upon occurrence of an event giving rise to a claim and tendered in writing to CONTRACTOR. CONTRACTOR shall defend Indemnified Parties with counsel reasonably acceptable to the Indemnified Parties.

Notwithstanding the foregoing, the parties expressly agree that CONTRACTOR'S defense obligation under this indemnity obligation shall require CONTRACTOR to defend the Indemnified Parties until any of the following occur: (1) the judgment has become final by a Court of Competent Jurisdiction, (2) other mutually agreeable dispute resolution or settlement process establishing the proportionate percentage of fault of the parties under law. In the event that fault is apportioned between the Indemnified Parties and CONTRACTOR, CONTRACTOR'S final cost of defense shall not exceed its proportionate percentage of fault. To the extent that CONTRACTOR'S cost of defense exceeds its proportionate percentage of fault, the Indemnified Parties shall reimburse CONTRACTOR. If requested by the Indemnified Parties, CONTRACTOR agrees to participate, at its own expense, in the defense of a Claim to provide testimony or to produce documents or other relevant information.

To the extent permitted by law, this indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by CONTRACTOR or CONTRACTOR'S subconsultants or subcontractors at any tier.

Nothing in this indemnity obligation 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.

The provisions of this indemnity obligation shall survive the expiration or termination of the Agreement.

**XVII. INSURANCE**

Without limiting CONTRACTOR'S indemnification, CONTRACTOR shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is the responsibility of CONTRACTOR to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in Exhibit B. It is understood and agreed that DISTRICT shall not pay any sum to CONTRACTOR 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.

**XVIII. INFORMATION TECHNOLOGY ASSURANCES**

CONTRACTOR shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONTRACTOR in the performance of services under this Agreement, other than those owned or provided by DISTRICT, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to DISTRICT under this Agreement.

**XIX. WEB ACCESSIBILITY**

CONTRACTOR shall ensure that all web sites and web applications provided by CONTRACTOR pursuant to this Agreement shall comply with DISTRICT's Web Accessibility Policy adopted by the Board of Supervisors on February 18, 2003 as well as any approved amendment thereto.

**XX. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS**

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by DISTRICT in accordance with express provisions in this Agreement.

- B. CONTRACTOR shall submit an invoice on the forms and in accordance with the procedures prescribed by DISTRICT on a monthly basis. Invoices shall be submitted to DISTRICT no later than the fifteenth (15th) day of the month following the invoice period, and DISTRICT shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.
- C. DISTRICT operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by DISTRICT unless CONTRACTOR has obtained prior written DISTRICT approval to the contrary.
- D. CONTRACTOR shall maintain for four years following termination of this agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.
- E. In the event CONTRACTOR fails to comply with any provisions of this Agreement, DISTRICT may withhold payment until such non-compliance has been corrected.

#### **XXI. SUBCONTRACTS, ASSIGNMENT**

- A. CONTRACTOR shall obtain prior written approval from DISTRICT before subcontracting any of the services delivered under this Agreement. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by DISTRICT for the performance of any subCONTRACTOR whether approved by DISTRICT or not.
- B. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of DISTRICT.

#### **XXII. AMENDMENT AND WAIVER**

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon DISTRICT unless agreed in writing by DIRECTOR and counsel for DISTRICT.

**XXIII. SUCCESSORS**

This Agreement shall bind the successors of DISTRICT and CONTRACTOR in the same manner as if they were expressly named.

**XXIV. TIME**

Time is of the essence of this Agreement.

**XXV. INTERPRETATION**

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

**XXVI. DIRECTOR**

As used in this Agreement, "DIRECTOR" shall mean the District Administrator of the Carmichael Recreation and Parks District, or his/her designee.

**XXVII. DISPUTES**

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.

**XXVIII. TERMINATION**

- A. DISTRICT may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by DISTRICT to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
  
- B. Either party may terminate this Agreement for cause immediately upon giving written notice should the other party materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination by DISTRICT, DISTRICT may proceed with the work in any manner deemed proper by DISTRICT. If notice of termination for cause is given by DISTRICT to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice

of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.

- C. DISTRICT may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof; 2) if funds in DISTRICT's yearly proposed and/or final budget are not appropriated by DISTRICT for this Agreement or any portion thereof; or 3) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by DISTRICT as a result of mid-year budget reductions.
- D. If this Agreement is terminated by DISTRICT under paragraph A or C above, CONTRACTOR shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. In no event, however, shall DISTRICT pay CONTRACTOR an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.
- E. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that CONTRACTOR can legally cancel.

**XXIX. REPORTS**

CONTRACTOR shall, without additional compensation, therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. DISTRICT shall explain procedures for reporting the required information.

**XXX. AUDITS AND RECORDS**

Upon DISTRICT's request, DISTRICT or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR's premises, CONTRACTOR's financial and program records as DISTRICT deems necessary to determine CONTRACTOR's compliance with legal and contractual requirements and the correctness of claims submitted by CONTRACTOR. CONTRACTOR shall maintain such records for a period of four years following termination of the Agreement and shall make them available for copying upon DISTRICT's request at DISTRICT's expense. DISTRICT shall have the right to withhold any payment under this Agreement until CONTRACTOR has provided

access to CONTRACTOR's financial and program records related to this Agreement.

**XXXVI. SEVERABILITY**

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

**XXXVII. FORCE MAJEURE**

Neither CONTRACTOR nor DISTRICT shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

**XXXVIII. SURVIVAL OF TERMS**

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

**XXXI. PRIOR AGREEMENTS**

This Agreement constitutes the entire contract between DISTRICT and CONTRACTOR regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between DISTRICT and CONTRACTOR regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

**XXXV. 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 an electronic signature and will be binding on each party as if it were physically executed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

**CARMICHAEL RECREATION & PARK DISTRICT, a dependent park district of the DISTRICT of Sacramento, established pursuant to California Public Resources Code, section 5780, et seq.,**

By \_\_\_\_\_ Date: \_\_\_\_\_  
Mike Blondino  
District Administrator

**[CONTRACTOR NAME AND BUSINESS TYPE],**

By \_\_\_\_\_ Date: \_\_\_\_\_  
[Title]

REVIEWED AND APPROVED BY COUNTY COUNSEL

By: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT A to AGREEMENT**  
**between the CARMICHAEL RECREATION & PARK DISTRICT,**  
**hereinafter referred to as "DISTRICT," and**  
**[CONTRACTOR NAME],**  
**hereinafter referred to as "CONTRACTOR"**

**SCOPE OF SERVICES**

**I. SERVICE LOCATION(S)**

**Facility Name(s): Carmichael Recreation & Park District – District wide  
Facilities**

**Main District Office**

**Street Address: 5750 Grant Ave.**

**City and Zip Code: Carmichael, CA 95608**

**II. DESCRIPTION OF SERVICES**

**PREPARATION OF A 10-YEAR RECREATION AND PARKS MASTER PLAN**

**EXHIBIT B to AGREEMENT**  
**between the CARMICHAEL RECREATION & PARK DISTRICT,**  
**hereinafter referred to as "DISTRICT," and**  
**[CONTRACTOR NAME], hereinafter referred**  
**to as "CONTRACTOR"**

**INSURANCE REQUIREMENTS FOR CONTRACTORS**

Without limiting CONTRACTOR's indemnification, CONTRACTOR 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 CONTRACTOR, 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 County Risk Manager, insurance provisions in these requirements do not provide adequate protection for DISTRICT and for members of the public, DISTRICT may require CONTRACTOR 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**

CONTRACTOR shall furnish the DISTRICT with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** The County 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 CONTRACTOR provide certified 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 County Risk Manager.

- B. AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 000.
  - 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. PROFESSIONAL LIABILITY or Errors and Omissions Liability insurance appropriate to the CONTRACTOR's profession.
- E. 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**

CONTRACTOR 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:	\$2,000,000

Building Trades CONTRACTORS and CONTRACTORS engaged in other projects of construction shall have their general liability Aggregate Limit of Insurance endorsed to apply separately to each job site or project, as provided for by Insurance Services Office form CG-2503 Amendment-Aggregate Limits of Insurance (Per Project).

- 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, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

C. WORKERS' COMPENSATION: Statutory.

D. EMPLOYER'S LIABILITY: \$1,000,000 per accident for bodily injury or disease.

E. PROFESSIONAL LIABILITY OR ERRORS AND OMISSIONS LIABILITY: \$2,000,000 per claim and aggregate.

#### 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. **CLAIMS MADE PROFESSIONAL LIABILITY INSURANCE**

If professional liability coverage is written on a Claims Made form:

A. The "Retro Date" must be shown and must be on or before the date of the Agreement or the beginning of Agreement performance by CONTRACTOR.

B. Insurance must be maintained, and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.

C. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

#### VI. **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 County 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 CONTRACTOR shall maintain all insurance coverages in place at all times and provide the DISTRICT with evidence of each policy's renewal ten (10) days after its anniversary date. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' written notice for cancellation or thirty (30) days' written notice for non-renewal has been given to the DISTRICT. For non-payment of premium 10 days' prior written notice of cancellation is required.

**VII. COMMERCIAL GENERAL LIABILITY AND/OR COMMERCIAL AUTOMOBILE LIABILITY**

- A. ADDITIONAL INSURED STATUS: The DISTRICT, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to the DISTRICT, its officers, directors, officials, employees, or volunteers.
- B. PRIMARY INSURANCE: For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be endorsed to be primary insurance as respects the DISTRICT, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the DISTRICT, its officers, directors, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- C. SEVERABILITY OF INTEREST: The CONTRACTOR'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: CONTRACTOR shall be responsible for the acts and omissions of all its subCONTRACTORS and additional insured endorsements as provided by CONTRACTORs subCONTRACTOR.

**VIII. 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 DISTRICT, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the CONTRACTOR.

**IX. NOTIFICATION OF CLAIM**

If any claim for damages is filed with CONTRACTOR or if any lawsuit is instituted against CONTRACTOR, that arise out of or are in any way connected with CONTRACTOR's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect DISTRICT, CONTRACTOR 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.

SAMPLE

**EXHIBIT C to AGREEMENT**  
**between the CARMICHAEL RECREATION & PARK DISTRICT**  
**hereinafter referred to as "DISTRICT,"**  
**and [CONTRACTOR NAME],**  
**hereinafter referred to as "CONTRACTOR"**

**BUDGET REQUIREMENTS**

**I. MAXIMUM PAYMENT TO CONTRACTOR**

The Maximum Total Payment Amount under this Agreement is: \$ \_\_\_\_\_  
(Fee and Labor Requirements schedule attached.)

**II. BUDGET**

The Budget for this Agreement is outlined on the following page(s).

SAMPLE