

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF SACRAMENTO AND
THE SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
FOR THE CONSTRUCTION AND USE OF A
4TH R CHILDCARE CENTER FACILITY
AT CAROLINE WENZEL ELEMENTARY SCHOOL**

This Memorandum of Understanding (MOU) is made and entered into as of _____ by and between the CITY OF SACRAMENTO, a municipal corporation (hereafter referred to as "CITY") and the SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California (hereafter referred to as "DISTRICT").

RECITALS

WHEREAS, each party to this MOU possesses the authority to acquire, construct, operate and maintain property for the purpose of providing facilities to the public; and

WHEREAS, the DISTRICT currently owns, maintains and operates Caroline Wenzel Elementary School and has space available on its site for the placement and construction of a 4th R Childcare Facility ("Facility") which would serve the educational and recreational needs of the community; and

WHEREAS, there is a desire for coordinated planning by the parties to this MOU in the design, construction, improvement, maintenance and operation of the Facility in order to obtain maximum benefit from the expenditure of public funds;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Term of Agreement

The term of this MOU shall commence on the effective date and shall continue for twenty (20) years, unless terminated in accordance with Paragraph 14 herein. The parties estimate that the useful life of the Facility, described in Paragraph 2 herein, is twenty (20) years. However, in the event the useful life of the Facility extends beyond 20 years, the parties agree to continue the terms of this agreement up to 30 years.

In the event this MOU is terminated sooner than twenty years from the MOU's effective date, the DISTRICT shall compensate the CITY for the depreciated value of the improvements as of the effective date of termination based on a 20-year amortization of the amount contributed to the Facility by City.

2. Description of Facility

The DISTRICT owns the buildings, parking lots and school grounds of Caroline Wenzel Elementary School located at 6870 Greenhaven Drive, Sacramento, California. The description and project scope of the Facility is shown as Exhibit A attached hereto and incorporated by reference. The estimated cost of the project is shown as Exhibit B attached hereto and incorporated by reference. The Parties intend that the Facility will be constructed as described in Exhibit A.

3. Purpose of Facility

The purpose of the Facility will be to provide the parents and students of Caroline Wenzel Elementary School and the community with a childcare choice for their school age children (K-6th grade). The Facility, in addition to supporting the DISTRICT's educational and recreational purposes, will be used by the CITY and the community for before- and after-school and early-dismissal childcare.

4. Construction of Facility

The DISTRICT shall be fully responsible for the removal of the CITY's existing childcare center building currently located at Bear Flag Elementary School (6620 Gloria Drive), the transportation of the building to Caroline Wenzel Elementary School, the placement and installation of the building at Caroline Wenzel Elementary School, and for entering into any and all agreements required for, and relating to, the removal, transportation, placement and construction of the Facility. The DISTRICT shall be responsible for complying with all Federal, State and local laws relating to the construction of school facilities including, without limitation, compliance with the Americans With Disabilities Act.

5. Schedule for Completion of Project

The parties estimate the following schedule for the completion of this project:

December 2007

Written Notification of Completion

The foregoing date is an estimate only, and the parties acknowledge that uncertainties at the design and construction phases may cause these estimates to change. The DISTRICT will provide CITY with updates of progress during the project period, at intervals of no less than two weeks.

6. Funding Responsibilities

CITY shall pay to DISTRICT a maximum sum of \$180,846.50 from funds approved out of the 4th R Childcare Fund for capital costs associated with construction of the Facility as described in Exhibit A.

7. Payment Schedule

CITY shall make payment to DISTRICT within 30 calendar days of receipt of a written request from the DISTRICT's representative as follows:

Up to \$180,846.50 (100%) upon receipt of a written Notification of Completion accompanied by an itemized accounting of all expenses incurred by the DISTRICT.

8. Project Approvals

DISTRICT shall be responsible where applicable for obtaining all necessary approvals and permits for removal, transportation, placement and construction of the Facility including, but not limited to, obtaining approval of the plans and specifications by the Division of the State Architect.

9. Joint Use of Facility

The terms and conditions of the Joint Use Agreement dated November 30, 1999, (City Agreement #99-226, attached as Exhibit C) between DISTRICT and CITY shall apply to use of this Facility, except as described more specifically in this agreement.

10. Community Access of Facility

The DISTRICT agrees to make the Facility available to the CITY and the community for at least 55 hours per week.

11. Indemnification / Insurance

The parties agree to be bound by the terms of that certain Memorandum of Understanding between CITY, DISTRICT, and the Schools Insurance Authority dated May 31, 2001.

12. Agreement Amendments

No amendment to this agreement shall be of any force or effect, unless the same is in writing and executed by the parties hereto.

13. Assignment

Neither DISTRICT nor CITY may assign or transfer this Agreement or any part thereof, without the prior written consent of the other party.

14. Termination

Either party may terminate this agreement in the event of a material breach by

the other party. The party alleging the breach shall give written notice thereof to the party in breach, and the agreement shall terminate unless the breach is cured within thirty (30) days.

If the Facility plans and specifications require approval by the State Department of Education or the Division of the State Architect, this agreement may be terminated by either party in the event such approval is not obtained within one (1) year of execution of this agreement. This agreement shall also terminate in the event the Facility is not completed within two (2) years of execution. In such cases, the parties may amend this agreement or enter into a new agreement for the same purposes contained herein.

15. Notices

Notices and communication concerning this Agreement shall be sent to the following addresses:

CITY
City of Sacramento
Recreation Manager
915 I Street
Sacramento, CA 95814

DISTRICT
Sacramento City Unified School District
Deputy Superintendent / CFO
5735 47th Avenue
Sacramento, CA 95824

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date set forth above.

CITY OF SACRAMENTO,
A Municipal Corporation

SACRAMENTO CITY UNIFIED
SCHOOL DISTRICT

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: Deputy Superintendent / CFO

For Ray Kerridge, City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:



Michael T. Sparks
Senior Deputy City Attorney

District Counsel

ATTEST:

City Clerk

EXHIBIT A

Description of facility/project scope:

Removal of the CITY's existing childcare center building currently located at Bear Flag Elementary School (6620 Gloria Drive).

The transportation of the building to Caroline Wenzel Elementary School.

The placement and installation of the building to be permanently situated at Caroline Wenzel Elementary School at a location agreed to jointly by the CITY's Recreation Manager and DISTRICT's Facilities Manager. Building will be set above grade. All site work and utility connections including water, sewer, phone, Internet connection, electricity and fire alarm will be provided.

All other work as described in the July 31, 2007, proposal submitted by Premier Management Group.

EXHIBIT B

Estimated cost of facility/project not to exceed \$180,846.50.

AGREEMENT

THIS AGREEMENT, dated November 30, 1999, is made and entered into by and between the

CITY OF SACRAMENTO, a municipal corporation, hereinafter referred to as 'CITY',

And

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, hereinafter referred to as 'SCUSD'

WITNESSETH:

WHEREAS, CITY and SCUSD desire to maximize use of their public facilities;

WHEREAS, CITY owns recreational facilities which it wishes to make available for use by SCUSD for activities that strengthen the education systems/programs in the community;

WHEREAS, SCUSD owns educational facilities which it wishes to make available for use by the CITY for recreational and important public purposes.

WHEREAS, Education Code Section 10900 et seq authorizes and empowers cities and public school districts to cooperate with one another for the purpose of authorizing, promoting and conducting programs of public services which will contribute to the attainment of general recreational and educational objectives for children and adults of this State, and to enter into agreements with each other for such purpose.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. TERM

The term of this Agreement shall commence on the date of execution set forth above and shall continue from year to year unless terminated by either party pursuant to the terms of Section 10 below.

CITY AGREEMENT NO. 99-226

2. USE OF FACILITIES

A. The term 'facilities' shall be used for the purposes of this Agreement to mean any place, structure, area, classroom or facility used for recreational/educational purposes, whether or not it is used primarily for other purposes. The terms of this Agreement shall apply to all recreational/educational facilities owned by CITY or SCUSD with the exception of those facilities listed on Exhibit 'A', a copy of which is attached and incorporated. Both parties agree to explore the possibility of some joint use access to those facilities listed on Exhibit 'A'.

B. CITY shall permit SCUSD to use its facilities and grounds with the necessary city equipment required for public and recreational purposes, without charge, as long as the use does not conflict with the regular conduct of park, recreation and public service activities. The first priority for use of CITY's facilities shall be activities sponsored in whole or in part by CITY; activities sponsored by SCUSD shall have next priority; activities sponsored by other entities, third priority.

C. SCUSD shall permit CITY to use its facilities and grounds, with the necessary SCUSD equipment required for public and recreational purposes, without charge, as long as use does not interfere with regular school activities, programs and other SCUSD uses. The District, in its complete discretion, shall determine the priority of use for its facilities. The following guidelines for priorities shall be considered in dealing with priority of use, except that no current user shall be completely displaced by the application of these guidelines without the availability of a viable alternative facility. First priority for use of SCUSD's facilities shall be regular and special school programs, PTA, parent activities, Healthy Start, summer school activities. Activities sponsored by CITY shall have next priority, in the following order: CITY sponsored and/or school connected youth programs (e.g. sports camps, START), other recreation activities scheduled by CITY.

D. Each party shall have the right to charge a reasonable fee to participants for participation in the recreational and educational activities sponsored by it at the other party's facilities.

E. Each party shall provide, at its own expense, any personnel necessary for the direction, supervision or safety of recreational and public activities sponsored by it at these facilities.

F. Each party shall provide all utilities necessary for use of the recreational/educational facilities owned by it.

G. As feasible, SCUSD shall attempt to provide at CITY's expense adequate temporary office and storage space at SCUSD facilities for the regular conduct of CITY park, recreation and public service activities. As feasible, CITY shall attempt to provide at SCUSD's expense adequate temporary office and storage space at CITY facilities for the regular conduct of SCUSD business.

H. CITY or its agents shall enforce and abide by all SCUSD rules, regulations, ordinances and policies while directing activities on SCUSD facilities; SCUSD or its agents shall enforce and abide by all CITY rules, regulations, ordinances and policies while directing activities on CITY facilities. Each party shall provide copies of all relevant rules, regulations, ordinances and policies to the other party.

I. Pursuant to paragraphs B and C of this section, neither party shall charge fees for the other agency's use of the facilities. Necessary additional out-of-pocket expenses for costs related to the use of facility such as security, portable toilets, and extra clean up shall be the responsibility of the user agency. The user agency can provide its own security if the security plan meets the approval of the host agency.

J. Within reasonable limits, CITY and SCUSD staff will agree on custodial coverage so as to provide CITY, SCUSD and public usage with no cost to user. Activities will be scheduled in advance so that custodial support can be provided. A joint custodial services and supplies plan will be developed by both parties and revised semi-annually in conjunction with the semi-annual master calendar development described in Section 3.

The CITY and public uses shall cover costs associated with custodial coverage in situations where there is an 'extended burden'. An extended burden would be a custodial requirement that could not be covered through adjusting the current custodial support for the site, requires the paying of overtime or has collective bargaining implications.

K. Each agency shall maintain its facilities in good repair and provide day to day maintenance, utilities and custodial services and supplies, structural repair, and replacement or repair of major equipment. Costs associated with additional operations, exceptional facility use, maintenance and custodial services beyond fair wear and tear shall be set at a mutually agreed upon rate, to be assessed annually, except where an addressing Memorandum of Understanding Agreement containing different provisions exists between the City and District.

L. The CITY and SCUSD shall develop an emergency access policy so that designated CITY staff or SCUSD staff can open and close facilities if owning agency personnel are not available during the proposed use.

3. SCHEDULING OF FACILITIES

CITY shall be responsible for scheduling all reserved CITY use of SCUSD facilities during non-school hours for purposes sponsored by CITY. SCUSD shall be responsible for scheduling all reserved SCUSD use of CITY facilities for purposes sponsored by SCUSD. The scheduling shall be subject to the following terms and conditions:

A. CITY staff and SCUSD staff shall meet twice a year at prescheduled intervals to develop a master calendar for use of CITY and SCUSD facilities. Dates agreed to shall be finalized through issuance of a permit by the respective agency. In every use, the schedule shall be arranged so as not to conflict with recreation and school uses.

B. Both agencies shall designate staff to act as their Facility Scheduling Representative for purposes of submitting requests. Both agencies agree to maximize the twice annual calendaring process as identified in Paragraph A above to streamline and reduce the volume of staff requests for facility use between semi-annual calendaring meetings.

C. Requests for facility use shall be processed through each agency's central permit processing office. Each agency's central permit office will be responsible for verifying availability of that agency's facilities prior to approving a Facility Use Application.

D. All requests for CITY use of SCUSD facilities shall be submitted on SCUSD Facility Use Application forms. All requests for SCUSD use of CITY facilities shall be submitted on CITY Facility Use Application forms.

4. CANCELLATION OF RESERVED SPACES

A. CITY shall endeavor to provide SCUSD with a minimum of fourteen (14) calendar days notice when canceling approved uses of SCUSD facilities. SCUSD shall endeavor to provide CITY with a minimum of fourteen (14) calendar days notice when canceling approved uses of CITY facilities.

B. Once a permit is issued it shall not be canceled by the owning agency unless the facility is deemed unsafe or due to situations beyond control of owning agency. The using agency

shall be compensated for out of pocket expenses incurred prior to the date of cancellation if a facility date is canceled.

C. The owning agency shall make every good faith effort to locate an alternative site for the scheduled activity in the event of a cancellation.

5. IMPROVEMENTS TO PROPERTY

The CITY and SCUSD shall jointly identify resources and capital and equipment needs that will facilitate enhanced joint and public use. SCUSD and CITY shall develop a reasonable cost sharing agreement on those capital and equipment items that are directly related to and essential for joint and public use (e.g. shared costs for gym floor replacement, for replacement of basketball hoops, for repair of district swimming pools that are available to the public, to purchase storage and security devices to enable classrooms to be available for non school hour uses). The cost sharing agreement shall be based on the proportional usage of the facilities or equipment by each agency. The CITY's proportional use shall include the use of school facilities by the CITY. SCUSD's proportional use shall include the use of city facilities by SCUSD. The owning agency shall repair or replace those items mutually agreed upon by the two agencies. City's contribution to the cost thereof, shall be from a capital improvement designated for that purpose. Replacement of such equipment over time shall be by the owning agency in consultation with the other party.

The SCUSD and CITY agree to work with public members to seek community involvement in capital replacements (i.e., parent participation projects, private donations), if deemed appropriate by the CITY and SCUSD.

CITY may install sprinkler systems, turfing, playground equipment, fencing, and additional recreational equipment on SCUSD facilities provided such installation is not in conflict with school use and subject to advanced written approval of the Superintendent or his/her designee. SCUSD shall be responsible for all maintenance and repair of any CITY installed improvements upon completion of the project and approval and acceptance by SCUSD. Any such improvements shall become the property of SCUSD.

6. MEET AND CONFER

CITY and SCUSD shall meet on a quarterly basis, as mutually agreed, to discuss operational issues and correct deficiencies.

CITY and SCUSD each shall document any misuse of facilities by the other party on written incident reports, which shall be submitted to the other party within three (3) business days after the incident occurred, or the notifying party gains knowledge of such an incident. CITY and SCUSD shall provide written responses to all incident reports within five (5) business days of receipt. Action, which results from the incident reports, including reduction or cancellation of scheduled facility use, shall be by mutual agreement between CITY and SCUSD.

7. INDEMNIFICATION

The parties agree to be bound by the terms of that certain Memorandum of Understanding between CITY and the Schools Insurance Authority, a true and correct copy of which is attached hereto and incorporated herein by reference as Exhibit B.

8. INSURANCE

A. During the term of this Agreement, SCUSD shall maintain a comprehensive liability insurance policy providing coverage for public liability, bodily injury and property damage.

B. During the term of the Agreement, CITY shall either be self-insured or maintain a comprehensive liability insurance policy providing coverage for public liability, bodily injury and property damage.

9. AGREEMENT AMENDMENTS

No amendments to this agreement shall be of any force or effect, unless the same is in writing and executed by the parties hereto.

10. ASSIGNMENT

Neither SCUSD nor CITY may assign or transfer this Agreement, or any part thereof, without the prior written consent of the other party.

11. TERMINATION

Either CITY or SCUSD may terminate this Agreement upon giving the other party at least ninety (90) days prior written notice.

12. NOTICES

Notices and communication concerning this Agreement shall be sent to the following addresses:

CITY

City of Sacramento
Recreation Manager
1231 I Street, Room 400
Sacramento, CA 95814

SCUSD

Sacramento City Unified School District
Asst Superintendent
520 Capital Mall
Sacramento, CA 95814

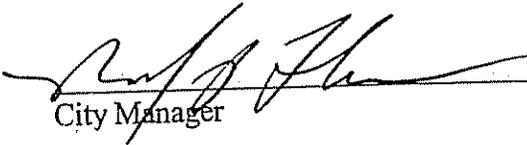
13. PRIOR AGREEMENTS

This agreement supersedes the prior agreement (City Agreement No. 81069) relating to joint use.

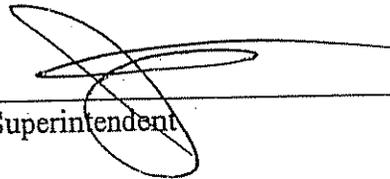
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates-set forth above.

CITY OF SACRAMENTO,
A Municipal Corporation

SACRAMENTO CITY UNIFIED SCHOOL
DISTRICT



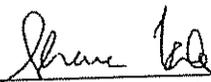
City Manager



Superintendent

APPROVED AS TO FORM:

APPROVED AS TO FORM:

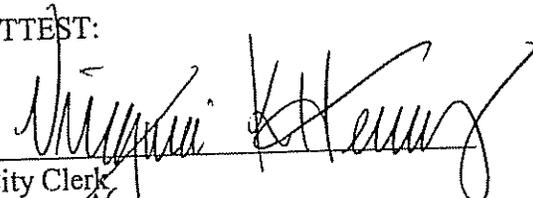


Deputy City Attorney



SCUSD Attorney

ATTEST:



City Clerk

CITY
AGREEMENT NO. 99-226

EXHIBIT A

FACILITIES NOT COVERED BY THIS AGREEMENT

1. FACILITIES OWNED BY CITY
Self-supporting facilities such as the Sacramento Convention Center and Memorial Auditorium, golf courses, marina, Sacramento Softball Complex, Camp Sacramento and city owned parking lots. Quasi-government facilities or facilities operated by non-profit organizations such as the Sacramento Zoo, Crocker Art Museum, Discovery Museum, History Archives, and City Cemetery.

2. SCHOOL DISTRICT FACILITIES
None.

Memorandum of Understanding
City of Sacramento
Schools Insurance Authority
Hold Harmless and Indemnification Provisions

Introduction

The City of Sacramento (hereinafter the City) is a public entity which enters into contractual agreements and Memorandums of Understanding (MOU) with California public school districts (hereinafter districts). Such agreements include but are not limited to agreements for processing parking tickets, providing programs such as arts programs and other educational or youth oriented programs including the 4R program, purchase of meals, joint use of facilities, City use of district facilities, district use of City facilities, and City provision of police services.

The Schools Insurance Authority (hereinafter SIA) is a joint powers authority which provides programs to cover its member school districts' general liability (including automobile liability), property and workers compensation exposures. SIA member districts (hereinafter SIA districts) in Sacramento County include Arcohe Union School District, Center Unified School District, Del Paso Heights School District, Elk Grove Unified School District, Elverta Joint School District, Folsom Cordova Unified School District, Galt Joint Union Elementary School District, Galt Joint Union High School District, Natomas Unified School District, North Sacramento School District, Rio Linda Union School District, River Delta Unified School District, Robla District, Sacramento City Unified School District, the Sacramento County Office of Education, and the San Juan Unified School District. Many SIA districts enter into contractual agreements and MOUs with the City. Such agreements include but are not limited to agreements for processing parking tickets, the City providing programs such as arts programs and other educational or youth oriented programs, the sale of meals to the City, joint use of facilities, City use of district facilities, district use of City facilities, and City provision of police services.

Purpose

There is a need to reduce litigation costs between the City and SIA districts when both are named as defendants, in tort lawsuits arising out of their contractual agreements, Memorandums of Understanding and other joint activities. When two or more public entities are named defendants, each determines their respective litigation position, which can result in claims and counter claims between them. These actions increase claim and legal costs, consume large amounts of staff time and may result in the plaintiff playing the parties against each other.

The parties to this agreement are resolved to utilize equitable hold harmless indemnification language in the contractual agreements and MOU between the city and SIA districts and to minimize disagreements arising out of said hold harmless and indemnification provisions.

In addition, the parties to this MOU are resolved to reduce litigation expenses through a coordinated program for handling tort claims and the subsequent lawsuits filed against the City and SIA districts which arise out of their contractual agreements, Memorandums of Understanding and other joint activities.

Agreement

The City and SIA agree to use the hold harmless language outlined in the Hold Harmless Agreement section of this MOU in contractual agreements and MOUs between the City and SIA districts with the exception of the districts' use of Memorial Auditorium and the Sacramento Convention Center. For use of the Sacramento Convention Center, other hold harmless language may be used and the districts will be given the option of purchasing through the City, special events coverage covering the district's use of the Memorial Auditorium and Sacramento Convention Center. The cost of the special events coverage shall be added to the district's cost for using the Memorial Auditorium or Sacramento Convention Center. SIA shall recommend that SIA districts purchase the special events coverage.

When a third party claim is made against the City or an SIA district or an incident is disclosed that may lead to a claim, the initially involved entity determines if other entities may also be included in subsequent litigation. The knowledgeable entity then apprises the other entities and investigations are shared.

Using the results of the investigations, the City and SIA will discuss the potential liability of the parties pursuant to the applicable hold harmless and indemnification clauses before cross-actions are filed. All reasonable efforts will be made to reach consensus on each parties' respective responsibilities under the hold harmless and indemnification language of the agreement. Such efforts shall be made prior to the filing of any cross actions. If consensus is reached on the liability issues, a joint defense strategy and cost sharing arrangement may be agreed to.

Best efforts will be used in assessing liability apportionment between the parties, but it is understood that this MOU does not bind the parties without the consent of all the involved parties.

Hold Harmless Agreement

INDEMNIFICATION

DISTRICT shall assume the defense of and indemnify and hold harmless CITY from and against all actions or claims against CITY, its officers, agents or employees from any and all loss, including attorneys' fees, sustained by CITY by virtue of any damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of the performance of this agreement, except for actions or claims alleged to have occurred in full, or in part, as a result of active negligence by the CITY, its officers, agents or employees and except for actions or claims alleging dangerous

conditions of CITY property which arise out of the acts or failure to act by the CITY, its officers, agents or employees which are not created by a DISTRICT employee or District invitee.

CITY shall assume the defense of and indemnify and hold harmless DISTRICT from and against all actions or claims against DISTRICT, its officers, agents or employees from any and all loss, including attorneys' fees, sustained by DISTRICT by virtue of any damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of the performance of this agreement, except for actions or claims alleged to have occurred in full, or in part, as a result of active negligence by the DISTRICT, its officers, agents or employees and except for actions or claims alleging dangerous condition of DISTRICT property which arise out of the acts or failure to act by the DISTRICT, its officers, agents or employees which are not created by a CITY employee or CITY invitee.

The indemnification provisions contained in this Agreement includes but is not limited to any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of either party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement.

It is the intent of the Parties that where negligence or responsibility for injury or damages is determined to have been shared, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that party's negligence.

Each party shall establish procedures to notify the other party, where appropriate, of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification section. The Parties shall cooperate in the defense of such actions brought by others with respect to the matters covered in this agreement. Nothing set forth in this Agreement shall establish a standard of care for or create any legal rights for any person not a party to this Agreement.

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

INSURANCE

City Insurance. CITY, at its sole cost and expense and for the full term of this Agreement shall obtain and maintain at least all of the following minimum insurance requirements. All or a portion of the required insurance may be satisfied through the use of a self-insurance program or pooled insurance, if any. The CITY must provide an affidavit of self-insurance, if any.

A. Comprehensive General Liability

A policy with a minimum limit of not less than \$2,000,000 combined single limit for bodily injury and property damage, providing at least all of the following minimum coverages:

- 1) Premises Operations
- 2) Blanket Contractual
- 3) Personal Injury

B. Workers' Compensation and Employers' Liability

A policy written in accordance with the laws of the State of California and providing coverage for any and all employees of the CITY.

- 1) This policy shall provide coverage for Workers' compensation (Coverage A) with statutory limits.
- 2) This policy shall also provide coverage of \$100,000 Employers' Liability (Coverage B).

C. Comprehensive Business Auto *(Only used when applicable to agreement)*

A policy with a minimum of not less than \$2,000,000 combined single limit for bodily injury and property damage. Coverage shall be applicable (without deductibles) to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this agreement.

D. Special Provisions

The forgoing requirements as to the types and limits of insurance coverage to be maintained by CITY, and any approval of said insurance by the DISTRICT, or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CITY pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

District Insurance. DISTRICT, at its sole cost and expense and for the full term of this Agreement shall obtain and maintain at least all of the following minimum insurance requirements. All or a portion of the required insurance may be satisfied through the use of a self-insurance program. The DISTRICT must provide an affidavit of self-insurance, or pooled insurance, if any.

A. Comprehensive General Liability

A policy with a minimum limit of not less than \$2,000,000 combined single limit for bodily injury and property damage, providing at least all of the following minimum coverages:

- 4) Premises Operations
- 5) Blanket Contractual
- 6) Personal Injury

B. Workers' Compensation and Employers' Liability

A policy written in accordance with the laws of the State of California and providing coverage for any and all employees of the CITY.

- 3) This policy shall provide coverage for Workers' compensation (Coverage A) with statutory limits.
- 4) This policy shall also provide coverage of \$100,000 Employers' Liability (Coverage B).

C. Comprehensive Business Auto *(Only used when applicable to agreement)*

A policy with a minimum of not less than \$2,000,000 combined single limit for bodily injury and property damage. Coverage shall be applicable (without deductibles) to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this agreement.

D. Special Provisions

The forgoing requirements as to the types and limits of insurance coverage to be maintained by DISTRICT, and any approval of said insurance by the CITY, or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by DISTRICT pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

All insurance requirements shall be met by all parties prior to the commencement of any of the activities required of the parties under this Agreement.

Severability

Should any portion, term, condition, or provision of this MOU be determined by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or to be otherwise rendered unenforceable or ineffectual, the remaining portion, terms, conditions, and provisions shall not be affected thereby.

Term

The terms of this MOU shall commence upon signature by all parties authorized to enter into this MOU by approval of their respective governing body and shall automatically be renewed thereafter from fiscal year (July to June 30) to fiscal year unless any participating party gives written notice of termination. Any participating party may terminate this MOU in thirty (30) days upon written notification to terminate the agreement with or without cause.

No waiver, alteration, modification, or termination of this MOU shall be valid unless made in writing and signed by the authorized Parties hereof. In the event of a conflict between this MOU and any other agreement or understanding executed by the Parties relating to the same subject matter, whether executed prior or subsequent to this MOU, the terms of this MOU shall prevail and be controlling unless such other agreement expressly provides that it supersedes this MOU.

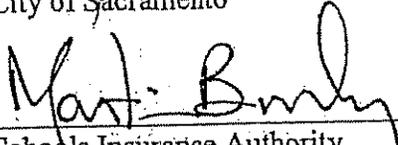
Amendments

Amendments to this MOU may be made with the mutual written agreement from the participating parties. The MOU shall be periodically reviewed for consideration of appropriate amendments.



City of Sacramento

3/22/07
Date



Schools Insurance Authority

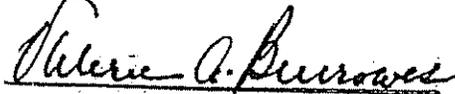
5/31/01
Date

APPROVED AS TO FORM:

ATTEST:



City of Sacramento



CITY CLERK