

Memo

Carmichael



RECREATION AND
PARK DISTRICT

To: Advisory Board of Directors

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

Date: September 15, 2022

Subject: MOU between CRPD, CPF, and Project Lifelong

Introduction/Background:

During the community meetings and focus groups for the Master Plan Update, many community members, including parents and teens, voiced their desire for a Skate Park. Though the Master Plan Update does include a Skate Park at Carmichael Park, District staff connected with Sean LaTour-Jarquin, from Project Lifelong, to see what type of programming can be done now for children who like to skateboard.

Project Lifelong started as a program of the Sheriffs Community Impact Program (SCIP) in 2014. In 2016, Project Lifelong branded and built its own website, still operating with and under SCIP's tax ID number. In 2021, Project Lifelong became an official 501 c3 Non-Profit with eight Board Members and five employees.

In Spring 2022, with Advisory Board approval, the District and the Carmichael Parks Foundation (CPF) entered into a MOU with Project Lifelong for Spring Skate Night Program at Will Rogers Middle School. The program was a success and filled with 35 children. The District received positive responses from participants and parents. This program helped fill a gap in community services provided to youth, especially teenage youth, that do not enjoy the more traditional sports and recreation activities the District provides.

Discussion:

Staff worked collaboratively with Project Lifelong and CPF to outline the terms of the partnership in the Memorandum of Understanding (Attachment A). The cost to run the Fall 2022 and Spring 2023 Skate Night Program at Will Rogers Middle School was divided equally between Project Lifelong, CRPD, and CP demonstrating an equal investment from all entities for this program and the youth it serves. The following is a summary of the division of responsibilities between the three parties:

CRPD – Provide financial assistance to Project Lifelong in the sum of \$5,469.33 for Fall 2022 (8 sessions, 1 event) and \$5,469.33 for Spring 2023 (8 sessions, 1 event) for services including but not limited to the Skate Night Program at Will Rogers Middle School and/or John Barrett Middle School. The District will receive reimbursement from the CPF in the sum of \$2,734.67 for Fall 2022 and \$2,734.66 for Spring 2023. CRPD will also help promote the partnered programs using the District’s website, social media, publications, bulletin boards, and at special events.

Project Lifelong – Provide staff to implement a safe and good quality program to youth participants as described below:

- Fall 2022 - Eight weeks of a Skate Night Program and one event at Will Rogers and/or John Barrett Middle Schools.
- Spring 2023 – Eight weeks of a Skate Night Program and one event at Will Rogers and/or John Barrett Middle Schools.
- Serve approximately 35 participants each week.
- Provide the equipment needed for the program implementation and ensure equipment is safe and hazard free.
- Provide program registration on Project Lifelong’s website.

In addition, Project Lifelong will complete the required program site specific agreements, including but not limited to facility requirements, insurance, and fees.

Project Lifelong will provide CRPD an invoice for the amount agreed upon in this MOU, including the committed amount from CPF.

CPF – Reimburse CRPD in the sum of \$2,734.67 for Fall 2022 (8 sessions, 1 event) and Spring 2023 (8 sessions, 1 event) for services including but not limited to the Skate Night Program at Will Rogers Middle School and/or John Barrett Middle School.

Partnering with Project Lifelong, with support from CPF, will help the District connect and serve youth in the community that do not traditionally participate in other District offerings.

The District also added an “Evidence of Compliance” section which ensures Project Lifelong performs criminal background checks on persons they have involved in this program.

The MOU has been reviewed by County Counsel and County Risk Management and all recommended edits were made and agreed to by Project Lifelong and the financial commitment made by CPF.

Recommendation:

Staff recommend that the Carmichael Recreation and Park District Advisory Board of Directors approve the Memorandum of Understanding between Carmichael Recreation and Park District, Carmichael Parks Foundation, and Project Lifelong effective September 16, 2022 as presented; delegate authority to the District Administrator to sign the MOU on behalf of the District.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CARMICHAEL RECREATION AND PARK DISTRICT, CARMICHAEL RECREATION AND
PARK DISTRICT FOUNDATION (DBA CARMICHAEL PARKS FOUNDATION), AND
PROJECT LIFELONG**

The Carmichael Recreation and Park District, a Recreation and Park District formed pursuant to the California Public Resources Code (section 5780, et seq.) hereinafter referred to as “CRPD”, the Carmichael Recreation and Park District Foundation, a nonprofit organization, (DBA Carmichael Parks Foundation), hereinafter referred to as “CPF”, and the Project Lifelong, a nonprofit organization, hereinafter referred to as PL, enter into this Memorandum of Understanding (MOU) for the express purpose of implementing skate night and youth programming services.

WHEREAS, CRPD understands the importance of providing its community members an opportunity to learn and enjoy skateboarding for recreational purposes and team building skills for healthy youth development but lacks the facilities, staff expertise, and funds to provide this service; and

WHEREAS, pursuant to Government Code Section 31000, the CRPD is authorized to contract for specific special services with persons specially trained, experienced and competent to perform such services;

WHEREAS, pursuant to Resolution #2017-0010, the Sacramento County Board of Supervisors authorized CRPD to execute service agreements; and

WHEREAS, CPF desires youth to have affordable access to skateboarding and team building skills for recreation purposes and healthy youth development and is willing to provide financial support for such programs; and

WHEREAS, PL has experience in teaching youth skateboarding and team building skills and has demonstrated the business skills, subject knowledge, and experience necessary to supervise staff and manage all operational requirements such as payroll and benefits management; accounts payable and receivable; cash management; and independent operator insurance.

NOW, THEREFORE, the Parties hereto agree as follows:

I. TERM

The term of this MOU shall commence September 16, 2022 through June 30, 2023.

II. TERMINATION

- A. PL may terminate the MOU or cancel programs hereto by thirty (30) days written notice to CRPD. In the event PL terminates or cancels without the advance notice to CRPD, PL will lose eligibility to financial assistance as described in Article IV, Section A and Article IV, Section B.

- B. CRPD may terminate the MOU or cancel programs hereto by thirty (30) days written notice to PL.

III. COMPLIANCE WITH LAWS

- A. PL shall be solely and completely responsible for implementing the applicable COVID-19 guidelines from the California Department of Industrial Relations, Division of Occupational Safety and Health, and the applicable COVID-19 guidance from the Centers for Disease Control and Prevention for the protection of staff and participants, including regulations concerning education, training, routine cleaning, and on-site washing.
- B. PL agrees to abide by all applicable local, federal, and state accessibility standards and regulations, as well as those local, state, and federal laws and regulations related to public gatherings.
- C. In the event and to the extent that PL and/or his/her employees, volunteers, contractors, or any other relevant person shall have supervisory or disciplinary authority over any minor as part of the services to be performed, the PL is required to ensure that he/she and all of his/her employees, volunteers, contractors, or any other relevant person providing services under this MOU comply with Public Resources Code, Section 5164, namely, they must undergo a DOJ background check before being retained or hired to perform services under this MOU.
- D. Evidence of compliance shall be presented to the CRPD, on the form provided, Exhibit B, Certification of Background Checks before this MOU is signed by the CRPD, for the PL and all then current employees, volunteers, contractors, or subcontractors. Additionally, evidence of compliance under this subparagraph shall be presented to the CRPD during the term of this MOU, for each new employee, volunteer, contractor, or subcontractor of PL, before the new employee, volunteer, contractor, or subcontractor commences performing under this MOU.
- E. "Evidence of Compliance" under the terms of this subparagraph means that the result of either criminal background search reveals no convictions for the offenses listed in the Public Resources Code, Section 5164. PL shall supply to the CRPD, for each person to be checked, fingerprints pursuant to Section 11105.3 of the Penal Code. Failure to comply with this provision shall be grounds for immediate cancellation or termination of this MOU by the CRPD.
- F. CRPD reserves the right to immediately terminate this MOU should PL fail to comply with any provision of this Article.

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IV. DESCRIPTION OF SERVICES

A. CRPD will:

1. Provide financial assistance to PL in the sum of \$10,938.66 for services including but not limited to the Skate Night Program at Will Rogers Middle School and/or John Barrett Middle School for Fall 2022 (8 sessions and 1 event) and Spring 2023 (8 sessions and 1 event), of which \$5,469.33 will be reimbursed to CRPD by the CPF.
2. Promote the Skate Night Program through CRPD's website, social media, community center bulletin board, district publication, park signage, and at special events.
 - a. CRPD will have all promotional material and advertisements approved by PL prior to publication, dissemination, and posting.

B. CPF will:

1. Provide reimbursement to CRPD in the sum of \$5,469.33 for services including but not limited to the Skate Night Program at Will Rogers Middle School and/or John Barrett Middle School for Fall 2022 (8 sessions and 1 event) and Spring 2023 (8 sessions and 1 event).
2. Promote the Skate Night Program through CPF's website, social media, email distributions, and at special events.
 - a. CPF will have all promotional material and advertisements approved by PL prior to publication, dissemination, and posting.

C. PL will:

1. Ensure the highest level of safety and security is maintained during the program.
2. Provide staff who are certified in CPR and first aid to supervise programs including but not limited to the Skate Night Program.
3. Strive to provide innovative quality programming implemented through PL curriculum to youth participants during agreed upon days and times as described below.
 - a. Provide eight total weeks or sessions of the Skate Night Program at Will Rogers Middle School and/or John Barrett Middle School during Fall 2022 and Spring 2023.
 - b. Serve approximately 35 participants each week or session
 - c. Provide the equipment needed for the Skate Night Program implementation and ensure the equipment is safe and hazard free.
 - d. Sessions dates and times (subject to changes approved by the Recreation Services Manager or designee):

Session	Session Date Range	Session Times
Fall 2022	8 sessions and 1 event between September – December	Scheduled between 5pm – 9pm
Spring 2023	8 sessions and 1 event between March – June	Scheduled between 5pm – 9pm

4. Provide program registration through PL’s registration website.
5. Provide exceptional customer service and demonstrate a commitment to excellence for participants of various ages and skill levels.
6. Complete all necessary program site specific agreements, including but not limited to, facility requirements, insurance, and fees.
7. Comply with the American Disabilities Act (ADA) and not discriminate against any individuals with special needs. ADA guarantees equal opportunity for individuals with disabilities in employment, public accommodations, transportation, local and state government services and telecommunications.
8. Notify CRPD of any necessary session cancellations and possible make-up days and times.
9. Provide summary reports after Spring Session to CRPD and CPF including participation numbers, basic demographics (age, gender, zip code), pictures, and anecdotes that can be used for promotional purposes.
10. Provide CRPD an invoice after the completion of Fall 2022 for \$5,469.33 and Spring 2023 for \$5,469.33. Invoices may be emailed to the Recreation Services Manager (Alaina@carmichaelpark.com) or mailed to the CRPD District Office (5750 Grant Avenue, Carmichael CA 95628)
11. Conduct promotional appearances and program recruitment at area schools and CRPD events when available and agreed upon.

V. ASSIGNMENT

- A. This agreement is for PL programs only and cannot be assigned to another individual or entity.

VI. INDEPENDENT AGENCIES

- A. It is understood and agreed that PL (including PL’s employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. PL’s assigned personnel shall not be entitled to any benefits payable to employees of CRPD as an independent contractor, PL hereby indemnifies and holds CRPD harmless from any and all claims that may be made against CRPD 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 PL in the performance of its obligation hereunder is subject to the direction, as described in Article IV, Section A and Article IV, Section B, of CRPD 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 PL for accomplishing the results.
- C. If, in the performance of this agreement, any third persons are employed by PL, such person shall be entirely and exclusively under the direction, supervision, and control of PL. 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 PL, and the CRPD 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 CRPD, neither PL nor PL's assigned personnel shall have a) any entitlement as a CRPD employee; or b) except as otherwise provided by this Agreement, the right to act on behalf of CRPD in any capacity whatsoever as agent, nor to bind CRPD to any obligation whatsoever. PL shall not be covered by worker's compensation; nor shall PL 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 CRPD to employees of the CRPD.
- E. Notwithstanding PL's status as an independent contractor, CRPD shall withhold from payments made to PL 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 CRPD's liability under said laws and does not abrogate PL's status as an independent contractor as described in this contract. Further, PL is not included in any group covered by CRPD's present agreement with the federal Social Security Administration.
- F. The services PL administers and performs pursuant to this MOU are intended to have the result of improving skate and social skills to area youth in a fun, safe, healthful and encouraging manner through this program. Any vending by PL is done independently from CRPD, and PL assumes responsibility for all related permits, health regulations, taxation, and auditing related to vending. All vending or self-promotion done by PL, relating to skate night and youth programs, must be pre-approved in writing by CRPD using PL and CRPD agreed upon criteria.

VII. INDEMNIFICATION

To the fullest extent permitted by law, for work or services (including professional services), provided under this Agreement, PL shall indemnify, defend, and hold harmless CRPD, CPF, and the County of Sacramento their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents, (individually 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 any 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 PL, arising out of, pertaining to, or resulting from all acts, errors, omissions, recklessness, or willful misconduct of PL, its employees, or PL's subconsultants or subcontractors at any tier, or any other party for which PL is legally liable under law.

The right to defense and indemnity under this indemnity obligation arises upon occurrence of an event giving rise to a Claim and, thereafter, upon tender in writing to PL. Upon receipt of tender, PL shall provide prompt written response that it accepts tender. Failure to accept tender may be grounds for termination of the agreement. PL shall control the defense of Indemnified Parties; subject to using counsel reasonably acceptable to the Indemnified Parties. Both parties agree to cooperate in the defense of a Claim. This indemnity shall not be limited by the types and amounts of insurance or self-insurance

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity shall survive the expiration or termination of the MOU.

VIII. INSURANCE

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

IX. NONDISCRIMINATION

A. PL agrees and assures CRPD that PL 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 CRPD, 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. PL shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of CRPD employees and agents, and recipients of services are free from such discrimination and harassment. PL 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.

- B. PL agrees to compile data, maintain records and, when required, submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.
- C. PL shall include this nondiscrimination provision in all subcontracts related to this Agreement.

X. AMENDMENTS

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

XI. WRITTEN COMMUNICATION AND NOTICE

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

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

PL:
Project Lifelong
2350 Northrop Avenue
Sacramento, CA 95825

XII. SIGNATURE AUTHORITY

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

XIII. PARAGRAPH HEADINGS

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

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

CRPD/CPF/PL:

CARMICHAEL RECREATION AND PARK DISTRICT, a Recreation and Park District formed pursuant to the California Public Resources Code (section 5780, et seq.)

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

“CRPD”

CARMICHAEL RECREATION AND PARK DISTRICT FOUNDATION (DBA CARMICHAEL PARKS FOUNDATION)

By: _____
Sharon Ruffner, President
Carmichael Recreation and Park District Foundation (DBA Carmichael Parks Foundation)

“CPF”

PROJECT LIFELONG

By: _____
Sean LaTour-Jarquin, Founder/Co-Executive Director
Project Lifelong

“PL”

**EXHIBIT A to MOU
between the Carmichael Recreation and Park District**

hereinafter referred to as "CRPD," and Carmichael Parks Foundation hereinafter referred to as "CPF," and Project Lifelong hereinafter referred to as "PL"

INSURANCE REQUIREMENTS FOR PL

Without limiting PL's indemnification, PL shall procure and maintain for the duration of the MOU, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the MOU by the PL, its agents, representatives or employees. CRPD and CPF 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 CRPD and CPF Risk Manager, insurance provisions in these requirements do not provide adequate protection for CRPD, CPF and for members of the public, CRPD and CPF may require PL to obtain insurance sufficient in coverage, form and amount to provide adequate protection. CRPD and CPF'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

PL shall provide CRPD and CPF with certificates evidencing coverage required below. **Copies of required endorsements must be attached to certificates.** The CRPD and CPF 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 CRPD, CPF, 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 CRPD and CPF before performance commences. The CRPD and CPF reserve the right to require that PL provide complete copies of any policy of insurance offered in compliance with these specifications.

II. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

2. Personal Lines automobile insurance shall apply if vehicles are individually owned.

- C. WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.
- D. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.
- E. PROFESSIONAL LIABILITY or Errors and Omissions Liability insurance appropriate to PL's profession.
- F. ABUSE OR MOLESTATION LIABILITY Coverage appropriate to PL's profession. Coverage may be written as part of PL's Commercial General Liability, or part of PL's Professional (E&O) Liability, or on a stand-alone basis.

III. MINIMUM LIMITS OF INSURANCE

PL shall maintain limits no less than:

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

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

- E. PROFESSIONAL LIABILITY or ERRORS & OMISSIONS: 1,000,000 per claim and aggregate.
- F. ABUSE or MOLESTATION: \$250,000 per person or occurrence and \$1,000,000 aggregate.

IV. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retention that apply to any insurance required by this MOU must be declared and approved by CRPD and CPF.

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 CONSULTANT.
- 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, CONSULTANT 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 MOU 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 CRPD and CPF 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 CRPD, CPF, and the general public are adequately protected.
- 2. MAINTENANCE OF INSURANCE COVERAGE: The PL shall maintain all insurance coverages and limits in place at all times and provide the CRPD and CPF with evidence of each policy's renewal ten (10) days after its anniversary date.

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

VII. COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY

- A. **ADDITIONAL INSURED STATUS:** CRPD, CPF, and the County of Sacramento their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents (each an “Additional Insured Party,” and collectively “Additional Insured Parties”), are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the PL; products and completed operations of the PL; premises owned, occupied or used by the PL; or automobiles owned, leased, hired or borrowed by the PL. The coverage shall contain no endorsed limitations on the scope of protection afforded to the Additional Insured Parties.
- B. **PRIMARY INSURANCE:** For any claims related to this MOU, the PL's insurance coverage shall be primary insurance as respects the insurance or self-insurance maintained by the Additional Insured Parties. Any insurance or self-insurance maintained by the Additional Insured Parties shall be excess of the PL's insurance and shall not contribute with it.
- C. **SEVERABILITY OF INTEREST:** The PL'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:** PL shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by PL's 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 CRPD, CPF, and the County of Sacramento their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents, which might arise by reason of payment under such policy in connection with performance under this MOU by the PL. Should PL be self-insured for workers' compensation, PL hereby agrees to waive its right of subrogation against CRPD, CPF, and the County of Sacramento their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents.

IX. NOTIFICATION OF CLAIM

If any claim for damages is filed with PL or if any lawsuit is instituted against PL, that arise out of or are in any way connected with PL's performance under this MOU and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect the Additional Insured Parties, PL shall give prompt and timely notice thereof to the Additional Insured Parties. 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.

EXHIBIT B to MOU

Between the Carmichael Recreation and Park District, herein referred to as “CRPD”, and Carmichael Parks Foundation, herein referred to as “CPF,” and Project Lifelong hereinafter referred to as “PL”

Certification of Background Checks

_____ (“PL”) acknowledges that pursuant to California Public Resources Code §5164 that no person (e.g., employee of PL, volunteer, or independent contractor or subcontractor hired by PL) may be in a position having supervisory or disciplinary authority over a minor (any person under the age of eighteen) if that person has been convicted of any of various specified offenses¹. This prohibition applies to PL, PL’s employees or volunteers, and any contractors or subcontractors used by PL, or the employees or volunteers of those contractors or subcontractors.

PL certifies that PL has required each person who may be in a position of having supervisory or disciplinary authority over a minor to have had fingerprints taken and submitted to the California Department of Justice for verification, and that such person has not been convicted of the disqualifying offenses, and that PL will be notified of any future disqualifying offenses. All such persons are identified below:

Name of Employee, Volunteer, Contractor, Subcontractor, or any Other Relevant Person	Position	Date of Background Check

PL is required to provide updated information to the CRPD as these persons change. PL further acknowledges that by this Certification of Background Checks, Carmichael Recreation and Park District will not independently verify the information provided by PL; so therefore PL shall indemnify, defend and hold harmless the CRPD, the County of Sacramento, and the Carmichael Parks Foundation its elected and appointed officials, and its employees and volunteers from and against any and all claims, loss, liability and damages resulting from injury or death to any person arising out of or in connection with the misrepresentation or inaccuracy of any information provided herein.

PL Signature: _____

Date: _____

¹ Violations or attempted violations of §§ 220, 261.5, 262, 273a, 273d, or 273.5 of the California Penal Code, or any sex offense listed in § 290 of the Penal Code, except for the offense specified in subdivision (d) of § 243.4 of the Penal Code, within ten (10) years of the date of such person seeking to be employed or serve as a volunteer of PL.