MASTER AGREEMENT BETWEEN SAN LEANDRO UNIFIED SCHOOL DISTRICT AND CITY OF SAN LEANDRO FOR RECREATIONAL USE AND MAINTENANCE OF SCHOOL SITES

THIS AGREEMENT is made and entered into this ____th day of May 2019, by and between SAN LEANDRO UNIFIED SCHOOL DISTRICT, a Public School District of the State of California, hereinafter called "District", and the CITY OF SAN LEANDRO, a Municipal Corporation of the State of California, hereinafter called "City".

WITNESSETH:

WHEREAS, Section 10900 et seq. of the Education Code (the Community Recreation Act) authorizes cities and school districts to organize, promote and conduct programs of community recreation for the promotion and attainment of general educational and recreational objectives and to construct, maintain and operate recreation centers, including playgrounds and outdoor playing fields; and

WHEREAS, Section 10910 of the Education Code provides that the governing body of any school district may use or grant the use of grounds of the school district to any other public authority for the purposes of such act, whenever such use does not interfere with school uses; and

WHEREAS, it is the policy of the City and District to jointly undertake the development, installation, construction and maintenance of recreational facilities in order to reduce capital and operations costs to both governmental jurisdictions; and

WHEREAS, District and City desire to provide a contract for the use of listed District properties by City for community recreation activities, and for use by District for education and recreation purposes pursuant to said Community Recreation Act, as the provisions thereof exist, or hereafter may be amended; and

WHEREAS, it is the intention of the parties that this Agreement shall operate as a Master Agreement and that the terms hereof shall govern, and be incorporated into, any future Supplemental Agreement between the parties pertaining to specific school sites within the limits of City; and

WHEREAS, this Master Agreement shall supersede all existing Agreements and Memorandum of Understandings related to construction, use, and/or maintenance between District and City.

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter set forth, and pursuant to the provisions of the Education Code hereinabove referred to, it is agreed as follows:

I. Term of this Agreement

This Agreement shall be in effect from the date of the last signature affixed hereto until June 30, 2039, except as otherwise specified in a Supplemental Agreement. In no event shall the term of a Supplemental Agreement extend past June 30, 2039, without further amending this term.

II. Master Agreement and Supplemental Agreements

a. Sites. The sites subject to this Master Agreement shall include the following District locations (Site Maps and Asset Lists are included in Exhibits A and B).

b. The terms and provisions unique to any of the sites, including maintenance responsibilities, if applicable, and the disposition of any past agreements regarding that site, if applicable, are set forth in Section IV., *Use of School Sites*, and Section VII., *Maintenance Responsibilities and Inspections*.

TABLE 1 – District Locations[1]

District Location	City Programming	City Maintenance	Notes
San Leandro High	N	N	
John Muir *(Cherry Grove Park)*	Y	Y	Water well maintained by City. Repair costs in excess of $1,000 are shared.
Bancroft	N	N	
Garfield	N	N	
Jefferson	N	N	Access to Toyon Park parking lot is from a District-owned shared driveway that also serves Jefferson Elementary School. Parties agree that maintenance/repair of the concrete apron, sidewalk and asphalt associated with this driveway will be shared 50:50.
James Madison	N	N	
McKinley	N	N	
James Monroe *(Floresta Park)*	N	Y	City maintains: playground equipment, picnic tables/BBQs, restroom building, turf, trees, and small ballfield located within Open Space area boundary. Irrigation is split, with some maintained by City and some by District.
Roosevelt *(Farrelly Pool)*	Y	Y	Pool currently closed. Planned for reconstruction in 2019-2020. Based on Site Plan dated 2-20-19, City to maintain 4 dedicated parking stalls, bleachers/shade structure, pool mechanical room, office building, restrooms building, pool, 4 picnic tables/shade structures/BBQ's, pool perimeter fencing, and all hardscape/turf areas located within fenced pool area.
Washington	N	N	Portion of Washington playfield located on City property.
Woodrow Wilson	N	N	

Burrell Field - Pacific Sports Complex	N	Y (Well only)	Programming of Pacific Sports fields and tennis courts is through District. Overflow District event parking on City property (rear lot of San Leandro Ballpark) is available upon prior request and approval from the Recreation & Human Services Dept. and Public Works Department. The Complex's south lot is built partially on City property (via easement). It is not locked and is considered a shared lot, with District having primary scheduling priority and all maintenance duties. Onsite well is connected to and provides watering of the adjacent City-owned San Leandro Ballpark in addition to the District's Pacific Sports fields.

[1] It is noted that District locations marked as 'N' for City Programming indicates that the City does not currently (as of the date of this Agreement) have programming at this site. Programming shall be as mutually agreed between District and City.

III. Description of Premises

For the purposes of this Agreement, each school site shall be divided into two (2) areas: An Open Space area and a School area, as shown in Site Maps included as Exhibit A.

IV. Rules and Regulations

The CITY will develop and enforce appropriate rules and regulations for facilities with City programming. In advance of offering programming to the public at Farrelly Pool, CITY shall share programing schedule with DISTRICT to verify that no program begins or ends within 30 minutes of Roosevelt start of school and/or final dismissal, unless specifically approved by the District.

V. Ownership of Improvements and Cost of Repairing and Replacing Same

All improvements installed by City on the Open Space areas shall remain the property of City, and all improvements installed on the School areas by District shall remain the property of the District. City shall be responsible for the cost of repairing or replacing any of District's property damaged in connection with City's use of said property under this Agreement, normal wear and tear excepted. District shall be responsible for the costs of repairing or replacing any of City property damaged in connection with District's use of said property under this Agreement, normal wear and tear excepted. Each party shall be responsible for the costs of maintaining and repairing, replacing or removing its own property, at its sole discretion, as necessary or desirable.

VI. Maintenance Responsibilities and Inspections

a. As set forth in Exhibit C *District and City Maintenance Responsibilities*, District shall, at its own cost and expense, maintain the entire School area, including all tubular iron perimeter fencing, except the areas defined in Exhibit C as City-maintained areas.

b. As set forth in Exhibit C *District and City Maintenance Responsibilities*, City shall, at its own cost and expense, maintain the entire Open Space area, including landscaping and all amenities, except the areas defined in Exhibit C as District-maintained areas.

c. The City's Public Works Director and Recreation & Human Services Director, or designees, shall meet annually with the District Director of Facilities & Operations, or designee, in order to determine an annual use and maintenance schedule which allows City flexible access to school sites, but which does not unreasonably interfere with District use. Either party may request, in writing, that the schedule be amended to accommodate circumstances that may arise during the year. Such schedule changes may be made by mutual agreement and upon reasonable notice of five (5) working days prior to the effective date of change.

d. City shall perform and document monthly equipment/amenity inspections for all Open Space areas maintained by City. District may review inspection logs at the Public Works Service Center, during normal business hours.

e. In the event of an emergency and/or to abate a hazardous condition, the City or District shall have the right to initiate action to resolve said emergency and/or hazardous condition in the most effective and efficient means possible with the least disruption to City or District use.

VII. Modification of Agreement (Amendments)

This Master Agreement, or any Supplemental Agreement entered into pursuant to this Master Agreement, may only be amended in writing and signed by both District and City. Any modification to this Master Agreement or any Supplemental Agreement shall be prepared by District or City, at no cost to the other party. The District School Board and the City Council must approve the Master Agreement and any Supplemental Agreements. It is agreed by District and City that minor modifications and/or clarifications may be processed administratively in writing and signed by both District Superintendent and City Manager.

VIII. CEQA

City agrees to prepare any documents and conduct any studies necessary to comply with the California Environmental Quality Act, Public Resources Code Sections 2100 et seq.

IX. Compliance with All Laws

The Parties shall adhere to and comply with all laws, rules, and regulations applicable to the duties, provisions, terms, conditions and execution of this Agreement. This Agreement shall be interpreted and construed in accordance with California law, venue for any legal action shall be in Alameda County, or the Northern District of California.

X. City/County Ordinances

a. City of San Leandro - Polystyrene Foam Food Service Ware Ordinance

b. Alameda County Mandatory Recycling Ordinance
c. Alameda County Plant Debris Landfill Ban Ordinance

XI. Insurance

District and City shall each maintain comprehensive General Liability insurance in the amount of Ten Million dollars ($10,000,000) combined single limit naming each other as additional insureds, including each Party's respective elected and appointed officers, directors, agents, servants and employees against claims for bodily injury, and property damage arising from District's or City's participation in the activities described herein. The form of such insurance shall be satisfactory to District and City and may include self-insurance at levels acceptable to both parties.

XII. Mutual Indemnification

Each party agrees to indemnify, defend, and hold harmless the other party, and its elected and appointed officers, directors, agents and employees from any and all liabilities, claims, or losses of any nature, including attorneys' fees and costs, to the extent caused by, arising out of, or in connection with, the indemnifying party's negligent acts or omissions pursuant to this agreement.

XIII. Resolution of Disputes

Any dispute arising as to the use, operation, or maintenance of a facility identified herein shall be resolved by the Superintendent of District and the City Manager. In the event that the Superintendent and City Manager are unsuccessful in resolving any dispute, the parties agree to submit the dispute to the District/City Liaison Committee for resolution. If the Committee is unable to resolve the dispute, the parties shall submit the dispute to the San Francisco Bar Association Civil Mediation Program for mediation.

XIV. Right to Purchase

Should District determine that any school Open Space area is surplus, City shall have the first right of refusal to purchase said site. District shall provide written notice to City of its intention to sell said site or to terminate outdoor recreational uses thereon, and upon receipt of such notice, District and City shall negotiate regarding the purchase price. Should District and City, after engaging in good faith negotiations, fail to agree on a purchase price, District shall be relieved of the obligation set forth in this paragraph.

XV. Termination

Either Party may terminate this Master Agreement or any of the Supplemental Agreements executed pursuant to this Master Agreement by delivery of written notice of election to terminate at least one (1) year in advance to the other Party.

XVI. Notices

Notices shall be served either by personal delivery or mail, as follows:

DISTRICT:	CITY:
Superintendent	City Manager
San Leandro Unified School District	City of San Leandro
835 E. 14th Street, Suite 200	835 E. 14th Street, Suite 205
San Leandro, CA 94577	San Leandro, CA 94577

XVII. Removal of Improvements upon Termination

On or before the expiration of this Agreement, or within sixty (60) days after any earlier termination of this Agreement, and if requested by District, City shall remove City's Improvements, at its sole expense. City shall repair any damage caused by removal of City's Improvements and restore the site(s) to good condition, less ordinary wear and tear. In the event that City fails to timely remove City's Improvements, District, upon fifteen (15) days written notice, may either (1) accept ownership of City's Improvements with no cost to District, or (2) remove City's Improvements at City's sole cost. In the event that District chooses to accept ownership of City's Improvements, City shall execute any necessary documents to effectuate the change in ownership of City's Improvements. In the event that District removes City's Improvements, City shall pay all invoices for the removal of City's Improvements within thirty (30) days of receipt of such invoices.

XVIII. Miscellaneous

This Agreement may not be assigned by either Party. During the performance of this Master Agreement, neither Party shall cause an act of discrimination based upon a protected classification established under the California Constitution, or else such act shall cause a Party to be in breach of this Agreement. The Parties shall comply with all fingerprinting and background checks requirements under the California Education Code and District Board policy. This Agreement may be executed in counterparts. If any term, condition, or provision is found by a court of competent jurisdiction to violate law, such term shall be void, but all remaining terms shall remain in full force and effect

Exhibits

A. Site Maps
B. Assets Lists
C. District and City Maintenance Responsibilities
D. Insurance Statements

WHEREFORE, the Parties hereto have executed this Master Agreement on the ___th day of _____, 2019.

SAN LEANDRO UNIFIED SCHOOL DISTRICT	CITY OF SAN LEANDRO
_____	_____
Michael McLaughlin, Superintendent	Jeff Kay, City Manager
APPROVED AS TO FORM	
_____	_____
NAME, District Counsel	Richard Pio Roda, City Attorney

Exhibit A
Site Maps

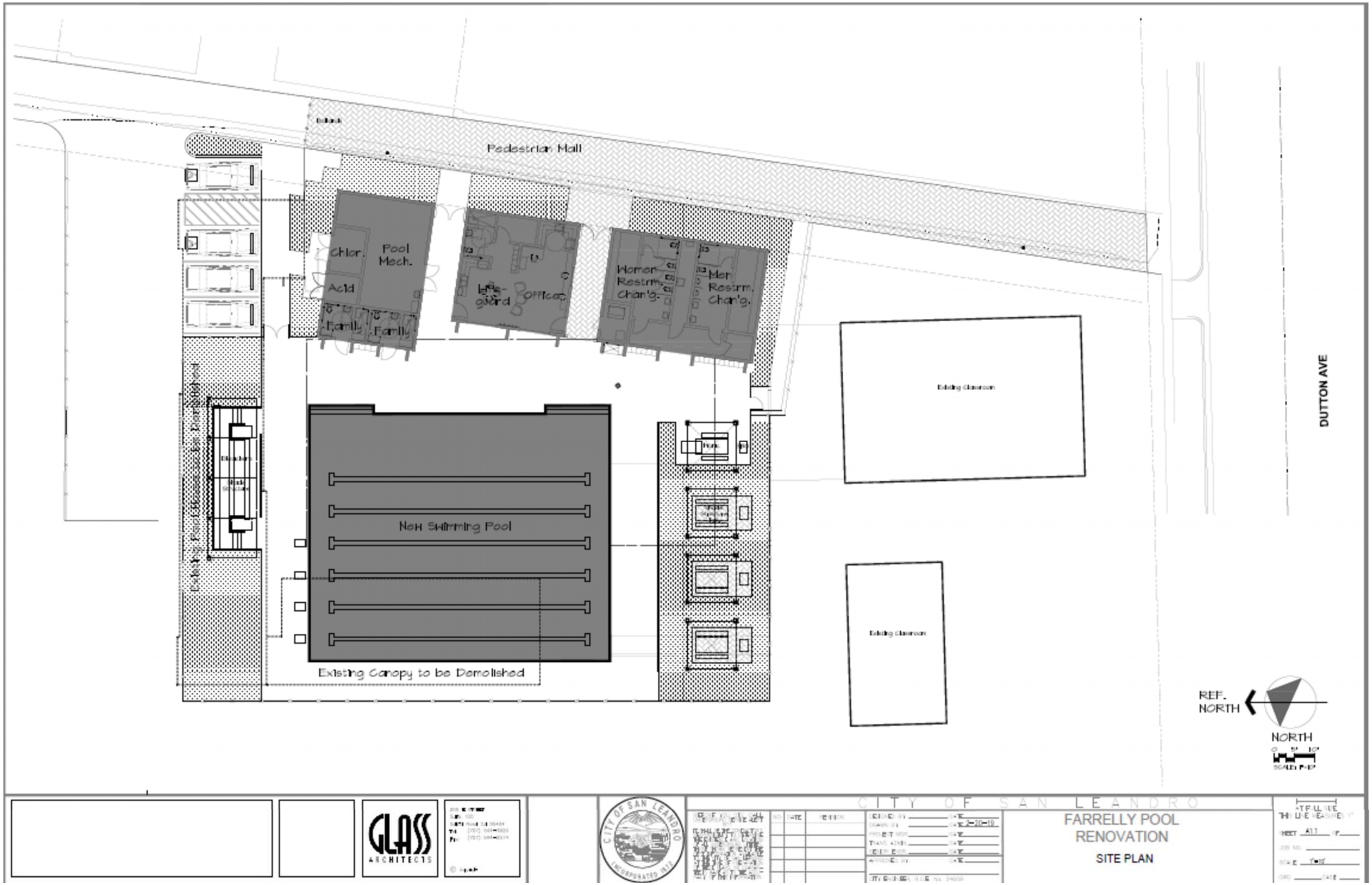
Cherry Grove Park/JMMS Soccer Field
Floresta Park (James Madison)
Farrelly Pool (Roosevelt)
Washington Elementary (City-owned portion of field)
Well on Burrell Field/Pacific Sports Complex



Cherry Grove Park/JMMS Soccer Field

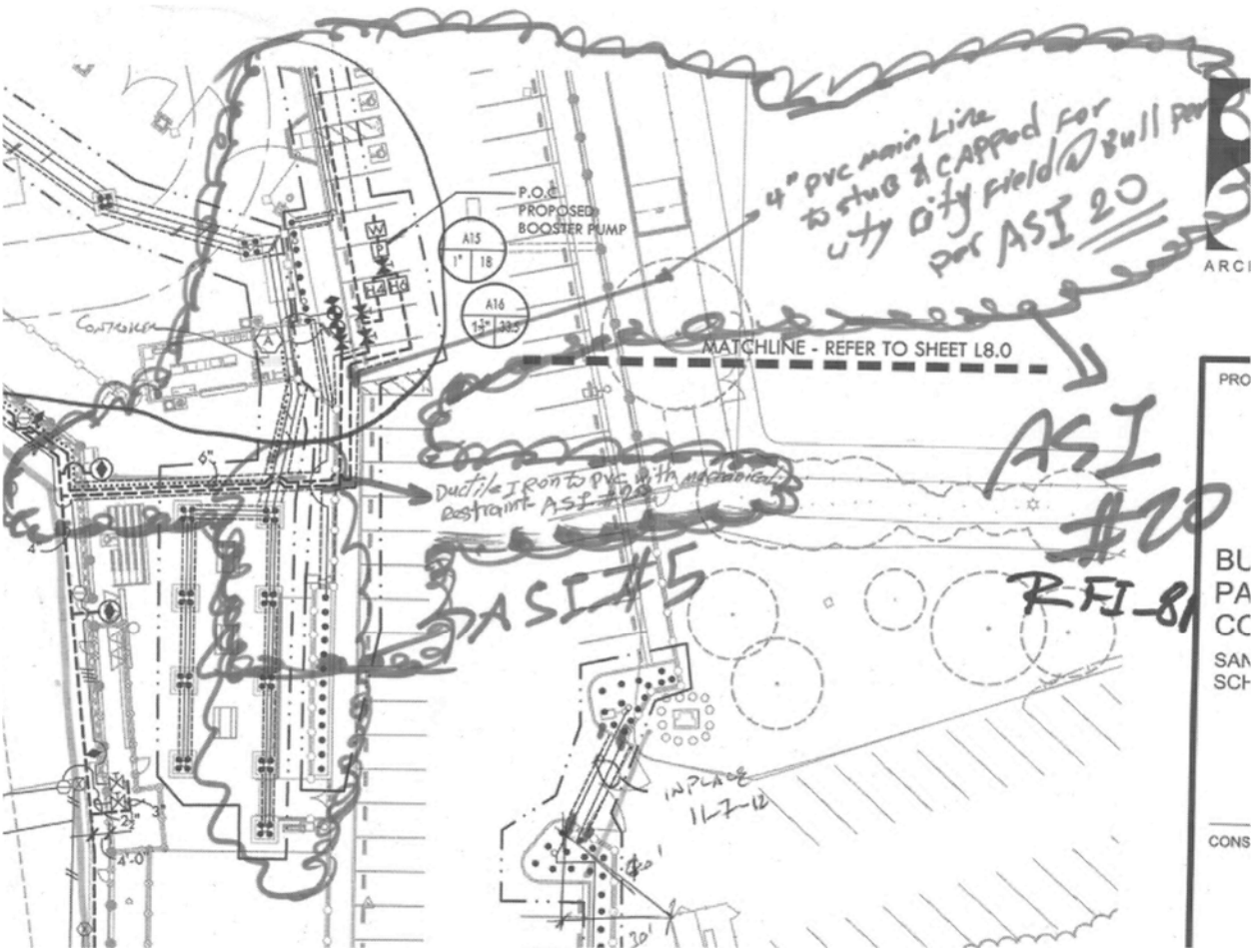


Floresta Park


Pedestrian Mall
Chlor.
Pool Mech.
Acid
Family
Family
Lifeguard
Office
Women Restrm. Chan'g.
Men Restrm. Chan'g.
Existing Classroom
New Swimming Pool
Existing Canopy to be Demolished
Existing Classroom
DUTTON AVE
REF. NORTH
NORTH
GLASS ARCHITECTS
CITY OF SAN LEANDRO
FARRELLY POOL RENOVATION
SITE PLAN



Washington Elementary Playfield



Onsite Well at Burrell Field and Connection to SLBP Irrigation

Exhibit B
Assets Lists

Cherry Grove Park/JMMS Soccer Field
Floresta Park (James Madison)
Farrelly Pool (Roosevelt)

List of City-Maintained Park Amenities

Cherry Grove Park:

- Half basketball court (asphalt – no painted lines)
- Sod soccer field (fenced/locked)
- 2 playground areas with play structures
- 6 swings
- 1 restroom building
- 1 maintenance/well water building
- 1 drinking fountain
- 1 off-street parking lot
- 22 picnic tables (5 wood top/seats over metal frame; 15 concrete; 2 metal)
- 11 metal benches
- 11 BBQs
- 2 chess tables

Floresta Park:

- 2 playground areas with play structures
- 2 swings
- 1 restroom building
- 1 drinking fountain
- 12 picnic tables (wood top/seats over metal frame)
- 4 BBQs
- 5 metal benches

Farrelly Pool (to be amended, as needed, when construction is complete):

- 4 parking stalls, including 2 HC stalls
- Bleachers and shade structure
- New swimming pool
- 4 picnic tables/shade structures/BBQs
- New pool mechanical room/family restrooms building
- New office/life guard building
- New restrooms/changing building
- Perimeter fencing
- Hardscape/turf located inside of pool perimeter fencing

Exhibit C
District and City Maintenance Responsibilities

1. In addition to the maintenance responsibilities outlined in the following table, the City is responsible for routine repair and maintenance of the well that exists onsite at Burrell Field/Pacific Sports Complex (which is connected to and provides irrigation to the City's adjacent ballfield facility). Repairs to the District's well in excess of $1,000 annually are to be split 50:50 between District and City.

2. The District is responsible for maintenance of the portion of City-owned property that is part of the fenced-in playfield, landscaping, and trees at Washington Elementary School. The City is responsible for maintenance of McCartney Park, including the play structure, landscaping and trees located outside of the fenced school play field.

3. The City will continue to be responsible for payment of electric utilities for tennis courts located at Burrell Field.

DISTRICT AND CITY MAINTENANCE RESPONSIBILITIES

Open Space Location ➔	Cherry Grove Park and JMMS Soccer Field *(Soccer field under District use until 4 PM on school days; under City use after 4 PM on school days and all day on weekends, holidays and non-instructional school days).*	James Monroe Floresta Park	Roosevelt Farrelly Pool *(This facility is currently closed. Once construction is completed, this table will be updated.)*
Asphalt and Concrete	As shown in Exhibit A, CITY responsible for repair/replacement of asphalt and concrete in Open Space areas.	As shown in Exhibit A, CITY responsible for repair/replacement of asphalt and concrete in Open Space areas.	As shown in Exhibit A, CITY responsible for repair/replacement of asphalt and concrete in Open Space areas.
Ball/Playfields &Tennis Courts	As shown in Exhibit A, ballfields are located in School area and DISTRICT's sole responsibility. The fenced soccer field is a joint use facility (District's use and responsibility for repairs of damage during normal school hours), with CITY responsible for general maintenance and for repairs of damage during CITY use. Tennis Courts are for the benefit of public generally. DISTRICT may use courts (for tennis only) in carrying out its programs of physical education and competitive athletic events. CITY responsible for maintenance.	DISTRICT is responsible for repair/maintenance of playfields located in School area. City is responsible for repair/maintenance of small playfield shown within City's Open Space area of responsibility.	Not applicable.
Fencing	CITY responsible for repair/maintenance of cyclone fence/netting surrounding the soccer field and for minor repairs (but not replacement) of private wood fence that runs the along the north boundary, up to the northeast corner of the tennis courts. DISTRICT responsible for repair/maintenance of all other fencing on Open Space and School areas.	DISTRICT is responsible for repair/maintenance of all fencing surrounding School area.	Except for portions of perimeter fence that are comprised of DISTRICT owned/maintained tubular fencing, CITY responsible for repair/maintenance of fence surrounding pool area.
Irrigation and Drainage	Well is jointly owned by CITY and DISTRICT. CITY to operate and maintain well, including payment for individual repairs up to $1,000 annually; 50/50 split for repairs in excess of $1,000. DISTRICT pays electricity costs associated with meter. CITY maintains irrigation within Park and Soccer Field.	Irrigation within the Open Space area is both CITY and DISTRICT. Each party shall be responsible for maintaining their own infrastructure.	Construction of new pool will include installation of a new water meter, with invoicing directly to CITY. CITY maintains irrigation within Pool area.
Landscaping and Trees	CITY responsible for maintenance of all landscaping and trees located in the Open Space area.	CITY is responsible for maintenance of landscaping and trees located within Open Space area.	CITY is responsible for maintenance of landscaping and hardscape located within Pool area.
Lighting	CITY responsible for maintenance of lighting in Open Space area.	CITY responsible for maintenance of interior/exterior lighting associated with restroom located in Open Space area.	CITY is responsible for maintenance of interior/exterior lighting in Pool area.
Litter Abatement	CITY responsible for daily litter abatement of Open Space area.	CITY responsible for daily litter abatement of Open Space area.	CITY responsible for daily litter abatement of Pool area during season that pool is open (weekly pick-up during off-season).
Parking Lots	As shown in Exhibit A, CITY responsible for repair/replacement of asphalt and concrete in Open Space areas.	Not applicable (no parking lot associated with Open Space area).	As shown in Exhibit A, CITY responsible for repair/replacement of asphalt and concrete in Pool area. It is noted that there are only 2 handicapped parking spaces that will be available to the public during use of the pool. The other two designated parking spaces are for CITY staff only.
Playground Structures	CITY responsible for maintenance/repair of playground structures at Cherry Grove Park.	CITY responsible for maintenance/repair of playground structures at Floresta Park.	Not applicable.
Recycling and Trash Collection	CITY responsible for trash collection/recycling in Open Space area.	CITY responsible for trash collection/recycling in Open Space area.	CITY responsible for trash collection/recycling in Pool area.
Restrooms	CITY responsible for maintenance of restroom building in Open Space area.	CITY responsible for maintenance of restroom building in Open Space area.	CITY responsible for maintenance of all restrooms/changing areas in Pool area.
Cameras/Locks	No cameras exist in Open Space area. Any cameras installed in School area are responsibility of DISTRICT. CITY responsible for locks associated with restroom building, well building in Open Space area, and soccer field (when in use by CITY). DISTRICT	No cameras exist in Open Space area. Any cameras installed in School area are responsibility of DISTRICT. CITY responsible for locks associated with restroom building. DISTRICT responsible for locks associated with School area perimeter fencing.	CITY responsible for locks associated with Pool area. DISTRICT responsible for locks associated with School area perimeter fencing. The CITY may install cameras in the pool area. The CITY responsible for monitoring and maintaining cameras and storage of camera data.

DISTRICT AND CITY MAINTENANCE RESPONSIBILITIES

Open Space Location ➔	Cherry Grove Park and JMMS Soccer Field *(Soccer field under District use until 4 PM on school days; under City use after 4 PM on school days and all day on weekends, holidays and non-instructional school days).*	James Monroe Floresta Park	Roosevelt Farrelly Pool *(This facility is currently closed. Once construction is completed, this table will be updated.)*
	responsible for locks associated with School area perimeter fencing and soccer field (when in use by DISTRICT).		
Signage	CITY responsible for wooden Cherry Grove Park sign and park usage signage located in Open Space area. DISTRICT responsible for all signage in School area.	CITY responsible for wooden Floresta Park sign and park usage signage located in Open Space area. DISTRICT responsible for all other signage.	CITY responsible for [material to be inserted] Farrelly Pool sign.
Pesticide Use	CITY responsible for application of pesticides/herbicides in Open Space area. DISTRICT-specific notification is required for application on the soccer field only.	CITY responsible for application of pesticides/herbicides in Open Space area. DISTRICT-specific notification is required for application.	CITY responsible for application of pesticides/herbicides in Pool area. DISTRICT-specific notification is required for application.
Site Furnishings	Refer to Exhibit B – Site Assets, for a list of onsite furnishings. CITY is responsible for repair/maintenance of furnishings in Open Space area.	Refer to Exhibit B – Site Assets, for a list of onsite furnishings. CITY is responsible for repair/maintenance of furnishings in Open Space area.	Refer to Exhibit B – Site Assets, for a list of onsite furnishings. CITY is responsible for repair/maintenance of furnishings in Pool area.
Storm/Sewer Systems	CITY responsible for normal maintenance/repair of storm/sewer infrastructure located in public ROW and associated with restroom building.	CITY responsible for normal maintenance/repair of storm/sewer infrastructure located in public ROW and associated with restroom building.	CITY responsible for normal maintenance/repair of storm/sewer infrastructure located in public ROW and associated with Pool area buildings.
Turf	CITY responsible for maintenance of turf located in Open Space area (including soccer field).	CITY responsible for maintenance of turf located in Open Space area.	CITY responsible for maintenance of turf located in Pool area.
Utilities	DISTRICT responsible for payment of all utilities in Open Space and School areas.	DISTRICT responsible for payment of all utilities in Open Space and School areas.	CITY responsible for payment of new water meter/billings and CITY responsible for payment of electricity and natural gas in Pool area.
Graffiti	CITY is responsible for graffiti removal in Open Space area including tennis courts, wood fence and soccer field.	CITY is responsible for graffiti removal in Open Space area.	CITY responsible for graffiti removal in Pool area.
Vandalism	CITY responsible for repair of vandalism in Open Space area including tennis courts and soccer field. Wood fence located along north boundary is shared with adjacent private property owners. CITY will perform minor repairs on the portion of fence from start in the northwest up to the northeast corner of the tennis courts but is not responsible for costs associated with replacement of the private wood fence that runs the length of the northern boundary.	CITY responsible for repair of vandalism in Open Space area.	CITY responsible for repair of vandalism in Pool area.

Exhibit D

Insurance Statements

Each Party, at its sole cost and expense, shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services or use of Cherry Grove Park/John Muir Middle School Soccer Field, Floresta Park, the City-owned portion of Washington Elementary School playfield, Farrelly Pool, and Toyon Park entryway, hereunder by the Parties, their agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage described in Insurance Services Office Form Number GL 0002 (Ed. 01/96) covering Commercial General Liability together with Insurance Services Office Form Number GL 0404 covering Broad Form Comprehensive General Liability; or that described in Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001 (ed. 01/96), including X.C.U. (Explosion, Collapse and Underground) coverage; and

2. The coverage described in Insurance Services Office Form Number CA 0001 (Ed. 12/93) covering Automobile Liability, Code 1 "any auto", or Code 2 "owned autos" and Endorsement CA 0025. Coverage shall also include Code 8 "hired autos" and Code 9 "non-owned autos"; and

3. Workers' Compensation Insurance as required by the California Labor Code and Employers Liability Insurance.

B. Minimum Limits of Insurance

Each Party shall maintain no less than:

1. Commercial General Liability: $3,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. It is noted that for the Farrelly Pool location (only), Commercial General Liability shall be in the amount of $10,000,000 per occurrence for bodily injury, personal injury and property damage.

2. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage; and

3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the California Labor and Employers' Liability limits of $1,000,000 per accident.

C. Deductibles and Self-Insured Retentions

Any Party's deductibles or self-insured retentions must be declared and approved by the other Party's Risk Manager.

D. Other Insurance Provisions

Each policy shall contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverage
   a. The other Party, its officers, employees, agents, volunteers, and contractors are to be covered as additional insureds. Coverage shall contain no special limitations on the scope of protection afforded to the other Party, its officers, employees, agents, volunteers, and contractors.
   b. Any failure to comply with reporting provisions of the policies by either Party shall not affect coverage provided to the other Party, its officers, employees, agents, volunteers, or contractors.
   c. Each policy shall state that the policy 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.

2. All Coverage

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days' prior written notice has been given to the other Party.

E. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to the other Party.

F. Verification of Coverage

Each Party shall furnish the other Party with certificates of insurance and with original endorsements affecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf.

Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in by each Party:

CITY OF SAN LEANDRO SAN LEANDRO UNIFIED SCHOOL DISTRICT

Risk Manager	Associate Superintendent, Business and Operations
Mary Ann Perini/Date	Kevin Collins/Date