



7801 Auburn Blvd., Citrus Heights CA 95610

## FACILITY USE CONTRACT

This agreement, made and entered into this 13<sup>th</sup> day of December, 2023

By and between

**MEALS ON WHEELS by ACC (MOW)**

Hereinafter referred to as "**Contractor**".

And

Sunrise Recreation and Park District

hereinafter referred to as "**District**".

**WHEREAS**, District owns and operates Crosswoods Community Center for the use and benefit of the public; and

**WHEREAS**, District desires to provide use of Crosswoods Community Center, for the purpose of serving and preparation home delivered meals for area seniors; and

**NOW, THEREFORE**, and in consideration of the promises, terms, conditions, and covenants set forth herein, District and Contractor hereby agree as follows:

### **1. SERVICES:**

**Contractor shall perform the following services:**

Responsible for setting up the facility to serve meals and leave the facility as found prior to use. This includes sanitizing tabletops, kitchen counter tops, and sinks, and sweeping and cleaning any spills made by program. Any furniture that has been moved will be restored to the original location. At all times, any furniture that is moved must be carried, not dragged across the floors.

Is permitted use of the kitchen as a primary distribution location for hot meal bags and igloos. A group of congregate seniors dine at Crosswoods Community Center Tuesday, Thursday, and Friday between the hours of 9:00 am. to 1:30 p.m.

**2. TERM:**

The term of this agreement shall commence on **January 1, 2024** and end on **December 31<sup>st</sup>, 2024**. This agreement may be renegotiated and extended for a period of one year upon mutual consent of the parties hereto.

**3. TERMINATION:**

Either party may terminate the agreement hereto by thirty-30 days written notice. The District Administrator shall give notice of termination by District. In the event the Contractor terminates without the advance approval of the District Administrator as required by this paragraph, the Contractor is responsible for any financial loss incurred by the District pursuant to this contract.

**4. FEES:**

All fees are waived for use of the facility for the delivery of Senior Meals. There shall be no compensation to either party under this agreement.

**5. PERMITS:**

Contractor is responsible to reimburse the District for all fees associated with permits required for operation of the program.

**6. INDEMNIFICATION**

For professional services provided under this Agreement, CONTRACTOR shall indemnify, defend, and hold harmless DISTRICT, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the negligent performance of the professional services provided under this Agreement except to the extent caused by the negligence or willful misconduct of District.

**7. INSURANCE**

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

**8. NONDISCRIMINATION:**

Contractor shall not discriminate with respect to race, color, religion or sex in the hiring of any employees pursuant to this contract.

**9. 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 agreement.

**IN WITNESS WHEREOF**, parties hereto have caused this agreement to be executed induplicate.

\_\_\_\_\_  
Date (month/day/year)

Kirk Utzinger  
Executive Director  
Meals on Wheels by ACC

7375 Park City Drive  
Street Address

Sacramento, CA      95831  
City                      State      Zip Code

(916) 444-9533      (916) 394-9156  
Phone                      Fax

CC: Connie Rusnyk  
President & CEO ACC Senior Services  
7334 Park City Drive  
Sacramento, Ca 95831

ATTEST:

**Sunrise Recreation and Park District**  
a dependent District of Sacramento County

\_\_\_\_\_  
Kirk Utzinger, Executive Director, Meals on Wheels by ACC      Date: \_\_\_\_\_

\_\_\_\_\_  
Kevin Huntzinger, District Administrator      Date: \_\_\_\_\_

**EXHIBIT A to Agreement**  
**between the SUNRISE RECREATION AND PARK DISTRICT,**  
**hereinafter referred to as "DISTRICT," and MEALS ON WHEELS - ACC**  
**hereinafter**  
**referred to as "CONTRACTOR"**

**INSURANCE REQUIREMENTS FOR CONTRACTOR**

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

**1. VERIFICATION OF COVERAGE**

CONTRACTOR shall furnish the DISTRICT with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provide certificates.** The CONTRACTOR may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the CONTRACTOR, the interests of the CONTRACTOR and the public is adequately protected. All certificates, evidence of self-insurance, and additional insured endorsements are to be received and approved by the CONTRACTOR before performance commences.

**2. 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 no limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by the DISTRICT.

B. **WORKER'S COMPENSATION:** Statutory requirements of the State of California and Employer's Liability Insurance.

- C. **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 coverage's that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

**3. MINIMUM LIMITS OF INSURANCE**

CONTRACTOR shall maintain limits no less than:

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

Building Trades General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000

- B. **WORKERS COMPENSATION:** Statutory.
- C. **EMPLOYER'S LIABILITY:** \$1,000,000 per accident for bodily injury or disease.
- D. **PROFESSIONAL LIABILITY OR ERRORS AND OMISSIONS LIABILITY:** \$1,000,000 per claim and aggregate.

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

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

**5. CLAIMS MADE PROFESSIONAL LIABILITY INSURANCE**

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

- 1) The "Retro Date" must be shown and must be on or before the date of the Agreement or the beginning of Agreement performance by CONTRACTOR.
- 2) Insurance must be maintained, and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
- 3) If coverage is canceled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of one (1) year completion of the Agreement.

**6. OTHER INSURANCE PROVISIONS**

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

**A. ALL POLICIES:**

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

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

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

- A. **ADDITIONAL INSURED STATUS:** The DISTRICT, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of the ongoing activities of the CONTRACTOR via CG 2010 4/13; premises owned, occupied, or used by the CONTRACTOR; or automobiles owned, leased, hired, or borrowed by the CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to the CONTRACTOR, its officers, directors, officials, employees, or volunteers. Additional insured coverage for both ongoing and completed operations will be extended to CONTRACTOR by the independent subcontractor performing onsite labor.
- B. **CIVIL CODE PROVISION:** Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- C. **PRIMARY INSURANCE:** For any claims related to this Agreement, the CONTRACTOR'S insurance coverage shall be endorsed to be primary insurance as respects the DISTRICT, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the DISTRICT, its officers, directors, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
- D. **SEVERABILITY OF INTEREST:** The CONTRACTOR'S insurance shall apply separately to each insured against whom claim, or suit is brought, except with respect to the limits of the insurer's liability.
- E. **SUBCONTRACTORS: CONTRACTOR:** shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by CONTRACTOR'S subcontractor.

**8. WORKERS' COMPENSATION**

Worker's Compensation Waiver of Subrogation: The worker's compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the CONTRACTOR, its officers, directors, officials, employees, agents, or volunteers, which might arise by reason of payment of payment under such policy in connection with performance under this Agreement by the CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against the DISTRICT, its officers, directors, officials, employees, agents, or volunteers.

**9. NOTIFICATION OF CLAIM**

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