

MEASURE YY/GS MASTER FACILITIES USE AGREEMENT

THIS MEASURE YY/GS MASTER FACILITIES USE AGREEMENT ("Agreement") is entered into this _____ day of _____, 2018 ("Effective Date"), by and between the CITY OF SANTA MONICA, a municipal corporation and charter city ("City"), and the SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT, a public school district ("District"), each duly organized and existing under the laws of the State of California (referred to collectively as the "Parties" or individually as a "Party").

RECITALS

A. The City and District share a strong commitment to meeting the community's and students' needs and enhancing future City and District programs through civic partnership.

B. Use of District property for community programs during non-school hours is one way that the City and District can achieve their mutual goals while fulfilling their individual needs.

C. The City requires access to additional recreational space and facilities because its own parks, fields and recreational facilities are limited in size and number and are utilized to capacity.

D. The District seeks to maximize revenues generated by its facility assets to maintain the high quality of public education in Santa Monica.

E. The District owns and operates multiple facilities in Santa Monica which are unused or underutilized during non-school hours, including, without limitation, Santa Monica High School, located at 601 Pico Blvd, Santa Monica, California, and Los Amigos Park, located at 500 Hollister Avenue, Santa Monica, California (collectively, "District Facilities").

F. The City and District entered into the Master Facilities Use Agreement, dated July 1, 2012 ("Master Facilities Agreement"), and a number of supplemental

agreements that provide specific guidelines for City use of elementary and middle schools located in the City of Santa Monica.

G. The City and District also entered into the Santa Monica High School Master Facilities Use Agreement, dated June 29, 2011 ("First Samohi Master Facilities Use Agreement"), and the Santa Monica High School Supplemental Facilities Use Agreement, dated October 18, 2011 ("First Samohi Supplemental Facilities Use Agreement"), for use of recreational facilities at Santa Monica High School.

H. The Parties intend that this Agreement and the attached Supplemental Facilities Use Agreement supersede in its entirety all of the terms and conditions of the First Samohi Master Facilities Use Agreement and First SAMOHI Supplemental Facilities Use Agreement, respectively.

I. In 2011, through the approval of Measure YY, and in 2016, through the approval of Measure GS, the City's voters overwhelmingly approved advisory measures specifying that half of the City's transaction and use tax revenues are to be used to improve and maintain the quality of Santa Monica's public schools, and support school educational and afterschool programs by, among other things, helping to attract high quality teachers, assisting at-risk students, improving instruction in the arts, music, math and science, and providing ongoing maintenance at schools to reduce the cost of expensive repair.

J. The City's use of Santa Monica High School and Los Amigos Park during non-school hours will effectuate the will of the City's voters to allocate one-half of the City's transaction and use tax revenues to the District for the purpose of (i) improving and maintaining the District's school facilities in Santa Monica and (ii) authorizing the City's and community's use of Santa Monica High School and Los Amigos Park during non-school hours to meet the community's recreational needs.

K. The provisions of Education Code sections 10900 through 10914.5, inclusive, (Community Recreation Act) authorize and empower 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 the state, and to enter into agreements with each other for such purposes.

L. The District's use of one-half of the City's transaction and use tax revenues to improve and maintain the District's school facilities in Santa Monica and the City's and community's use of Santa Monica High School and Los Amigos Park are in the vital and best interests of the residents of the City and District students, and of their health, safety, and welfare, and are in accordance with the public purposes and provisions of applicable federal, State and local law.

M. The District, pursuant to Education Code section 10910, is authorized to "grant the use of any building, grounds or equipment of the district to any other public authority...whenever the use of the buildings, grounds or equipment for community recreational purposes will not interfere with use of the buildings, grounds, and equipment for any other purposes of the public school system;" and

N. The District has determined, by approving this Agreement, that the City's use will not interfere with use of the District Facilities for any other purpose.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. SCOPE OF AMENDMENT AND RESTATEMENT

This Agreement supersedes in its entirety all of the terms and conditions of the First SAMOHI Master Facilities Use Agreement and the First Samohi Supplemental Facilities Use Agreement. Upon full execution of this Agreement, the First Samohi Master Facilities Use Agreement and First Samohi Supplemental Facilities Use Agreement shall no longer be in force or effect.

2. TERM

The initial term of this Agreement shall commence on the Effective Date and end on June 30, 2028 ("Original Term"), unless otherwise terminated pursuant to this Agreement. By

mutual written agreement and approvals of the respective governing bodies of the City and District, the Parties may extend this Agreement for additional ten (10) year terms, unless the financial circumstances of either Party have so materially changed during the preceding term that fiscal prudence and responsibility to the public dictate nonrenewal ("Basis for Nonrenewal"). Three (3) years' advance written notice of nonrenewal ("Nonrenewal Notice") shall be provided prior to the expiration of the term in which the City or District determines that it cannot responsibly and prudently renew this Agreement. Prior to either Party providing a Nonrenewal Notice, and within ten (10) days after either Party determines that there is a Basis for Nonrenewal, the other Party shall be notified in writing, and a meet and confer conference shall be promptly held. If one Party provides a Nonrenewal Notice to the other Party less than three (3) years before expiration of a term, the term shall automatically be extended by the amount of time necessary to provide the requisite three (3) years' notice.

3. LOS AMIGOS PARK SUPPLEMENTAL FACILITIES USE AGREEMENT

This Agreement authorizes the City's and community's use of Los Amigos Park, as more specifically provided in the Los Amigos Park Supplemental Facilities Use Agreement, attached hereto as Exhibit "A" to this Agreement, which shall be executed concurrently herewith.

4. SANTA MONICA HIGH SCHOOL SUPPLEMENTAL FACILITIES USE AGREEMENT

This Agreement authorizes the City's and community's use of Santa Monica High School facilities, as more specifically provided in the Santa Monica High School Supplemental Facilities Use Agreement, attached hereto as Exhibit "B" to this Agreement, which shall be executed concurrently herewith.

5. COMPENSATION

The Parties acknowledge and agree that it is impracticable and extremely difficult to ascertain the specific amount of compensation that should be paid to the District in accordance with the purpose of this Agreement. Therefore, the Parties agree that the City's compensation in accordance with Section 5.1, herein, represents reasonable compensation for the City's use of District Facilities, which shall be paid in accordance with the following provisions:

5.1 City's Payment of One-Half of Use Tax Revenue Amount. City shall pay an annual amount equal to one-half of the revenue received by the City from the one percent transaction and use tax enacted pursuant to Ordinance No. 2316 (CCS)("Measure YY Tax") and Ordinance No. 2528 (CCS) ("Measure GS Tax"). The City's payments to the District of Measure YY Tax and Measure GS Tax (collectively, "Tax Revenue Payments") shall be made on a monthly basis, in an amount equal to one-half of the amount that the City receives from the California Department of Tax and Fee Administration ("CDTFA") in the CDTFA's monthly payment to the City of the estimated Measure YY and Measure GS Tax receipts. The City will make the Tax Revenue Payments to the District within seven (7) business days after it receives the payment from the CDTFA, except that all Measure YY and GS Tax collected prior to the Effective Date shall be disbursed to the District seven (7) business days after the Effective Date. Upon the City's receipt of each quarterly reconciliation from the CDTFA of actual Measure YY and GS Tax revenues compared to the CDTFA's estimated payments made to the City ("Reconciled Amount"), the City shall provide the District with an accounting and shall adjust the next monthly payment upward or downward by one-half of the Reconciled Amount.

5.2 District's Use of Proceeds. District agrees that an amount equal to the Tax Revenue Payments shall be allocated to improving and maintaining the District Facilities and programs in accordance with Measures YY and GS.

5.3 No Impairment. The City's obligation to make Tax Revenue Payments, including payments of any Reconciled Amounts, shall not be reduced, delayed or otherwise impaired by any acts or omissions by or of the District unrelated to its

obligations under this Agreement, the Santa Monica High School Supplemental Facilities Use Agreement, or the Los Amigos Supplemental Use Agreement.

6. TERMINATION FOR CAUSE

In the event that the City Manager reasonably determines that the District has failed to perform any of its material obligations under this Agreement, including but not limited to the District's failure to provide access to District Facilities, which failure materially deprives the City and the community of the benefits anticipated under this Agreement, the City Manager shall advise the Superintendent of the District of same in writing, and the City Manager and Superintendent shall promptly meet and confer regarding the basis for such determination and the steps that are reasonably necessary and appropriate to cure such failure, including an appropriate and sufficient time period for the District to cure ("District Cure Period.").

If, after such meet and confer process and District's Cure Period, the City Manager reasonably determines that such failure has not been sufficiently corrected and that the District's failure to perform such obligation continues to materially deprive the City and the community of the benefits anticipated under this Agreement, the City Manager shall have the right to send written notice to the District specifying the nature of such failure and the steps necessary to cure and advising that this Agreement may be terminated unless such failure is cured within six (6) months from the date of such notice. If the failure is not corrected within six (6) months from the date of such notice, the City Council may, after conducting a public hearing on the issue of termination, terminate this Agreement.

In the event that the Superintendent reasonably determines that the City has failed to perform any of its material obligations under this Agreement, including but not limited to the City's failure to provide Tax Revenue Payments and payments of Reconciled Amounts to the District, which failure materially deprives the District and the community of benefits anticipated under this Agreement, the Superintendent shall advise the City Manager of same in writing and the City Manager and the Superintendent shall promptly meet and confer regarding the basis for such determination and the steps that are

reasonably appropriate to cure such failure, including an appropriate and sufficient time for the City Manager to cure (“City Cure Period”).

If, after such meet and confer process and City’s Cure Period, the Superintendent reasonably determines that such failure has not been sufficiently corrected and that the City’s failure to perform such obligation continues to materially deprive the District and the community of the benefits anticipated under this Agreement, the Superintendent shall have the right to send written notice to the City specifying the nature of such failure and the steps necessary to cure and advising that this Agreement may be terminated unless such failure is cured within six (6) months from the date of such notice. If the failure is not corrected within six (6) months from the date of such notice, the District’s Board of Education may, after conducting a public hearing on the issue of termination, terminate this Agreement.

7. DISTRICT UNIFICATION

District agrees that in the event of the unification of the District, wherein the District is reorganized or divided into two or more unified school districts, the legal entity with jurisdiction over District Facilities shall be the sole successor in interest to the rights and obligations of the District under this Agreement.

8. NOTICES

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the fifth business day after deposit in the United States mail, postage prepaid, registered or certified, addressed as follows:

All notices, demands, requests or approvals from District to City shall be addressed to the City at:

Department of Community and Cultural Services
City of Santa Monica
1685 Main Street
Santa Monica, California 90401

Attn: Director

All notices, demand, requests or approvals from City to District shall be addressed to District at:

Santa Monica-Malibu Unified School District
1651 16th Street
Santa Monica, California 90404
Attn: Assistant Supt. for Business and Fiscal Services

With copies to:

Santa Monica-Malibu Unified School District
1651 16th Street
Santa Monica, California 90404
Attn: Superintendent

Santa Monica-Malibu Unified School District
1651 16th Street
Santa Monica, California 90404
Attn: President of the SMMUSD Board of Education

Either Party may, from time to time by notice in writing served upon the other Party, designate a different mailing address or a different person to whom all notices, demands, requests or approvals are thereafter to be addressed.

9. MUTUAL INDEMNIFICATION

9.1 Indemnification by District: District hereby agrees to defend, indemnify and hold harmless the City, including but not limited to members of its City Council, boards and commissions, officers, agents, employees, and volunteers (the "City Parties") from and against all claims, damages, losses, expenses, demands, liability, lawsuits, and judgments including, but not limited to attorney's fees, court costs, expert and witness fees, and other costs and fees of litigation, arising directly or indirectly from, in whole or in part, or in any manner related to District, including but not limited to members of its Board of Education, committees, officers, agents, employees, consultants and volunteers (the "District Parties") possession, occupancy or use of Santa Monica High School or Los Amigos Park pursuant to this Agreement or arising from the District's business, activities,

operations, services or work conducted in, or about Santa Monica High School or Los Amigos Park, except as otherwise expressly stated herein. However, the District shall not be required to indemnify any City Parties where such claim arises from the negligence or wrongful misconduct of any City Parties. The City shall promptly notify the District of any claim or cooperate with the District in connection with the defense of such claim.

9.2 Indemnification by City. City hereby agrees to defend, indemnify and hold harmless the District Parties, from and against all claims, damages, losses, expenses, demands, liability, lawsuits, and judgments including, but not limited to attorney's fees, court costs, expert and witness fees, and other costs and fees of litigation, arising directly or indirectly from or in any manner related to the City Parties' possession, occupancy or use of Santa Monica High School or Los Amigos Park pursuant to this Agreement or arising from or in any manner connected to the City's business, activities, operations, services or work conducted in or about Santa Monica High School or Los Amigos Park, except as otherwise expressly stated herein. However, the City shall not be required to indemnify any District Parties where such claim arises from the negligence or wrongful misconduct of any District Parties. The District shall promptly notify the City of any claim and cooperate with the City in connection with the defense of such claim. The City shall keep Santa Monica High School or Los Amigos Park clear of all liens, encumbrances and/or clouds on the District's title to any portion of these facilities.

9.3 Survival of Section. This "Mutual Indemnification" section shall survive the expiration or earlier termination of this Agreement.

10. STUDENT SAFETY

The City shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements for all employees, staff, and contractors who could have direct contact with minor students, regardless of whether such individuals are paid or unpaid. The City shall instruct its employees and any volunteers in writing that employees and volunteers shall not engage in unnecessary contact with students. At its sole discretion, the District may require the City to

immediately remove any City employee or volunteer from Santa Monica High School or Los Amigos Park if any unnecessary student contact is observed or reported.

11. INSURANCE

Prior to execution of this Agreement, the District and City shall procure and thereafter maintain throughout the term of this Agreement insurance against claims for injuries to persons or damage to property arising from or in connection with use of Santa Monica High School or Los Amigos Park pursuant to this Agreement as specified in Insurance Obligations set forth in Exhibit "C" to this Agreement and incorporated by reference. The acquisition and maintenance of such insurance shall not affect the obligation of indemnity established by Section 9 of this Agreement.

12. COMPLIANCE WITH LAW

All activities undertaken pursuant to this Agreement shall be in accordance with all applicable ordinances, resolutions, statutes, rules and regulations of any federal, state or local governmental agency of competent jurisdiction.

13. NOTICE AND OPPORTUNITY TO CURE PRIOR TO INITIATING LEGAL ACTION

Before taking any legal action to enforce this Agreement, the Party seeking to enforce provisions of the Agreement, or claiming breach of the Agreement shall give the other Party thirty (30) days written notice and the opportunity to cure. Notices shall be directed as set forth in Section 8 of this Agreement.

14. AMENDMENTS TO AGREEMENT

This Agreement may be amended or modified at any time by mutual agreement of the Parties. Any amendment or modification to this Agreement shall be in writing and shall be effective only upon approval of the City Council of the City and the Board of Education of the District.

15. INTERPRETATION OF AGREEMENT

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The section headings are for purposes of convenience only.

16. INTEGRATION OF AGREEMENT

It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and the subject matter thereof and this Agreement supersedes and cancels any and all previous negotiations, arrangements, oral agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement.

17. SEVERABILITY

In the event that part of this Agreement is declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

18. ATTORNEY'S FEES

If a Party to this Agreement is required to initiate or defend, or is made a Party to, any action or proceeding in any way connected with this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees.

19. NON-DISCRIMINATION

No Party shall employ any discriminatory practices in its performance hereunder, including its employment practices, on the basis of sex, race, color, religion, national origin, ancestry, age, sexual orientation, or physical or mental disability.

20. SUCCESSORS AND ASSIGNS

Except as otherwise provided in Section 7, herein, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

21. APPROVAL

The Parties agree that this Agreement shall not be binding on the Parties until the Agreement is approved by the District's Board of Education and the City Council of the City of Santa Monica.

22. FORCE MAJEURE

If either Party is unable, in whole or in part, to perform its obligations under this Agreement, by reason of the occurrence of fire, casualty, unavoidable accident, failure of usual source of supply, strike, labor conditions, lockouts, war, acts of God, the enactment of any Federal, State, or municipal law or ordinance, or the issuance of any executive or judicial order, whether Federal, State, or municipal, or of any other legally constituted authority, or any other cause not within the reasonable control of the Party claiming relief that could not have been reasonably foreseen and provided against, the Party shall give written notice to the other Party as soon as practicable after the occurrence. Upon such written notice, a meet and confer shall be promptly held between the Parties regarding the occurrence. Subject to the outcome of the meeting, the obligations of that Party shall be suspended during the continuance of the cause stated in the notice, which the Party shall remedy or remove expeditiously. In such case, the obligations, terms, and conditions of this Agreement shall be extended for the period necessary to compensate for any suspension of performance. Notwithstanding the foregoing, City and District shall meet and confer and obtain the approvals of each Party's respective legislative bodies after a public hearing, prior to effectuating the suspension of any Party's obligations under this Agreement due to force majeure conditions.

23. APPLICABLE LAW

This Agreement shall be construed and interpreted under and governed and enforced according to the laws of the State of California.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

ATTEST:

CITY OF SANTA MONICA,
a municipal corporation

DENISE ANDERSON- WARREN
City Clerk

By: _____
RICK COLE
City Manager

APPROVED AS TO FORM:

SANTA MONICA-MALIBU UNIFIED
SCHOOL DISTRICT, a unified school district

LANE DILG
City Attorney

By: _____
BEN DRATI
Superintendent

Exhibit "A"

**LOS AMIGOS PARK
SUPPLEMENTAL FACILITIES USE AGREEMENT**

[Behind this page]

Exhibit "B"

**SANTA MONICA HIGH SCHOOL
SUPPLEMENTAL FACILITIES USE AGREEMENT**

[Behind this page]

Exhibit "C"

DISTRICT'S INSURANCE OBLIGATIONS

The District shall secure before execution of this Agreement the following types and amounts of insurance:

Minimum Limits of Insurance.

District shall obtain insurance of the types and in the amounts described below:

(1) Commercial General Liability Insurance:

District shall maintain commercial general liability insurance or self-insurance (CGL) with a limit of not less than Five Million Dollars (\$5,000,000) each occurrence/Five Million Dollars (\$5,000,000) in the annual aggregate.

(2) Business Auto Liability Insurance:

District shall maintain business auto liability insurance or self-insurance with a limit of not less than One Million Dollars (\$1,000,000) each accident.

(3) Workers' Compensation and Employer's Liability:

District shall maintain workers' compensation insurance or self-insurance as required by the State of California and Employer's Liability Insurance in the amount of One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

Minimum Scope of Insurance

(1) CGL insurance shall be written on Insurance Services Office Form GC 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

(2) Business Auto Insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be written on Insurance Services Office Form CA 00 01, CA 00 005, CA 00 12, and CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(1) The City of Santa Monica, members of its City Council, boards and commissions, officers, agents, employees and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the District; and with respect to liability arising out of the District's possession, occupancy, or use of the premises pursuant to this Agreement. Under the CGL policy, using the Insurance Services Office additional insured endorsement form CG 20 10 or a substitute providing equivalent coverage. City and other additional insureds mentioned in this paragraph shall not, by reason of their inclusion as additional insureds, become liable for any payment of premiums to carriers for such coverage.

General Liability, Workers' Compensation and Employer's Liability

The insurer shall agree to waive all rights of subrogation against the City of Santa Monica, members of its City Council, boards and commissions, officers, agents, employees and volunteers for losses arising from activities and operations of the District in the performance of services under this Agreement.

All Coverages.

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City at the following address:

Department of Community and Cultural Services
City of Santa Monica
1685 Main Street
Santa Monica, California 90401
Attn: Director

Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: 6, unless otherwise approved by the City Risk Manager.

Verification of Coverage.

The District shall furnish the City with original certificates of insurance and amendatory endorsements affecting coverage required by this Agreement. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the City or on other than the City of Santa Monica's forms, provided those forms and endorsements conform to the requirements. All certificates and endorsements are to be received and approved by the City before this Agreement commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

CITY'S INSURANCE OBLIGATIONS

The City shall secure before execution of this Agreement the following types and amounts of insurance:

Minimum Limits of Insurance.

City shall obtain insurance of the types and in the amounts described below:

(4) Commercial General Liability Insurance:

City shall maintain commercial general liability insurance or self-insurance (CGL) with a limit of not less than Five Million Dollars (\$5,000,000) each occurrence/Five Million Dollars (\$5,000,000) in the annual aggregate.

(5) Business Auto Liability Insurance:

City shall maintain business auto liability insurance or self-insurance with a limit of not less than One Million Dollars (\$1,000,000) each accident.

(6) Workers' Compensation and Employer's Liability:

City shall maintain workers' compensation insurance or self-insurance as required by the State of California and Employer's Liability Insurance in the amount of One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

Minimum Scope of Insurance

(3) CGL insurance shall be written on Insurance Services Office Form GC 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

(4) Business Auto Insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be written on Insurance Services Office Form CA 00 01, CA 00 005, CA 00 12, and CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

Other Insurance Provisions.

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(1) The Santa Monica Malibu/Malibu Unified School District, members of its Board of Education, advisory committees, officers, agents, employees and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the City; and with respect to liability arising out of the City's possession, occupancy, or use of the premises pursuant to this Agreement. Under the CGL policy, using the Insurance Services Office additional insured endorsement form CG 20 10 or a substitute providing equivalent coverage. District and other additional insureds mentioned in this paragraph shall not, by reason of their inclusion as additional insureds, become liable for any payment of premiums to carriers for such coverage.

General Liability, Workers' Compensation and Employer's Liability

The insurer shall agree to waive all rights of subrogation against the District, members of its Board of Education, advisory committees, officers, agents, employees and volunteers for losses arising from activities and operations of the City in the performance of services under this Agreement.

All Coverages.

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District at the following address:

Santa Monica-Malibu Unified School District
1651 16th Street
Santa Monica, California 90404
Attn: Assistant Supt. for Business and
Financial Services

With copies to:

Santa Monica-Malibu Unified School District
1651 16th Street
Santa Monica, California 90404
Attn: Superintendent

Santa Monica-Malibu Unified School District
1651 16th Street
Santa Monica, California 90404
Attn: President of the SMMUSD Board of
Education

Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: 6, unless otherwise approved by the City Risk Manager.

Verification of Coverage.

The District shall furnish the City with original certificates of insurance and amendatory endorsements affecting coverage required by this Agreement. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the City or on other than the City of Santa Monica's forms, provided those forms and endorsements conform to the requirements. All certificates and endorsements are to be received and approved by the City before this Agreement

commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.