

SPONSOR AGREEMENT

THIS AGREEMENT is entered into on this day of by and between the East Bay Regional Park District ("Park District") and Mt. Diablo Unified School District ("Organization").

RECITALS

WHEREAS, the Park District maintains various parks, trails, open space, and facilities in Alameda County and Contra Costa County.

WHEREAS, Organization desires to provide opportunities for individuals who are interested in the Park District to work on special projects at various Regional Parks in order to gain knowledge, skills, and experience.

WHEREAS, from time-to-time, the Park District has a need for individuals to work on special projects at certain park locations.

NOW THEREFORE, the parties agree as follows:

AGREEMENT

1. TERM.

The term of this agreement shall commence on June 1, 2019 and end on June 1, 2022

2. PARK/WORKSITE LOCATIONS.

The Park District will determine the park/worksite locations where Participants will undertake assignments.

3. RESPONSIBILITY OF ORGANIZATION.

Organization shall be responsible for:

- a. Providing a list of Participants to Park District.
- b. Providing guidance to Participants throughout the terms of this Agreement.
- c. Providing Participants with orientation to the program, including goals and objectives, appropriate worksite behavior, program rules and regulations, and payroll procedures and policies.
- d. Ensuring that all Participants under the age of 18 have valid work permits. Copies of work permits shall be provided to Sponsor, along with completed information form for each Participant.
- e. Monitoring work hours of each Participant, and notifying the Sponsor and Participant in a timely fashion of the date upon which the number of hours may be expected to be completed.

- a. f. Paying each Participant $\{13.80\}$ per hour during the length of subsidized employment period. Organization shall invoice Park District as follows for each Participant placed with Park District: (1) for the length of subsidized employment period, Organization will invoice Park District for the hourly rate equal to the difference between the Park District Standard Hourly Rate (SHR) less $\{11.00\}$ and (2) for each hour beyond subsidized employment period, Organization will invoice Park District at the SHR set forth in the table below.

Crew Member	SHR	SHR less $\{11.00\}$ /hr for subsidized employment period	SHR for hours after subsidized employment period
0 – 3 months	$\{13.80\}$	$\{2.80\}$	$\{13.80\}$
3 months and an evaluation with 70% of “at entry level” or above Work Ready Skills and average attendance of 90% or better	$\{13.80\}$ - $\{15.00\}$	$\{2.80\}$ - $\{4.00\}$	$\{13.80\}$ - $\{15.00\}$

- g. Carrying Worker’s Compensation insurance coverage for each Participant throughout the duration of the respective participant’s training period, and shall execute an agreement to that effect (attached as Exhibit A).
- h. Organization certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code. Contractor shall comply with the provisions of Section 3700 of the Labor Code before commencing the performance of the work under this Agreement.
- i. Implementing a worksite monitoring plan. The Park District shall be informed and advised of the monitoring plan prior to the implementation.

4. RESPONSIBILITY OF PROGRAM PARTICIPANT.

Participants will undertake duties and assignments as described in Exhibit B.

5. OBLIGATIONS OF PARK DISTRICT.

- a. Park District will provide Organization with a list of eligible parks/worksites locations where Participants will undertake assignments.
- b. Park District will provide a copy of this Agreement to all individuals who are directly responsible for supervision of Participants, and will provide the Organization with the contact information of supervisor.
- c. Park District will provide supplemental training and assistance required to insure that participants acquire the skills, knowledge, and ability to function satisfactorily as an

- employee in the worksite's operation.
- d. Park District shall document Participants attendance, will evaluate Participants progress in accordance with procedures prescribed by Organization, and will maintain verification of time worked.
 - e. Park District assures that it will make available sufficient equipment and/or materials to carry out the work assignments.
 - f. Park District assures that it will provide all participants with orientation to all applicable policies regarding safety, rules of conduct and procedures expected of all employees; and that no differentiation in the application of policies based upon age, sex, or race shall be instituted unless dictated by law, i.e., Fair Labor Standards Act, Child Labor Provisions, Workforce Innovations and Opportunity Act, and/or California Education Codes governing work experience.
 - g. Park District will report participant injuries to the Organization (even first-aid type injuries) within twenty-four (24) hours.
 - h. Park District assures that:
 - No Participants will replace or partially displace any current regular employee.
 - All Participants who will be working with minors will be fingerprinted, and will be provided with a copy of HR Policy and Procedures #16 – Mandated Reporter.
 - Worksite's provision of training for Participants will not impair any existing contract for services or collective bargaining agreement.
 - If its provision of training for Participants would be inconsistent with a collective bargaining agreement, prior to commencing training, it will provide Organization with a copy of the involved labor organization's written concurrence that Work Site may provide such training.
 - i. No Participants will be employed in a job if:
 - A regular employee is on layoff from the same or substantially equivalent job.
 - Such employment would infringe on promotional opportunities for current regular employees.

6. WAIVER/RELEASE.

All Participants shall execute a Park District Waiver, Release and Assumption of Risk Agreement, attached as Exhibit C.

7. INDEMNIFICATION.

Organization agrees to indemnify and hold harmless Park District, its officers, agents and employees from every liability, loss, damage, or expense which may be incurred by reason of: Liability for damages for (1) death or bodily injury to persons, (2) injury to, loss or theft of property, or (3) any other loss, damage or expense arising under (1) or (2) above, sustained by participant in the program covered by this Agreement, or by persons employed by Park District in connection with training to be provided under this Agreement, except for liability resulting solely from gross negligence or willful misconduct of Park District, its officers, employees, agents or independent contractors who are directly employed by Park District.

8. RESTRICTIONS.

The following restrictions shall be placed on Participants:

- a. Participants will not drive any Park District vehicle, utility cart, etc., on or off Park District property, nor will they drive any personal vehicle in the scope or course of the program.
- b. Participants will not wear a Park District uniform.
- c. Participants will not have copies of Park District keys.

9. TERMINATION.

Either party may terminate this Agreement at any time by providing thirty (30) days prior written notice to the other party.

At the Park District's discretion, if a Participant fails to satisfactorily undertake the assignments as set forth in Exhibit B after warning and consultation with the Organization, Park District may terminate Participant from program.

10. NOTICES.

Any notices required under this Agreement shall be sent First Class Mail addressed as follows:

To: East Bay Regional Park District
Community Outreach Coordinator
2950 Peralta Oaks Court
Oakland, CA 94605

To: Organization
Mt. Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94520

11. AUTHORIZATION.

The parties signing this Agreement represents that they are duly authorized to enter into this Agreement and to bind the parties to all of its terms and conditions.

12. ASSIGNMENT.

Organization shall not assign or otherwise transfer any rights, duties, obligations, or interest in this Agreement or arising hereunder to any persons or entities whatsoever without the prior written consent of Park District and any attempt to assign or transfer without such prior written

consent shall be void. Consent to any single assignment or transfer shall not constitute consent to any further assignment or transfer.

13. COUNTERPARTS.

The Agreement may be executed in counterparts and/or by fax, and/or by scan and email, and all so executed shall constitute one agreement which shall be binding upon all parties. A facsimile signature and/or scanned and emailed signature shall be binding upon any party as though it were an original.

14. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties relating to the rights granted herein and obligations assumed herein and supersedes all prior written and oral discussions.

IN WITNESS WHEREOF, the parties hereto have signed their names and executed this Agreement.

EAST BAY REGIONAL PARK DISTRICT

By:

Date:

ORGANIZATION

By:

Date:

EXHIBIT A

Workers' Compensation Coverage Agreement

It is understood that ("Organization") will provide worker's compensation benefits to Participant if a work injury is reported as a result of work performed by the Participant throughout the term of the agreement. Organization will have worker's compensation coverage as required by law with limits of \$500,000 per occurrence as it related to the Organization's participant. The policy shall contain a waiver of subrogation in favor the East Bay Regional Park District.

Organization shall provide Park District a copy of certificate of worker's compensation insurance.

By:

Title:

Date:

EXHIBIT B

INFORMATIONAL FORM AND WORK ASSIGNMENT

ORGANIZATION INFORMATION

Name of Organization Mt. Diablo Unified School District

Staff Contact: Maryam Adalat

Address: 1936 Carlotta Drive. Concord, CA 94520

Phone: 925-682-8000 *3054

Email: adaladm@mdusd.org

PARTICIPANT INFORMATION

(Attach additional pages as needed)

Name:

Address:

Phone:

Email:

WORK SCHEDULE

Start Date:

End Date:

Proposed Work Schedule:

Total Hours per Week:

Park/Work Site:

Park Supervisor:

Phone:

Email: **EXHIBIT C**

Waiver, Release and Assumption of Risk Agreement
and
Authorization for Emergency Treatment or Transportation

I, the undersigned, as participant, or as parent or legal guardian of the child listed on this form, hereby assume full responsibility for all risk of injury or loss which may result from my or my child's participation in the program listed below, and hereby agree to hold harmless, release and forever discharge The East Bay Regional Park District, its officers, directors, agents and employees (collectively "District"), from any and all claims and demands whatsoever which the undersigned, and any of them or any third party and their representatives or any person acting under their behalf have, or may have, against the District by reason of any accident, illness, injury, or death to any person or persons, or damage to, loss of or destruction of property arising or resulting directly or indirectly from my or my child's participation in the aforementioned activity, and occurring during said participation, or anytime subsequent thereto regardless of whether said claims or demands arise out of negligence on the part of the District. The terms of this release shall serve as a release and assumption of risk for myself, my child, heirs, executives, administrators, and for all of my family members.

I understand, agree, and acknowledge that some activities in this program may be of a hazardous nature and/or include physical and/or strenuous activity. I hereby assume all risk of such activities. Understanding this, I state to the best of my knowledge that I or my child listed on this form have no medical, physical, mental, or emotional health conditions which would hinder my or my child's active participation in the program listed on this form.

In the case of an emergency in which I am not able to give permission for medical treatment and my designated emergency contact cannot be reached, I authorize the staff or agents of the District to

obtain whatever medical treatment is deemed necessary for my or my child's welfare. In the case of my child, this authorization is given pursuant to the provisions of Section 25.8 of the Civil Code of California. I further understand and agree that I will be financially responsible for all charges and fees incurred in the rendering of said emergency treatment, regardless of whether my medical insurance would cover such charges and fees.

I give my full permission to East Bay Regional Park District and any other media sources to use my or my child's name and any photographs, videographs, motion pictures or recordings for any publicity and promotional purposes without obligation or liability to me.

Name of Program: Youth Employment Program

Participant's Name: _____

(Print)

Signature: _____ Date: _____
(Parent or Guardian if under 18)

GL1-2360	CO	CERTIFICATE OF COVERAGE	06/27/2018
----------	----	--------------------------------	------------

CSAC Excess Insurance Authority

C/O ALLIANT INSURANCE SERVICES, INC.
 PO BOX 6450
 NEWPORT BEACH, CA 92658-6450
 PHONE (949) 756-0271 / FAX (619) 699-0901
 LICENSE #0C36861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED **A - CSAC Excess Insurance Authority**

Member:
 EAST BAY REGIONAL PARK DISTRICT
 ATTN: RISK MANAGEMENT
 2950 PERALTA OAKS COURT
 OAKLAND, CA 94605-0381

COVERAGE AFFORDED **B**

COVERAGE AFFORDED **C**

COVERAGE AFFORDED **D**

Coverages

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YYYY)	COVERAGE EXPIRATION DATE (MM/DD/YYYY)	LIABILITY LIMITS
A	<input checked="" type="checkbox"/> Excess General Liability	EIA-PE 18 EL-01	07/01/2018	07/01/2019	\$1,000,000
	<input checked="" type="checkbox"/> Auto Liability				\$1,000,000
					Limits inclusive of the Member's Self-Insured Retention of \$500,000

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS EVIDENCE OF COVERAGE ONLY.

Certificate Holder

FOR THE PURPOSE OF EVIDENCE ONLY
 C/O EAST BAY REGIONAL PARK DISTRICT
 2950 PERALTA OAKS COURT
 OAKLAND, CA 94605-0381

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

