

## **COMMUNITY EVENT FUNDING AGREEMENT**

This Community Event Funding Agreement ("Agreement") is between the City of Camarillo ("City") and Pleasant Valley Recreation & Park District ("District"). The City and District shall be referred to herein collectively as "Parties". The Parties agree as follows:

### **BACKGROUND**

- A. On June 28, 2023, the Camarillo City Council adopted its Fiscal Year 2023/24 Budget which includes an allocation for Cultural Arts Services, including the 2023 Camarillo Christmas Parade.
- B. The Parties wish to enter into a multi-year Agreement for a period of three (3) years, with the option to extend the agreement for two (2) additional one-year terms, for the coordination and management of the Camarillo Christmas Parade.

### **TERMS**

The Parties wish to enter into this Agreement according to the terms and conditions specified in this Agreement including those set forth on Exhibit B, attached hereto and incorporated herein.

#### **A. EVENT DETAILS.**

- 1. The Parties agree that the Camarillo Christmas Parade and Santa's Village shall be held in Camarillo, CA in 2023, 2024, and 2025, subject to the Traffic Control Plan and Parade Route, and within the property shown in the Site Plan (Exhibit A).
- 2. The event will be held on the second Saturday of December, unless another date is coordinated and agreed to between the Parties each year.
- 3. The Parties agree that the name of the event shall be "Camarillo Christmas Parade & Santa's Village" presented by the Pleasant Valley Recreation and Park District sponsored by the City of Camarillo.
- 4. The Parties agree that the District will be solely responsible for the planning, coordination, and administration of the "Santa's Village" component of the event to be held at the Camarillo Community Center.

#### **B. RESPONSIBILITIES OF THE DISTRICT.**

- 1. Event Management. District agrees to provide staffing and oversight for the following items:
  - a) Book and manage all parade entries including performers/bands, to include contract negotiations, site tours and logistics, technical items, performance riders, local and regional permits, and settlement.
  - b) Book and manage all vendors for the parade and Santa's Village, to include local and regional permits, site logistics, and settlement.
  - c) Manage all event staffing, to include District staff, volunteers, vendors, contractors, and coordinate with City staff and Sheriff's Department.

2. Operations. District agrees to provide staffing and oversight for the following items:
  - a) Event setup and breakdown, to include but not limited to, signage, cones, chalking of grounds, power requirements, and rentals.
  - b) Post-event cleaning of the parade route and City Hall parking lot.
  - c) Provide and manage porta-potties for guest use along parade route.
  - d) Coordinate and provide solid waste and recycling services along parade route.
  - e) All event signage shall be removed at the conclusion of the event.
3. Marketing and Advertising. District agrees to provide marketing materials to the City for promotion of the event and dissemination.
4. Budget Tracking and Reporting. District agrees to track all expenses and provide a detailed report on all expenditures in accordance with Section D of this Agreement.

#### C. RESPONSIBILITIES OF THE CITY.

1. Operations. City agrees to provide staffing and operational support for the following items:
  - a) City personnel and Sheriff's Department special event overtime.
  - b) Staff support for street closures. Barricade/traffic cone rental 48 hours prior to event, City staff will post "no parking" signs according to the approved traffic control plan (prepared by the District, Camarillo Police Department, and the City) and will place and after the event remove all barricades and cones in all applicable areas.
  - c) Street sweeping.
  - d) All operational items shall be coordinated by the City's project manager in conjunction with the District's Event Manager.
  - e) Use of the City Hall parking lot located at 601 Carmen Drive, Camarillo, to park and load horse trailers for the duration of the event.

#### D. FUNDING

1. Amount of funding. For Fiscal Years 2023/24, 2024/25, and 2025/26, the City will provide annual funding to the District up to, but not to exceed, the following amounts for the Camarillo Christmas Parade, in accordance with subsection 2 below, no earlier than 120 days prior to the event. District agrees to provide City with at least two weeks' notice for processing of the funding distribution.
  - a) \$32,595 including a 10% contingency for unforeseen expenditures for a total amount of \$35,854.50, and approximately \$15,000 in direct services staff support, as needed, for a total funding amount not-to-exceed \$50,854.50 for the 2023 Camarillo Christmas Parade.

- b) \$29,874 including a 10% contingency for unforeseen expenditures for a total amount of \$32,861.40, and approximately \$15,000 in direct services and staff support, as needed, for a total funding amount not-to-exceed \$47,861.40 for the 2024 Camarillo Christmas Parade.
  - c) \$31,036.51 including a 10% contingency for unforeseen expenditures for a total amount of \$34,140.16, and approximately \$15,000 in direct services and staff support, as needed, for a total funding amount not-to-exceed \$49,140.16 for the 2025 Camarillo Christmas Parade.
2. Use of funding. District warrants that the annual funding granted by and received through this Agreement will only be used for producing the Camarillo Christmas Parade and Santa's Village in accordance with the Program Budget (Exhibit D). Annually, within 90 days following the Camarillo Christmas Parade and Santa's Village event, District will provide City an expense report with copies of receipts or cancelled checks attached and remittance of unused funds. The approximate annual \$15,000 (fifteen thousand dollars) in direct services and event staff support provided by City is an estimate of costs based on prior events actual expenses and anticipated costs (Exhibit C). The City will reimburse the District for any expenses incurred by the District in preparation for the Camarillo Christmas Parade & Santa's village in any year that the event is canceled due to force majeure circumstances.
- E. INDEMNIFICATION. City shall indemnify, defend and hold harmless District and its directors, officers, employees and agents from and against any and all liability, loss, damage, claims, demands, expenses, costs (including without limitation reasonable attorney's and expert's fees and costs in connection with litigation) of any kind or nature (including without limitation personal injury, death, or property damage), arising out of (i) a dangerous condition of the City facilities to be used for the Camarillo Christmas Parade & Santa's Village event, (ii) the negligence or willful misconduct of the City, its officers, employees or agents, or the (iii) failure of City, its officers, employees, or agents, to comply with any of its obligations under this Agreement, , except where caused by the sole or active gross negligence or willful misconduct of District.
- District shall indemnify, defend and hold harmless City and its directors, officers, employees and agents from and against any and all liability, loss, damage, claims, demands, expenses, costs (including without limitation reasonable attorney's and expert's fees and costs in connection with litigation) of any kind or nature (including without limitation personal injury, death, or property damage), arising out of the failure of District, its officers, employees, or agents to comply with any of its obligations of this Agreement, except where caused by the sole or active gross negligence or willful misconduct of City.
- F. INSURANCE. District agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance coverages listed in Exhibit E (Insurance), which is made a part of this Agreement. All insurance policies are subject to approval by City as to form and content. These requirements are subject to amendment or waiver as approved in writing by the City Manager or City Attorney.
- G. EFFECTIVE DATE. This Agreement is effective as of the date that it is fully executed by all parties after approval by the Camarillo City Council and the District's Governing Board ("Effective Date").
- H. TERMINATION. The City may terminate this Agreement, with or without cause, at least 90 days before event date by giving written notice of termination to the District. In the event such notice

is given, the District will be responsible for all fees associated with the event. The District may terminate this Agreement at any time upon 90 days prior written notice of termination to the City. Should the District terminate this Agreement early, the District will be responsible for all fees associated with the event for the upcoming season.

- I. NOTICES. All notices shall be mailed by U.S. Mail and by email to the below listed addresses, or to such other addresses as may be designated by written notice. These addresses may be used for delivery of service of process.

CITY: City of Camarillo  
Attn: Greg Ramirez, City Manager  
601 Carmen Drive, Camarillo, CA 93010  
[gramirez@cityofcamarillo.org](mailto:gramirez@cityofcamarillo.org)

ORGANIZATION: Pleasant Valley Recreation & Park District  
Attn: Mary Otten, General Manager 1605  
E. Burnley Street  
Camarillo, CA 93011 [motten@pvrpd.org](mailto:motten@pvrpd.org)

- J. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of each party warrants and represents that the person or persons have the authority to execute this Agreement on behalf of their party (whether the party is a corporation, partnership, or business entity) and warrants and represents that they have the authority to bind all parties to the performance of its obligations hereunder.
- K. NO PARTNERSHIP OR JOINT VENTURE. This Agreement does not constitute and will not be construed as constituting a partnership or joint venture between the Parties.
- L. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- M. SEVERABILITY. In case any part, term, portion or provision of this Agreement is determined to be illegal, invalid or unenforceable, the remaining parts, terms, portions and provisions shall remain valid, enforceable, and in full force and effect.
- N. AMENDMENT. This Agreement may only be amended by written instrument, executed by all parties.
- O. CALIFORNIA LAW. This Agreement will be construed and interpreted pursuant to the laws of the State of California. Venue for any litigation concerning this Agreement shall be in the Superior Court for the County of Ventura, California.
- P. RECITALS AND EXHIBITS. The foregoing recitals and exhibits are incorporated herein by reference into this Agreement.
- Q. COMPLIANCE WITH ALL LAWS. Each Party warrants that it will comply with all federal, state, and local laws in the performance of this Agreement.
- R. INTEGRATION. This Agreement reflects the entirety of the terms and understandings between



the parties and shall supersede all prior or contemporaneous oral or written understandings, statements, representations or promises between the parties concerning the matters contained herein. This Agreement has been negotiated in good faith and each party warrants and represents that in executing this Agreement, they are not relying upon any representation, promise, inducement or statement made in negotiation that has not been included in the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as set forth below.

“District”: Pleasant Valley Recreation and Park District

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Mary Otten  
General Manager

“City”: City of Camarillo

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Greg Ramirez  
City Manager

ATTEST:

\_\_\_\_\_  
Kristy Buxkemper  
City Clerk

Approved as to form.





\_\_\_\_\_  
Rachel Richman  
City Attorney

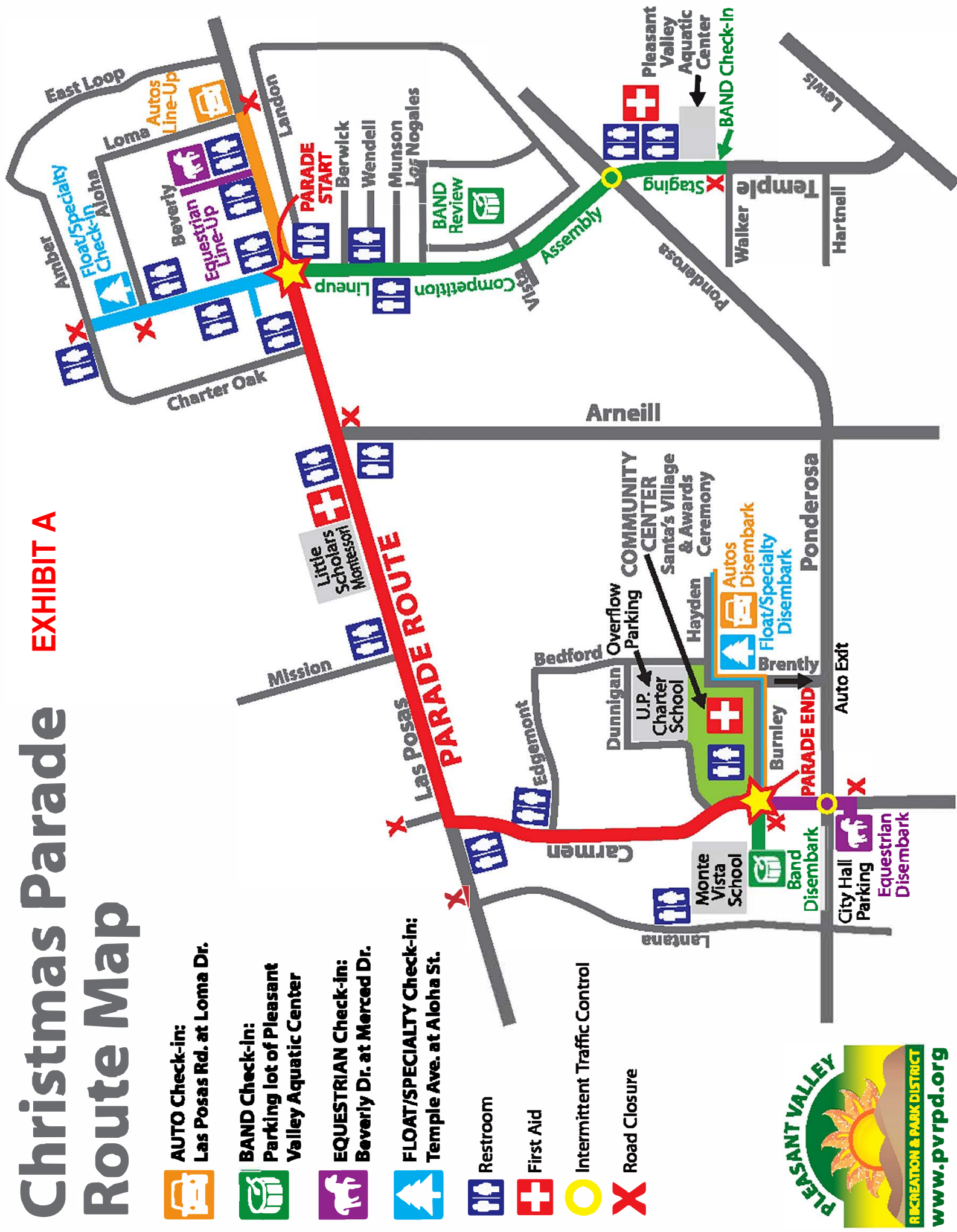
# Christmas Parade

## Route Map

### EXHIBIT A

-  **AUTO Check-in:**  
Las Posas Rd. at Loma Dr.
-  **BAND Check-in:**  
Parking lot of Pleasant Valley Aquatic Center
-  **EQUESTRIAN Check-in:**  
Beverly Dr. at Merced Dr.
-  **FLOAT/SPECIALTY Check-in:**  
Temple Ave. at Aloha St.

-  Restroom
-  First Aid
-  Intermittent Traffic Control
-  Road Closure







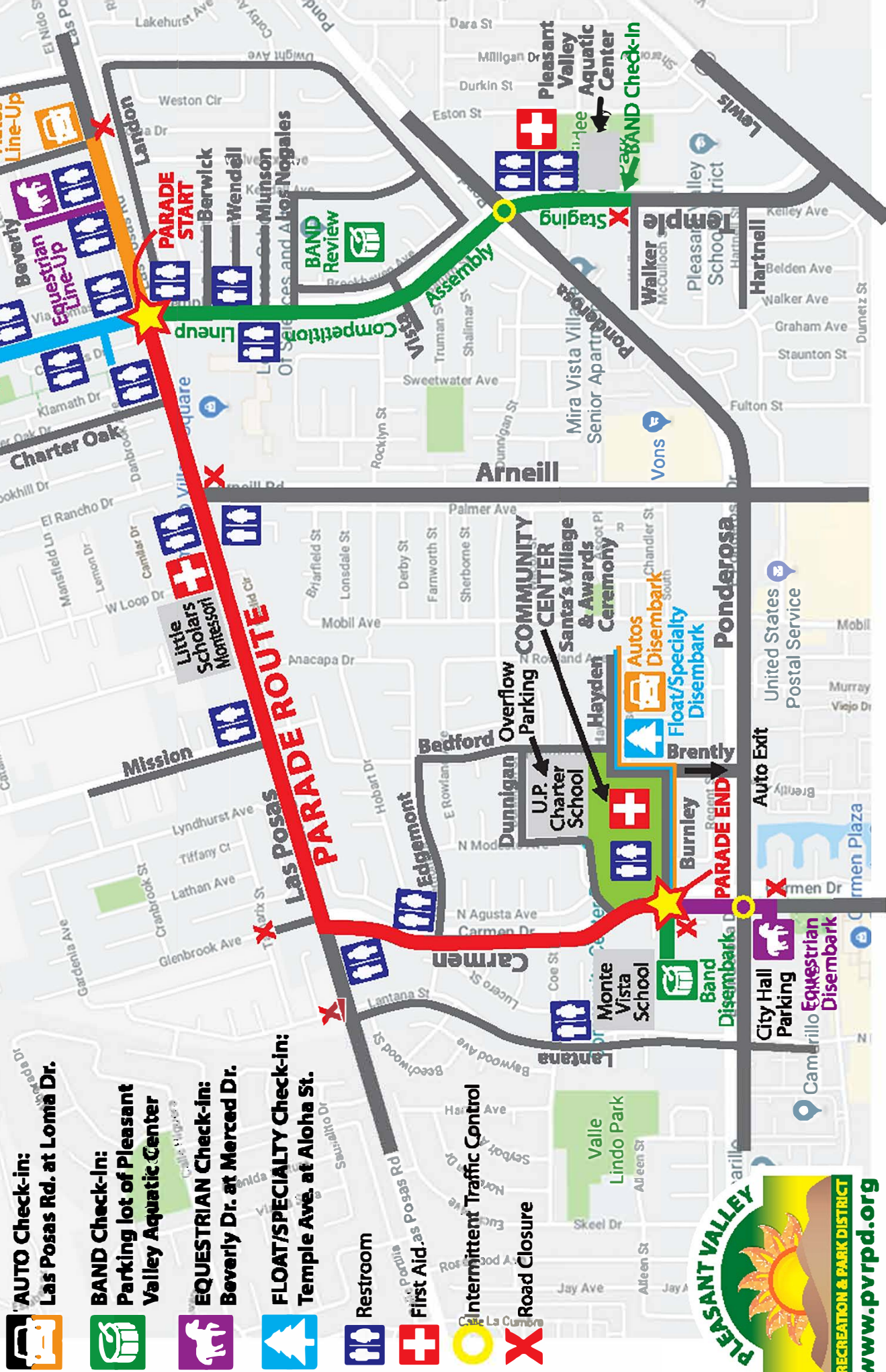


# Christmas Parade Route Map

EXHIBIT A

-  **AUTO Check-in:**  
Las Posas Rd. at Loma Dr.
-  **BAND Check-In:**  
Parking lot of Pleasant Valley Aquatic Center
-  **EQUESTRIAN Check-In:**  
Beverly Dr. at Merced Dr.
-  **FLOAT/SPECIALTY Check-in:**  
Temple Ave. at Aloha St.

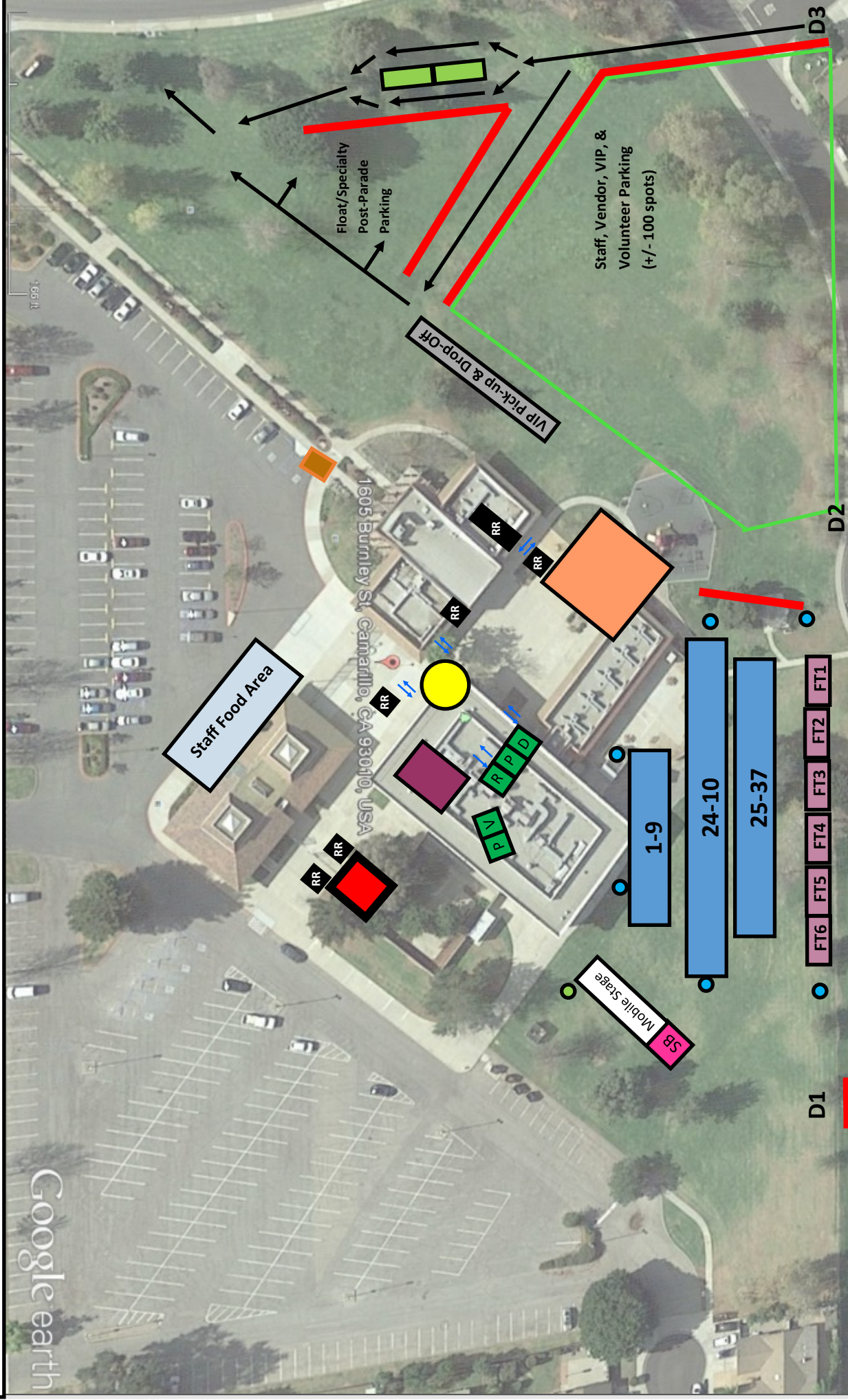
-  Restroom
-  First Aid
-  Intermittent Traffic Control
-  Road Closure





# 2023 Santa's Village Layout

## EXHIBIT A



<div></div> = Craft/Info Booth	<div></div> = Inflatable	<div></div> = Restrooms	<div></div> = Trash Cans	<div></div> = Pedestrian entry	<div></div> = Santa Meet & Greet
<div></div> = Food Trucks	<div></div> = VIP Room	<div></div> = Dumpsters	<div></div> = Power Source	<div></div> = Car/Driver Flow	<div></div> = Food waste dumpster
<div></div> = PVRPD Booth	<div></div> = VIP PU/DO	<div></div> = Staff Food Area	<div></div> = Barricade	<div></div> = Balloon	
		<div></div> = Volunteer Food	<div></div> = Sound Booth	<div></div> = Staff/Vendor Parking	

# EXHIBIT A



## Pleasant Valley Recreation & Park District

1605 E. Burnley Street, Camarillo, CA 93010  
Phone: (805) 482-1996 Fax: (805) 482-3468 [www.pvrpd.org](http://www.pvrpd.org)

### BOARD OF DIRECTORS

ELAINE MAGNER  
MARK MALLOY  
BEV DRANSFELDT  
JORDAN ROBERTS  
ROBERT KELLEY

### GENERAL MANAGER

MARY OTTEN

### Inclement Weather Plan

Entry Type	At Staging Area	If on Parade Route
Bands	Buses drop off participants. Buses will be directed to Monte Vista Middle School after their band has stepped off. If rain begins prior to a bands step off, participants return to Aquatic Center or Boys/Girls Club.	Buses directed to Monte Vista Middle School for pick-up. Participants continue to Monte Vista Middle School to meet buses.
Autos	Exit staging east on Las Posas to Ponderosa or Lewis Road	Exit at Las Posas to Carmen proceed west
Equestrian	Truck and horse trailers will park on Beverly.	Complete route to disembark area with police escort as available.
Floats	Park on Temple in staging area temporarily until notified by parade officials to proceed along parade route to Community Center.	Exit at Carmen and Las Posas or continue to disembarking area.
Specialty & Balloons	Stay in staging area until picked up by responsible party, then follow procedures outlined for floats above.	Vehicle exit at Las Posas and Carmen and proceed west.

**SPECIAL NOTE:** Anyone wishing to deviate from this plan **MUST** clear his or her alternative plan with a parade Unit Director (i.e. Bands, Floats, Vehicles, Equestrian and Specialty)

<b>EXHIBIT A     2023 Christmas Parade Complete Schedule - Updated 08/22/23</b>			
Time	Task	Location	Personnel
5:00 AM	Barricades Dropped off	Zone 1 & Zone 2	Miguel Heredia
	Event Manager arrives at Community Center	Community Center	Briana Ramos
5:30 AM	Sheriff Briefing-Zone 1	Camarillo PD Community Room	Sgt. Daniel Gonzales
6:00 AM	Santa's Village vendors begin to arrive	Community Center	Katlyn Simber-Clickener
	ITC-Burnley Staff put barricade across Regent	Community Center	Mary Otten
6:30 AM	Filming Crew arrives at Las Posas and Arneill	Las Posas and Arneill	John Fletcher
7:00 AM	Roads Closed	Zone 1-Parade Prep Area	Sheriff's Personnel
7:30 AM	Sheriff Briefing-Zone 2	Camarillo PD Community Room	Sgt. Daniel Gonzales
	Band Competition set up begins	Temple Avenue Baptist Church	Nic Castro
	Float & Specialty Report Times Begins	Temple and Aloha	Macy Trueblood
8:00 AM	End of Santa's Village vendor check-in	Community Center	Katlyn Simber-Clickener
	VIP Room Opens	Community Center- Senior Center	Justin Kiraly
	Equestrian Check-In opens	Beverly and Merced	Lanny Binney
	Roads Closed	Zone 2- Parade Route	Sheriff's Personnel
	Band Check-In Begins	Temple Avenue Baptist Church	Nic Castro
8:30 AM	Auto Check-In begins	Temple and Loma	Lanny Binney
	Float & Specialty Judging begins	Temple and Aloha	Macy Trueblood
	VIP Drivers pick up cars	Enterprise Rent-A-Car	VIP Drivers
	Float & Specialty Check-In ends	Temple and Aloha	Macy Trueblood
8:45 AM	Driveway 3 closes until 1:00 PM	Community Center	Katlyn Simber-Clickener
9:00 AM	Band Check-in Ends	Temple Avenue Baptist Church	Nic Castro
	VIP shuttling to Auto Check-In	Community Center	VIP Drivers
	Equestrian Check-In ends	Beverly and Merced	Lanny Binney
	Auto Check-In ends	Temple and Loma	Lanny Binney
	Band Check-in Ends	Temple Avenue Baptist Church	Nic Castro
	Santa's Village begins	Burnley and Brently	Katlyn Simber-Clickener
	Parade Announcers arrive at Filming	Las Posas and Arneill	John Fletcher
9:05 AM	Band Review Begins	Temple Avenue Baptist Church	Nic Castro
9:50 AM	Band Review Times end	Temple Avenue Baptist Church	Nic Castro
10:00 AM	Christmas Parade start	Temple and Las Posas	Matt Parker
	Filming begins	Las Posas and Arneill	John Fletcher
11:30-12:00 PM	Roads Open	Zone 1-Parade Prep Area	Sheriff's Personnel
12:00 PM	Barricades picked up	Zone 1-Parade Prep Area	Miguel Heredia
1:00 PM	Driveway 3 opens for exit onto Brently	Burnley and Brently	Katlyn Simber-Clickener
1:00-1:30 PM	Roads Open	Zone 2- Parade Route	Sheriff's Personnel
1:30 PM	Barricades picked up	Zone 2- Parade Route	Miguel Heredia
2:00 PM	Santa's Village ends	Community Center	Katlyn Simber-Clickener



# EXHIBIT A

December 9, 2023

## 2023 Camarillo Christmas Parade Street Closing Schedule

Closure Starts      Closure Ends

7:00 a.m. to 1:00 p.m.

### **Band Review & Staging Area**

Temple Ave./Ponderosa Rd. to Las Posas Rd.

Only band buses allowed through at Temple & Ponderosa

7:00 a.m. to 1:00 p.m.

### **Parade Staging/Start Area**

Las Posas Rd./Arneill Rd. to Loma Dr.

7:00 a.m. to 12:30 p.m.

### **Float & Specialty Staging Area**

Temple Ave. from Las Posas Rd. through the end of Amber Dr. into the  
Cul de Sac

Temple Ave. and Aloha St. past Corte Caballos

Corte Olmo, Corte Tela, Paseo Yolo, Calaveras Dr., & W. Via Corza

### **Equestrian Staging Area**

Beverly Dr. from Las Posas Rd. to Merced Dr.

7:00 a.m. to 2:00 p.m.

Las Posas Rd.: Arneill Rd. to Lantana St.

7:00 a.m. to 1:00 p.m.

Carmen Dr.: Tamarix St. to City Hall Parking Lot

Ponderosa Rd. at Carmen Drive Intermittent Traffic Control (ITC)

7:00 a.m. to 2:00 p.m.

Burnley St.: Carmen Dr. to Brently St.

8:00 a.m. to 3:00 p.m.

Community Center: Parking Lot (**Vendor and Staff parking Only**)

7:00 a.m. to 1:30p.m.

Ponderosa Rd. at Temple Ave. ITC for band vehicles only

- Please read the above schedule, review the enclosed map and make the appropriate parking arrangements.
- Streets may open up earlier than posted as parade passes.
- Parking is not allowed on: Temple Avenue from Las Posas Rd. to above Amber Drive; Burnley St. – Carmen to Brently St. and all other streets listed above.
- Do NOT attempt to drive your vehicle on Temple Ave. if your vehicle is not part of a parade entry

# EXHIBIT A



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### GENERAL MANAGER

MARY OTTEN

### 2023 Camarillo Christmas Parade Back Route Staging Directions

The following are directions to the parade staging areas. These directions may be used to navigate emergency vehicles for non-parade emergencies between the hours of 6:00 am – 2:00 pm, on December 10.

In the event of an emergency on the parade route during the parade, **EMERGENCY VEHICLES ONLY** may utilize the emergency lanes: SB lanes on Temple Ave. between Ponderosa Dr. and Las Posas Rd., NB lane on Temple Ave. between Las Posas Rd. and Amber Dr., EB lanes on Las Posas Rd. between Loma Dr. and Lantana St., NB lanes on Carmen Dr. between Ponderosa Dr. and Tamarix St.

#### **Directions to Staging Area for Float/Specialty from Temple Ave./Ponderosa Dr. (Non-Semi Trucks):**

- Take Ponderosa Dr. east and turn left on Las Posas Rd. Make a right on Loma Dr. Make a left on Aloha St. Check-in is at the corner of Temple Ave. & Aloha.
- Only the parade vehicle is allowed to drive on Temple Ave.

#### **Directions to Staging Area for Float/Specialty from Temple Ave./Ponderosa Dr. (Semi-Trucks and Over-Sized Vehicles from Temple Ave. at Lewis Rd.):**

- Take Lewis Road north east to Durkin St. Turn left on Durkin St and follow north. Turn left on Stiles Ave. Turn right on Eston St. Turn right on Ponderosa Dr. Turn left on Shepherd Dr. Turn left on Dwight Ave. Turn right on Loma Dr. Turn right on Las Posas Rd. Turn Left on E. Loop. Follow E. Loop and turn left at Amber Dr.
- Stop at the corner of Amber Dr. and Temple Ave. Send one person to check-in at the corner of Temple Ave. and Aloha St. After check-in, a representative will walk you to your vehicle staging location.

#### **Directions to Staging Area for Auto and Equestrian Units from Temple Ave./Ponderosa Rd.**

- Auto: Take Ponderosa Dr. east and turn left on Las Posas Rd. Check-in will be on the corner of Las Posas Rd. & Loma for Auto Units.
- Equestrian Units, turn right on Loma Dr. and follow Loma Dr. and turn left at Merced Dr.
- Equestrian Units will check in at the corner of Merced Dr. and Beverly Dr. Once checked in, units will be directed to their staging numbers on Beverly Dr.



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### Directions to Band Staging from Pleasant Valley Aquatic Center (1030 Temple Ave.):

1. Proceed North on Temple Ave toward Ponderosa Drive.
2. Turn right onto Ponderosa Drive and stay in the left lane.
3. Make the first available left turn onto Shepherd Drive and then make an immediate left onto Dwight Ave
4. Make the third right onto Kendall Ave and proceed straight (you should see the school on your left-hand side)

### **To get to Wendell St: (Pacifica HS, Redwood MS)**

Take the second available left turn after the school onto Wendell St. and proceed to the intersection with Temple Ave. Then **STOP** and **PARK** near the Temple Ave. intersection.

### **To get to Berwick St: (Rio Mesa HS, Santa Ana HS, Oxnard HS)**

Take the second available left turn after the school onto Wendell St., then make an immediate right turn onto Munson St. Make the next left onto Berwick St. and proceed to the intersection with Temple Ave. Then **STOP** and **PARK** near the Temple Ave intersection.

### **To get to Landen St: (Camarillo HS, PVSD, MATES)**

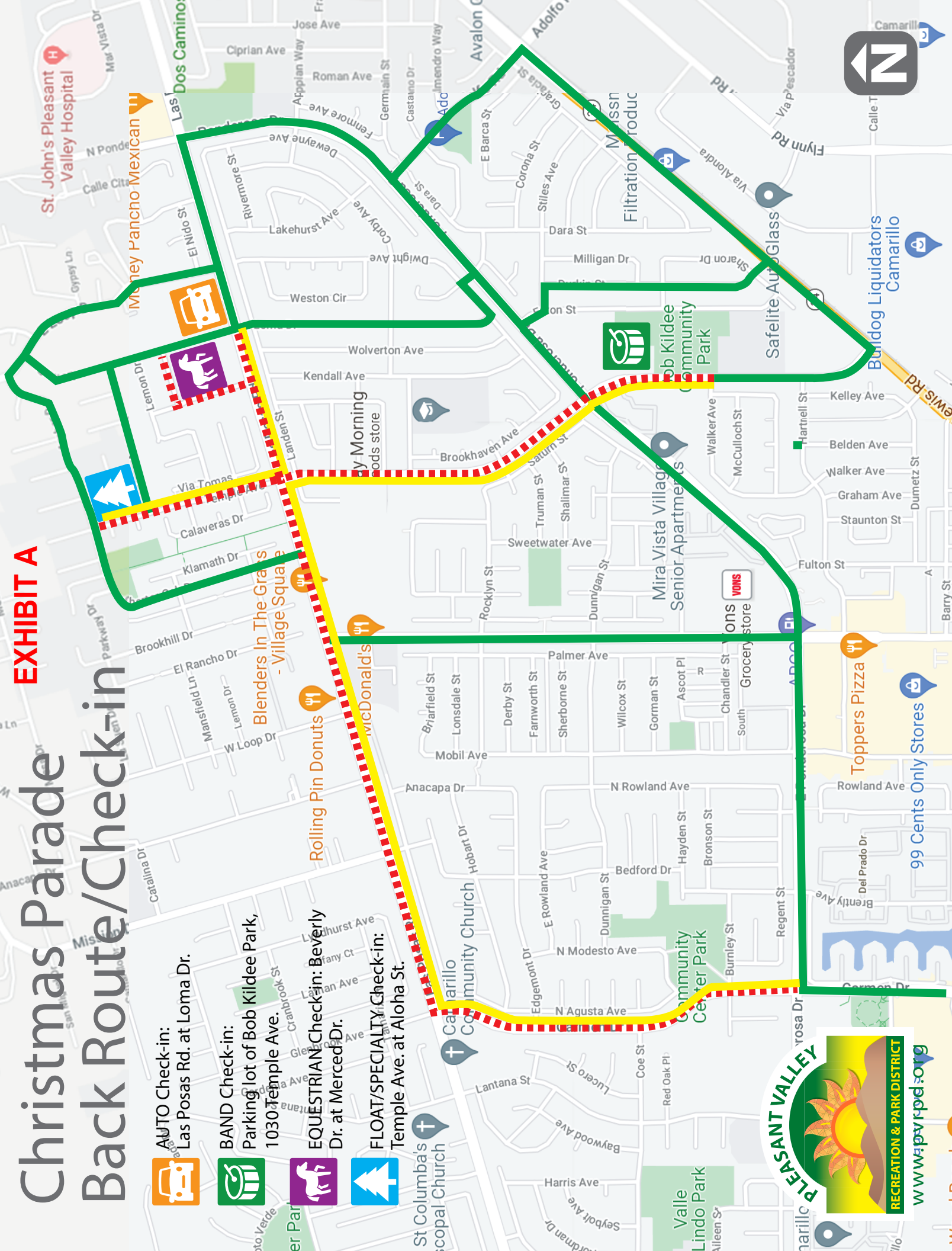
Take the second available left turn after the school onto Wendell St., then make an immediate right turn onto Munson St. Make the third left turn at the end of the road onto Landen St. and proceed to the intersection with Temple Ave. Then **STOP** and **PARK** near the Temple Ave intersection.

**\*\*\*\*PARENTS SHOULD NOT ATTEMPT TO DRIVE THEIR VEHICLES ON TEMPLE AVE AT ANY TIME. ONLY BUSES AND EQUIPMENT SUPPORT VEHICLES ARE ALLOWED TO PASS THROUGH THE INTERSECTION AT PONDEROSA AND TEMPLE\*\*\*\***

# Christmas Parade Back Route/Check-in

## EXHIBIT A

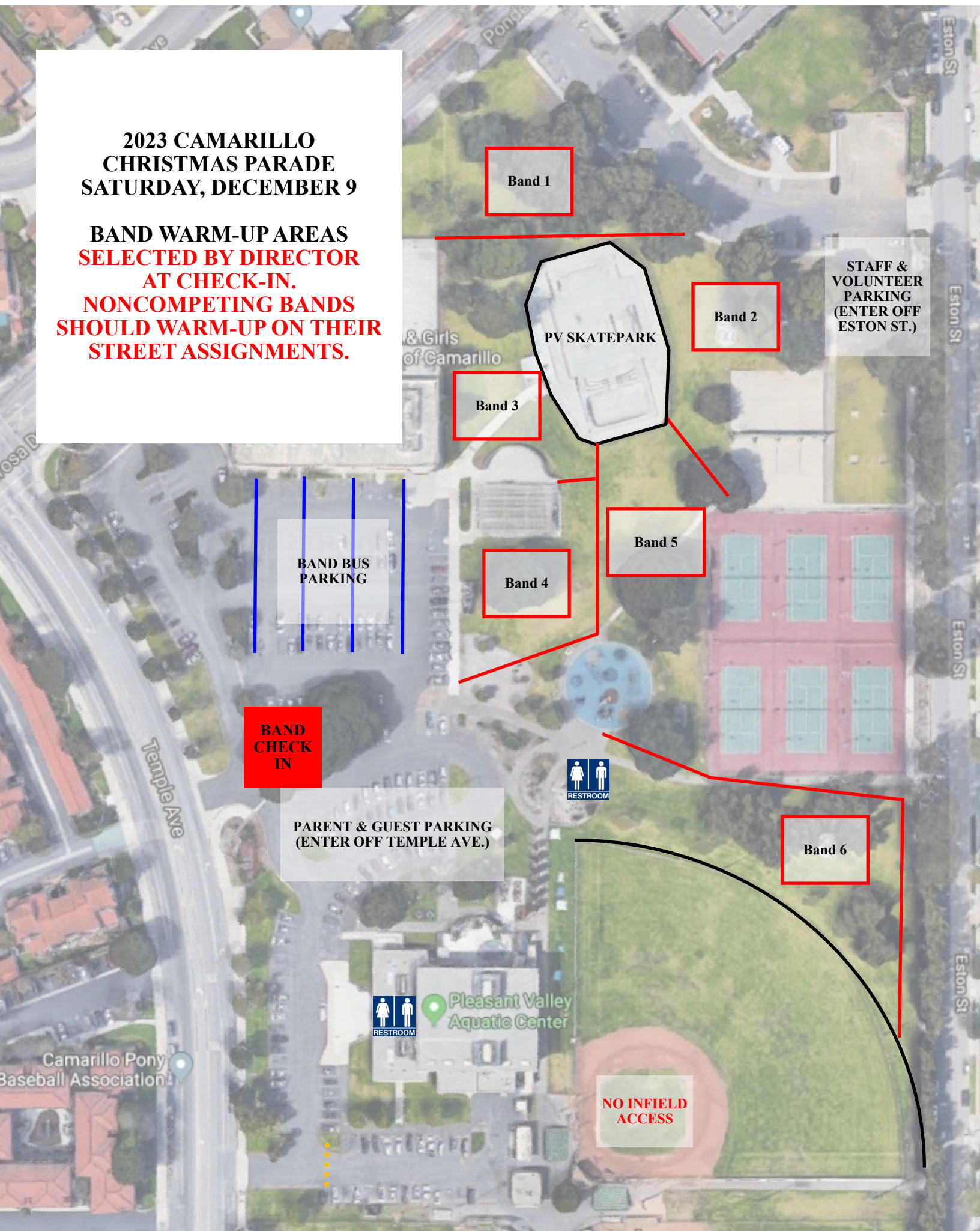
-  **AUTO Check-in:**  
Las Posas Rd. at Loma Dr.
-  **BAND Check-in:**  
Parking lot of Bob Kildee Park,  
1030 Temple Ave.
-  **EQUESTRIAN Check-in:** Beverly  
Dr. at Merced Dr.
-  **FLOAT/SPECIALTY Check-in:**  
Temple Ave. at Aloha St.





**2023 CAMARILLO  
CHRISTMAS PARADE  
SATURDAY, DECEMBER 9**

**BAND WARM-UP AREAS  
SELECTED BY DIRECTOR  
AT CHECK-IN.  
NONCOMPETING BANDS  
SHOULD WARM-UP ON THEIR  
STREET ASSIGNMENTS.**

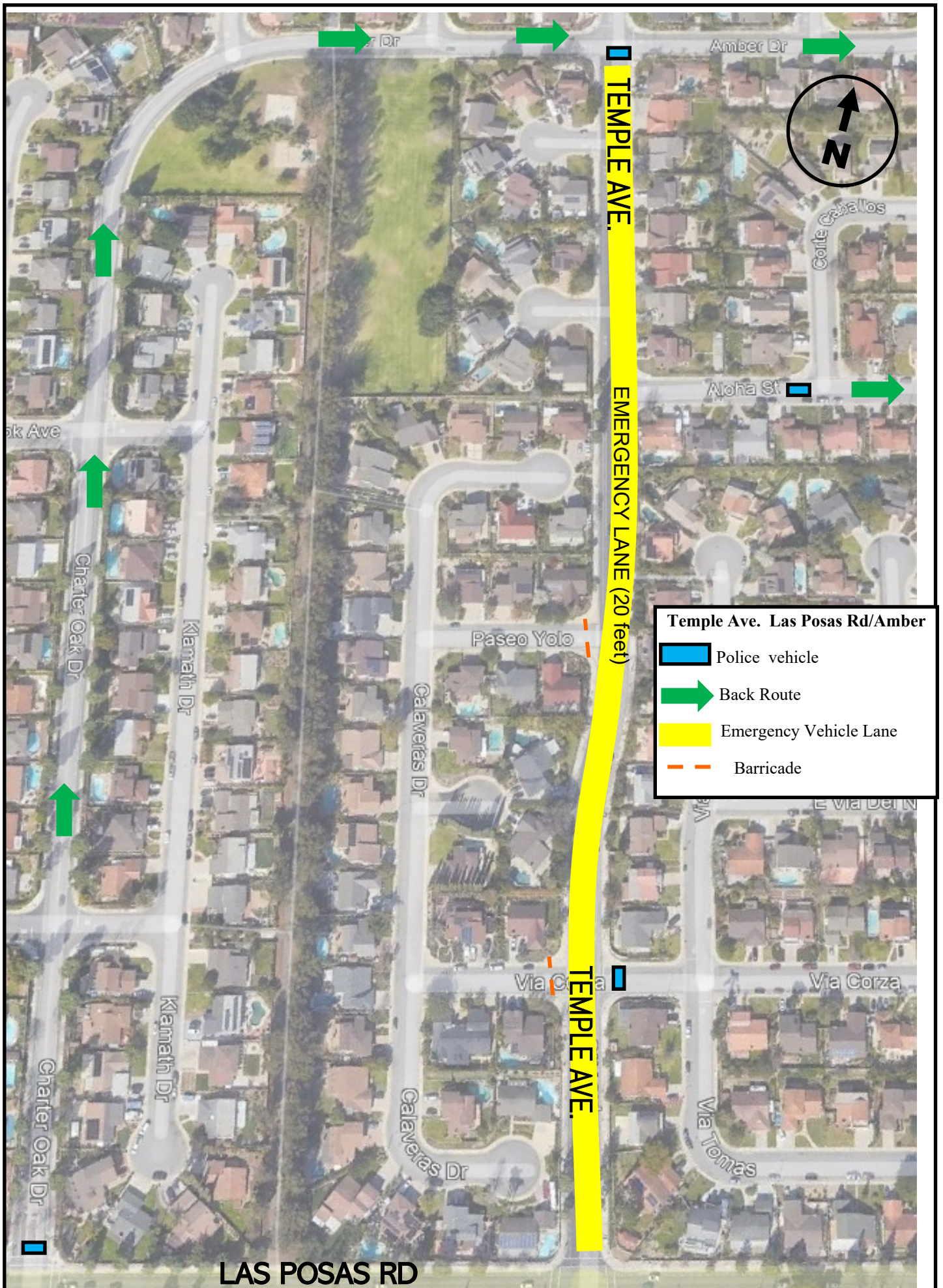








# EXHIBIT A





# EXHIBIT A





**EXHIBIT A**




**TEMPLE AVE  
BAPTIST  
CHURCH:  
BAND  
COMPETITION  
JUDGING SITE**


**LOS NOGALES AVE.**

**TEMPLE AVE**



**Temple Ave between Ponderosa Drive and  
Munson**

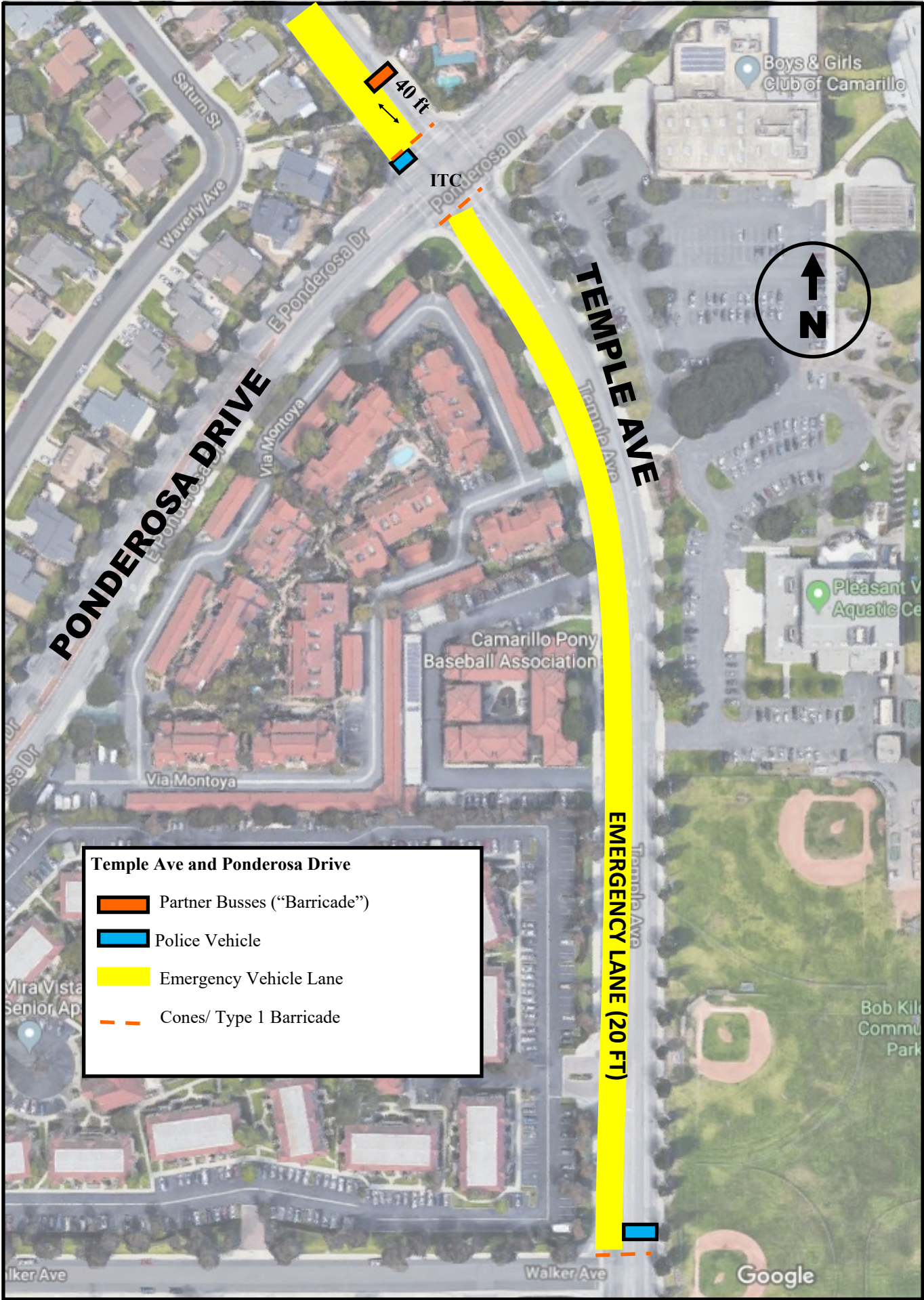
 Emergency Vehicle Lane

 Cones/ Type 1 Barricade

**EMERGENCY LANE (20 FT)**



# EXHIBIT A





# EXHIBIT A

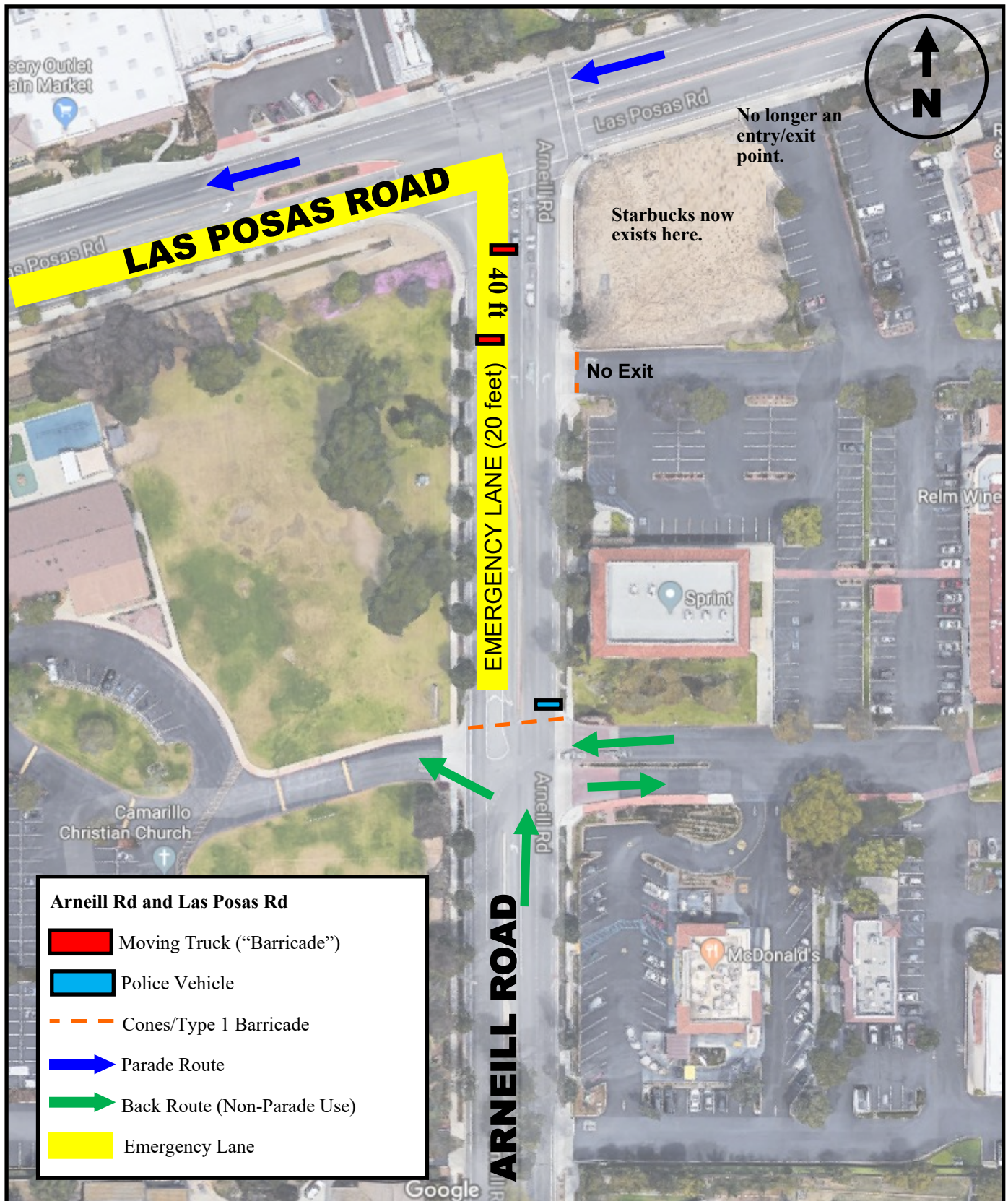




EXHIBIT A





# EXHIBIT A

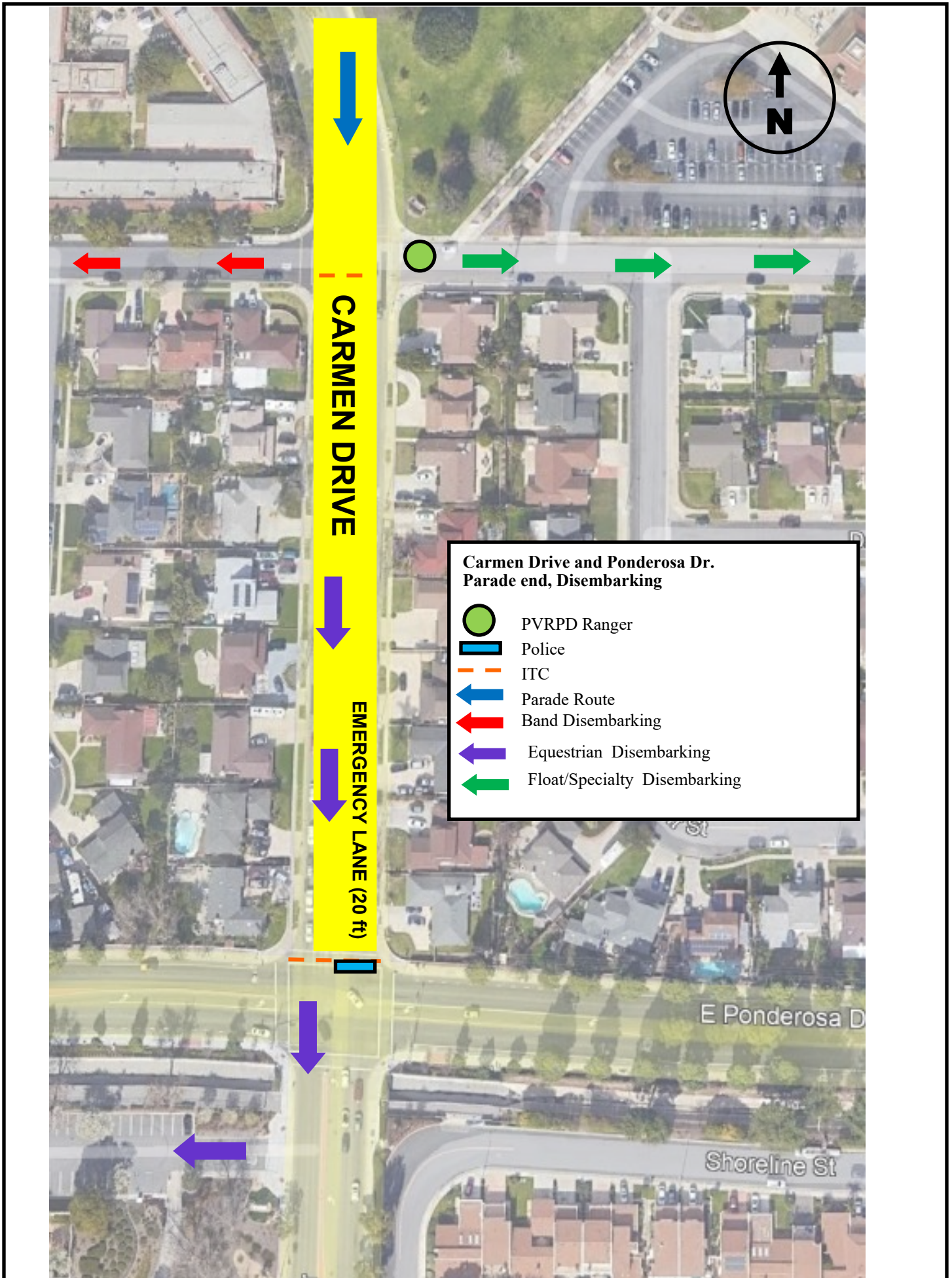
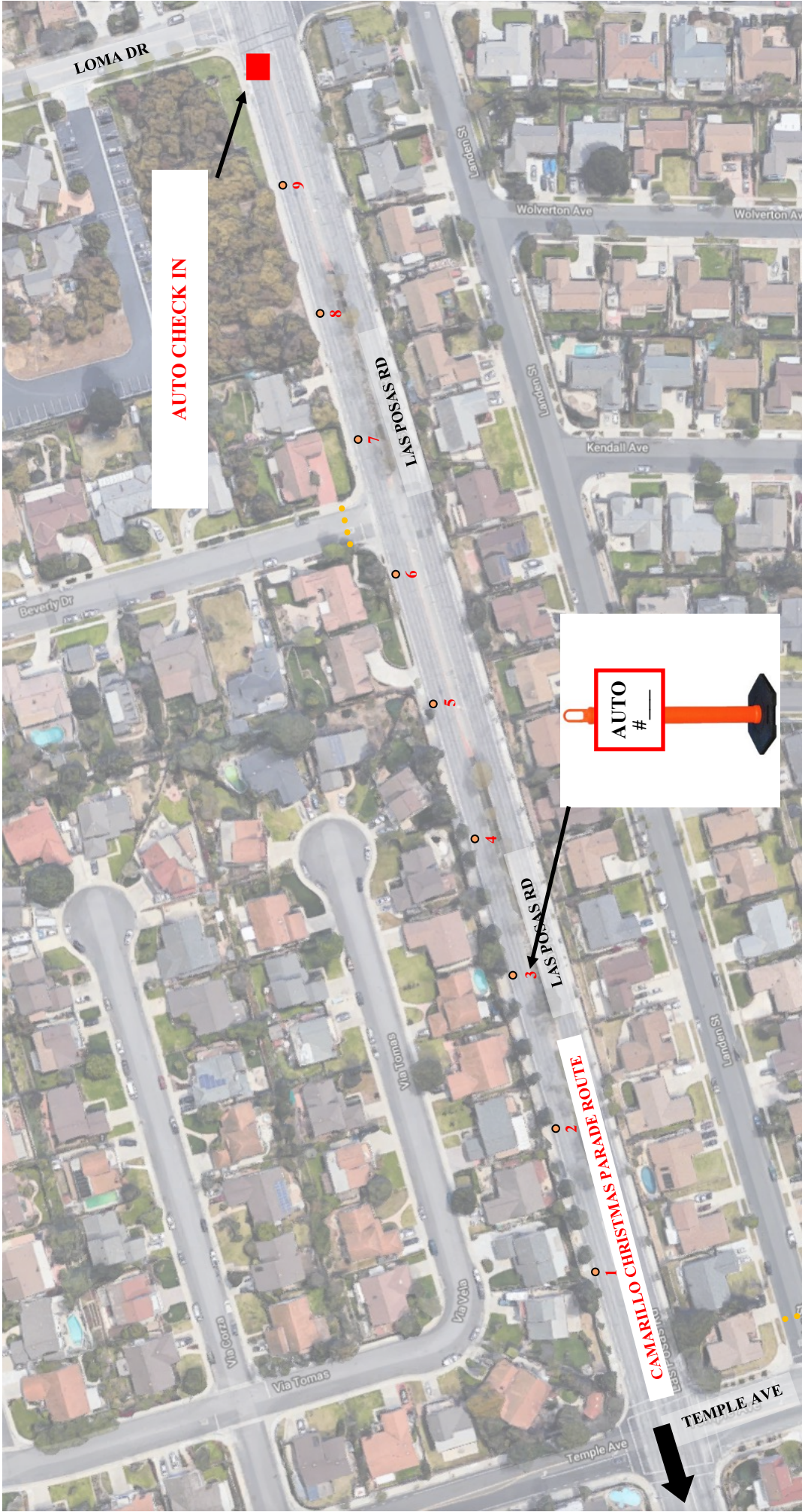




EXHIBIT A





# EXHIBIT A

2023 CAMARILLO  
CHRISTMAS PARADE  
SATURDAY, DECEMBER 9

BAND WARM-UP AREAS  
**PLEASE WARM-UP IN YOUR  
ASSIGNED AREAS.**



= Road Closure



= Restroom



= Staging Area



= Competition



= Staff Parking



= Parade Route

BAND 1

BAND 2

BAND 3

BAND 4

BAND 5

BAND 6

BAND 7

BAND 8

BAND 9

STAFF &  
VOLUNTEER  
PARKING  
(ENTER OFF  
ESTON ST.)

Los  
Primeros  
School

Los Nogales Ave

School Of Science and Arts

Image Landscaping



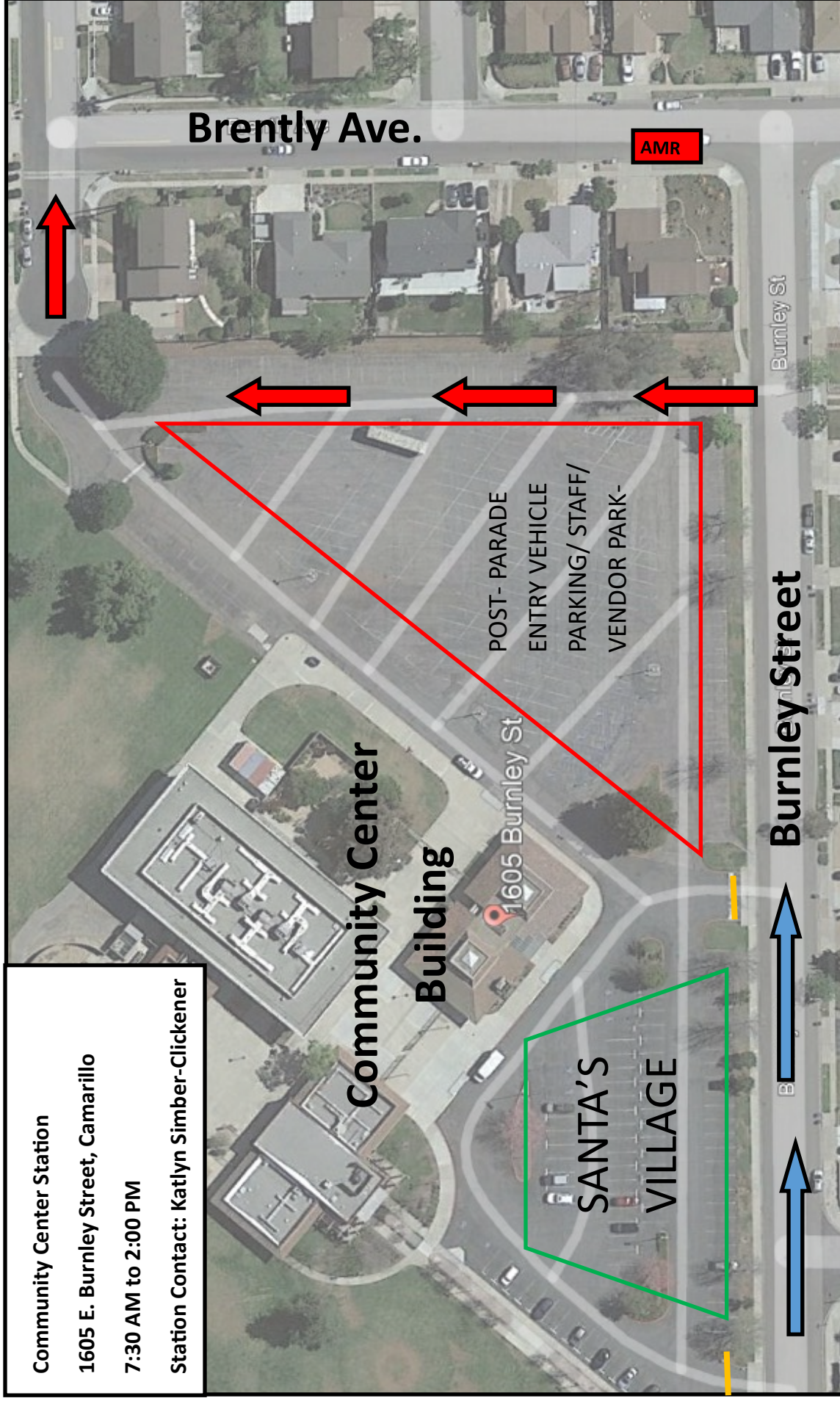
# EXHIBIT A

## Community Center Station

**1605 E. Burnley Street, Camarillo**

**7:30 AM to 2:00 PM**

**Station Contact: Katlyn Simber-Clickener**



= Parade Route

= Parade Exit Route

= Barricade

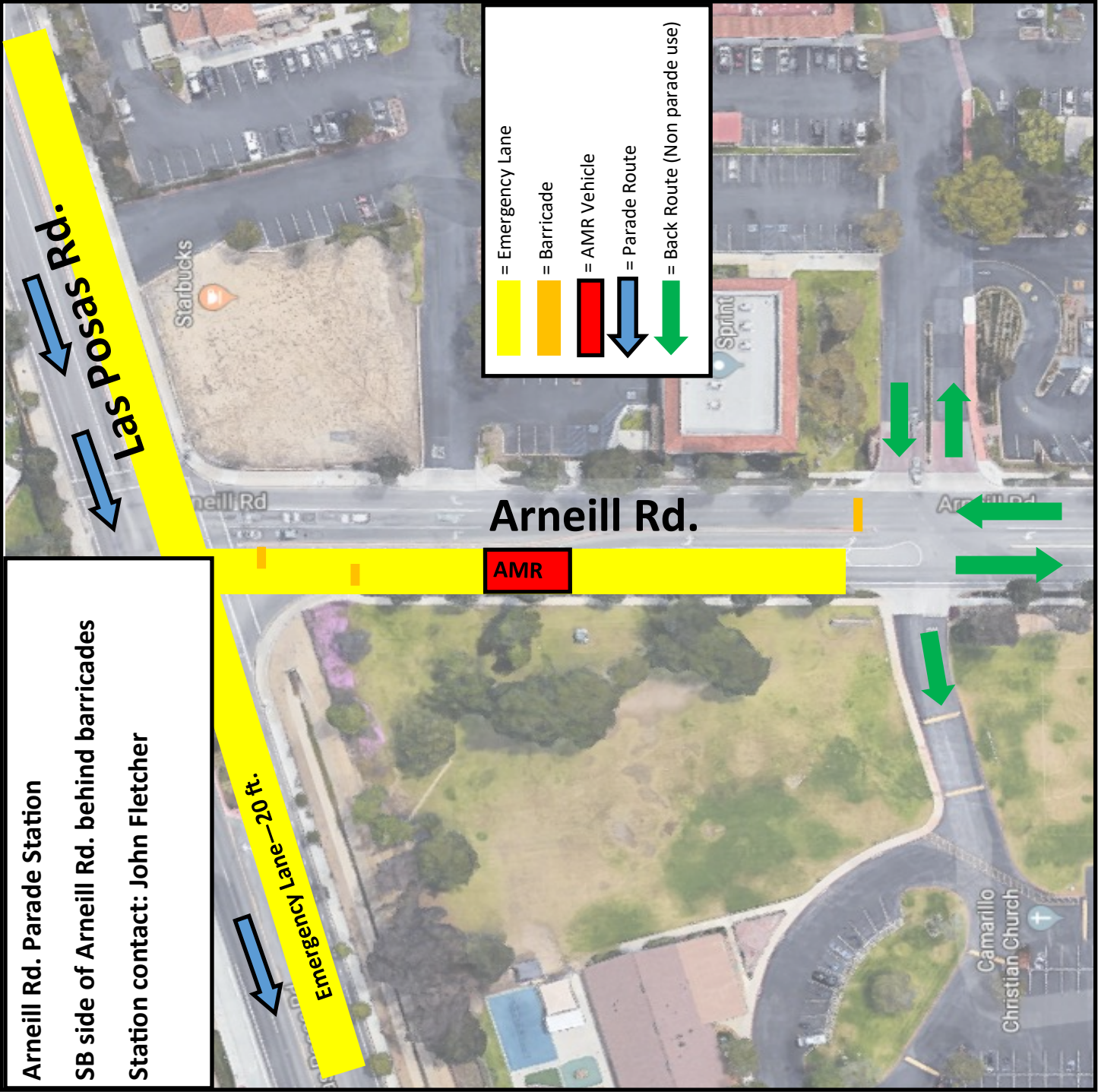
= Santa's Village

= Parade entry/ Staff/ Vendor Parking

= AMR Vehicle



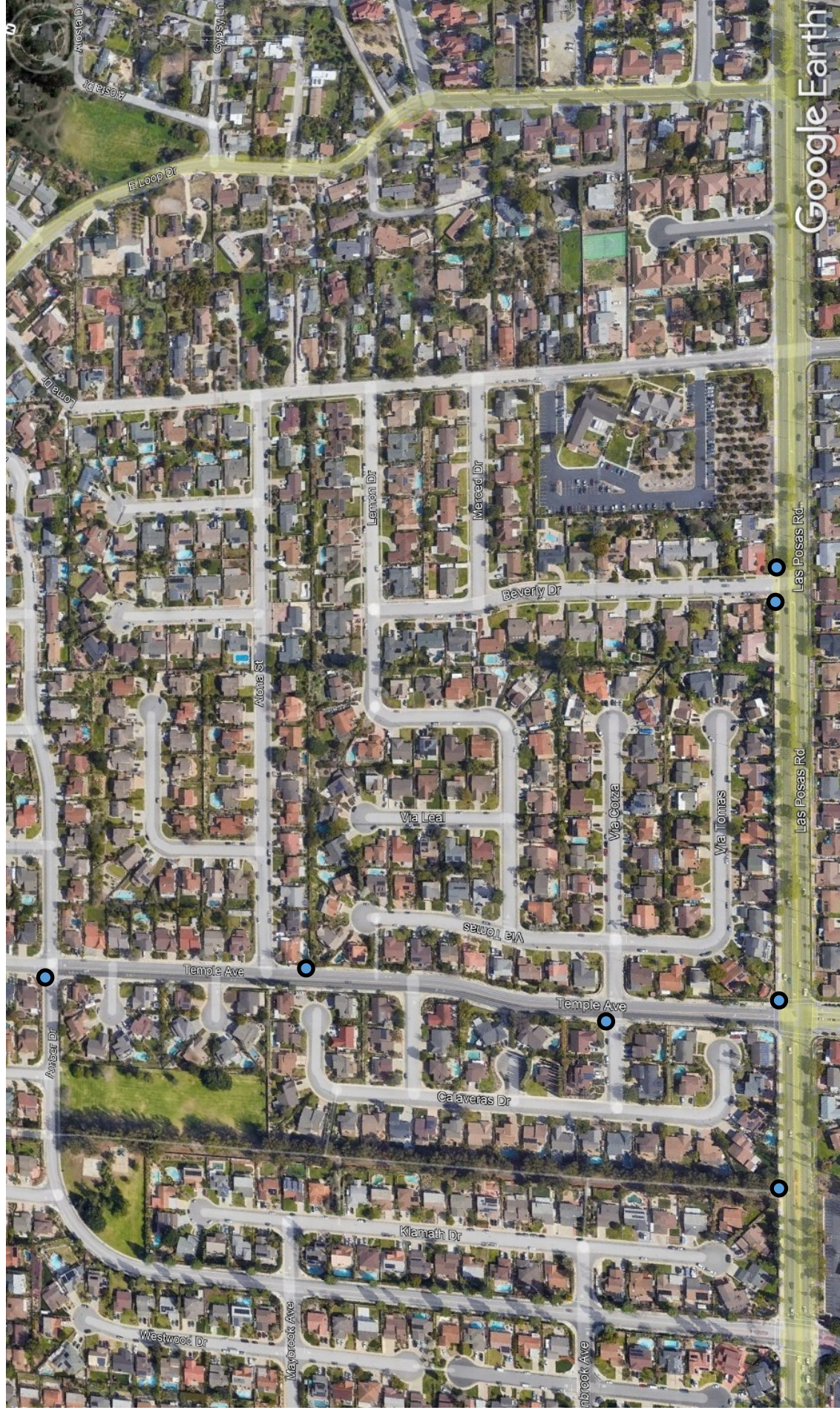
EXHIBIT A





# EXHIBIT A

Las Posas Rd. and N. Temple Ave.

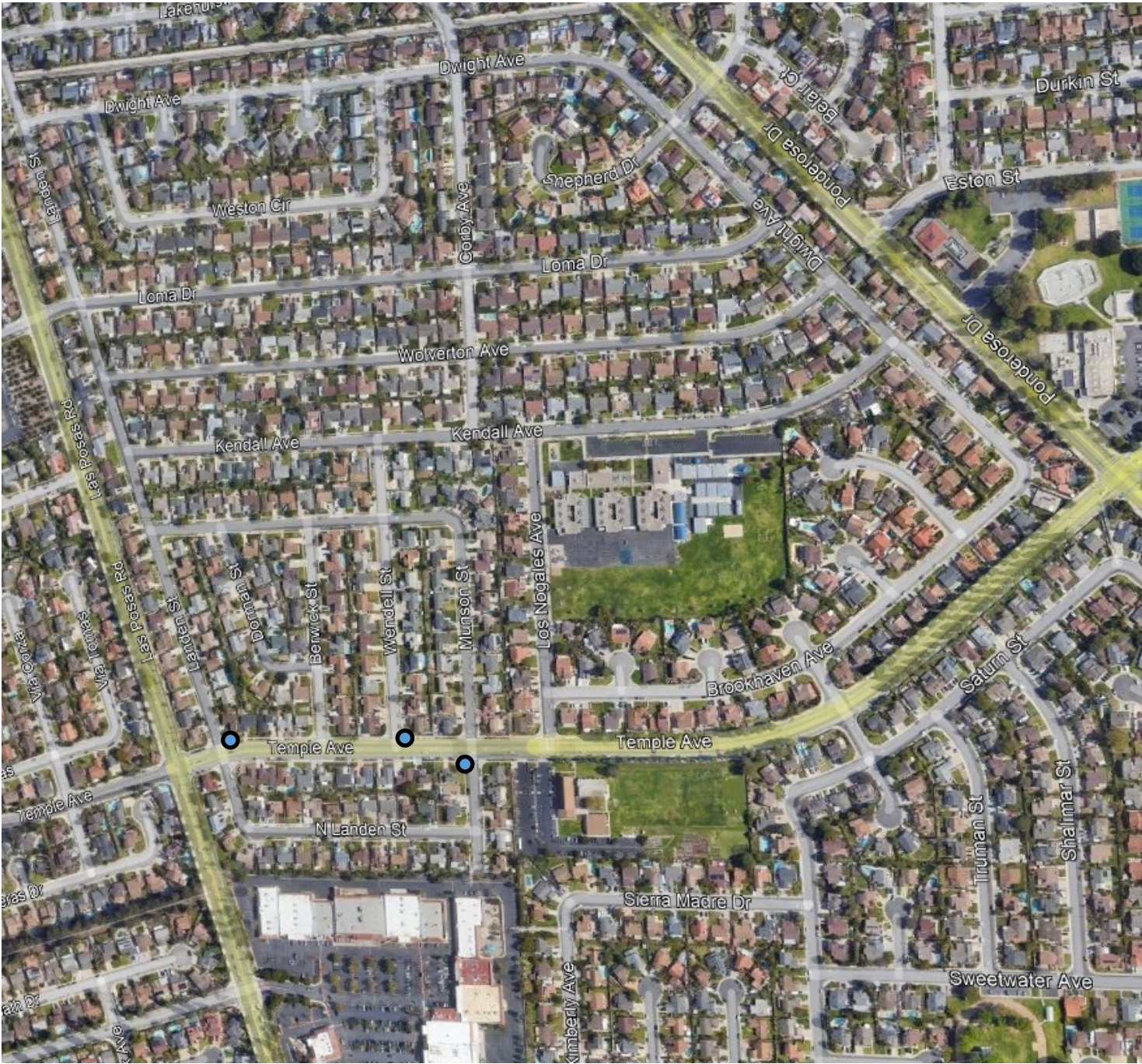


● = Portable Restroom



EXHIBIT A

Las Posas Rd and  
S. Temple Ave.



● = Portable Restroom



EXHIBIT A

Las Posas Rd. and  
Arneill Rd.

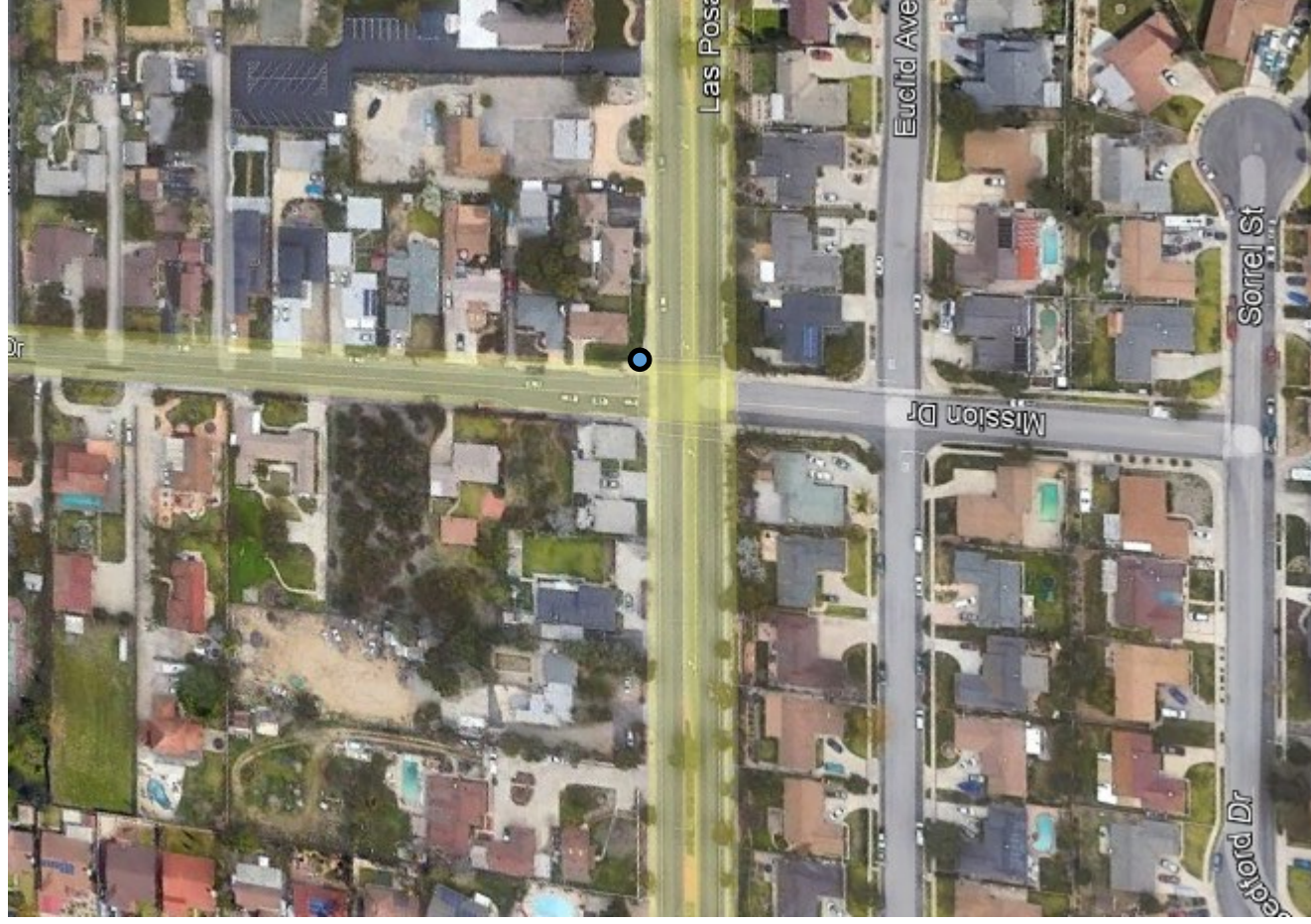


● = Portable Restroom



# EXHIBIT A

Las Posas Rd. and  
Mission Dr.



● = Portable Restroom



EXHIBIT A

Las Posas Rd. and  
Carmen Dr.



● = Portable Restroom

## EXHIBIT B

### CONDITIONS OF AGREEMENT

1. The City of Camarillo ("City") is entering into Community Event Funding Agreement CC 2023-33 ("Agreement") with the Pleasant Valley Recreation and Park District (PVRPD) to host the Annual Camarillo Christmas Parade & Santa's Village community event, on Saturday, December 9, 2023, Saturday, December 14, 2024, and Saturday, December 13, 2025, from 10 a.m. until 1 p.m., in accordance with the Christmas Parade Route and Traffic Control Plan (Exhibit A), Conditions of Agreement included herein (Exhibit B), Direct Services and Staff Support (Exhibit C), Program Budget (Exhibit D) and Insurance requirements (Exhibit E) set forth in the Agreement.
2. In the event that it rains, requiring a cancellation, the Organization will be permitted to postpone the event for up to 30 days, upon written notice to the City, specifying the proposed date at least five (5) days before the event.
3. Organization is responsible for obtaining all necessary permits from all other applicable agencies and jurisdictions, including the Ventura County Fire Department, Ventura County Environmental Health, and Ventura County Animal Services.
4. Should City determine it is necessary to take legal action to enforce any of the provisions of these permit conditions, and such legal action is taken, the Organization will be required to pay any and all costs of such legal action, including reasonable attorney's fees, incurred by City, even if the matter is not prosecuted to a final judgment or is amicably resolved, unless City should otherwise agree to waive or reduce such fees and costs, or the Organization is the prevailing party in such legal action.
5. Organization is responsible for notifying all participants that compliance with all federal, state, and local laws and ordinances, is required.
6. Alcoholic beverages are not permitted during this event.
7. Gambling is not permitted at this event.

### NON-SMOKING REQUIREMENT

8. Smoking is not permitted at any public event (including those held on private property) in the City of Camarillo. This applies to all areas within an event's permitted site, including parking lots, streets and sidewalks, beginning 60 minutes prior to the event's start to 60 minutes after its conclusion.
  - a. The Organization must include information about the law in their publicity to ensure maximum compliance with the law. At a minimum, the words, "**SMOKE-FREE EVENT**" must be included in legible, capitalized, bold face type on news releases, flyers, posters, websites and brochures. (Note: 8-point to 12-point type is sufficient for printed materials ranging from 3½" x 8½" to 8½" x 11"—proportionally larger type is required for oversize documents and posters.) A PDF version of the sign is available at [www.cityofcamarillo.org](http://www.cityofcamarillo.org) and may also be printed in color on 11" x 17" paper.
  - b. The City of Camarillo Community Development Department will provide (free of charge) a sufficient number of two-color, 12" x 18" signs printed with the "No Smoking" symbol and the words, "**THIS IS A SMOKE-FREE EVENT**" for all major access points to each event. These signs must remain posted and visible throughout the duration of the event and should be placed on a mounting substantial enough to withstand wind, rain and crowds.

### NOISE / LIVE MUSIC

## EXHIBIT B

9. **NOISE:** The provisions of the Noise Ordinance must be complied with. If amplifiers or similar equipment will be used, the maximum sound level permitted at any residential property must not exceed 55 dB(A) from 7 a.m. to 9 p.m. and 45 dB(A) from 9 p.m. to 7 a.m. If concern is raised regarding the sound level of music, it may be required that the sound be modified so as not to be a nuisance to the surrounding residential areas. If a complaint is received for any music or loud noise, the music must be turned down or the loud noise quieted at the request of any Camarillo Police Officer. If a second complaint is received, the music or loud noise is to be shut off, or violators may be asked to leave the event.
  - a. All speakers must be directed away from the surrounding neighborhoods to help reduce any noise impact.
  - b. The provisions of the Noise Ordinance must be complied with. Please remind participants to be mindful of any noise generated as they are within residential neighborhoods.
10. **LIVE MUSIC:** The Organization is responsible for the payment of any and all music licensing fees, fines, or penalties that may be assessed upon their musical acts.

### **SIGNAGE**

11. No bandit signs, human signs, balloons, flags, buntings, or pennant flags are permitted. All barriers, signs and/or markings placed must be located in such a manner so as to not constitute a sight distance restriction for the motoring public or pedestrians and must be removed at the conclusion of the event. No off-site signage is allowed. No signs are permitted other than those authorized by the Sign Ordinance and Special Events Ordinance.
  - a. Displays, props, equipment, or signage must not be erected in such a manner to block the visibility of the motoring public from entering or exiting the area. Any signs, props, or displays erected must be removed at the conclusion of the event.
  - b. An on-site banner for the special event during the day of the event may contain a maximum of 36 square feet in area and may be no taller than three feet in height.
    - When mounted on post of a fence, the top of the banner may not exceed eight feet in height. If mounted on a building, the banner may not exceed the roofline of the building.
    - The on-site banner must be removed at the conclusion of the event.
12. No signage may be placed within the public right-of-way, including on any light poles and utility poles. No off-site signage is permitted is allowed, unless as specifically approved by the Department of Community Development.
13. All signs, barriers, and/or markings placed on or along the route must be removed at the conclusion of the event.

### **TRAFFIC/PARKING**

14. The public sidewalk must be accessible for pedestrian circulation.
15. The public event must be accessible to persons with disabilities.
16. Participant and event staff parking is to be monitored so that vehicles are not blocking any streets or any entrances/exits and in proper parking areas. A 36-inch minimum aisle pathway(s) must be maintained throughout the event to allow for proper ingress and egress of attendees and staff, and to allow for emergency personnel to easily reach anyone requiring help.



## EXHIBIT B

17. Event coordinators must make sure traffic flow does not back up onto drive aisle or streets. If this occurs, event coordinators must stop the event to correct the problem. Event coordinators and/or participants are not to enter roadway for any traffic control. At the request of any Camarillo Police Officer the event must be shut down if needed for the safe passage of driver/passengers driving on the roadway and the public involved or attending the event.
18. All vehicles associated with the event must be parked in proper parking areas and must not block access to any of the surrounding uses per the approved parade route and Traffic Control Plan.
19. Event staff must not stand on streets directing traffic. All traffic control must be done on private property only after the vehicles pull into property.
20. During each event, the Police Department reserves the right of final approval on all decisions concerning traffic flow and public safety. The Organization may be required to make modifications at the request of the Police Department representatives in order to ensure a safe activity. The Traffic Sergeant of the Camarillo Police Department (or their designee) is the contact person to assist the event representatives in areas of mutual concern.
21. The ends of the parking area used for the event must be properly barricaded to prevent vehicular traffic driving through the area. At no time may tables or displays with merchandise be used as barricades or be located in such a way to block emergency vehicle access.
22. All participants must be made verbally aware that they are required to follow all appropriate California Vehicle Code sections and City ordinances regulating pedestrian and motorcycle use of all city/county/state roads. Furthermore, a written reminder of this information must be posted in a location for all participants to see.

### **TRASH & RECYCLING**

23. The Organization is required to ensure that proper containment, cleanup, and removal of any spills are implemented during the entire event. Please see the enclosed attachment for the minimum requirements.
  - a. The entire event area and all parking lots must be completely cleaned at the conclusion of the event, which includes removal of all trash and debris. Containers for trash must be provided around the event area and monitored on a continuous basis to ensure they are emptied and returned in a timely manner. If City trash receptacles are used during the event, must also empty those containers.
  - b. Containers must be provided for recycling with the containers clearly marked for that purpose. Please contact EJ Harrison at 805.647.7786 for further information.
24. As a result of the City Council's adoption of Ordinance 1181, effective on January 1, 2022, food providers, vendors, and event promoters are prohibited from selling or providing prepared food or beverages in any expanded polystyrene (i.e. Styrofoam) food or beverage container, or separately providing such containers. The Organization acknowledges and agrees to enforce and comply with Ordinance 1181.
25. A Large Event-Recycling & Disposal Plan must be submitted to [info@sws-inc.com](mailto:info@sws-inc.com) at least 14 days before the start of any event, including the set up day(s) for the event. Any large venue or event must plan for the removal, disposal, and diversion of, and reporting of all recyclables, organics (including food waste) and solid waste. It is required that 50% of all materials be diverted from landfills. Each event is required to account for all materials removed from the site and submit a post-event Recycling & Disposal Report along with

## EXHIBIT B

hauling receipts from each landfill, facility, or vendor. Report is due by email to [info@sws-inc.com](mailto:info@sws-inc.com) 10 days after the event occurs.

### **INSURANCE**

26. Organization must comply with the insurance requirements included in Exhibit E.

### **BUSINESS LICENSE**

27. Immediately upon receipt of this approval of this Agreement, the Organization, including a charitable or non-profit organization, is required to contact the Camarillo Business Tax Division at 805.388.5330 and provide the name, address, and phone number of all event/party vendors. Vendors include but are not limited to the following: independent contractors, sales and/or beauty consultants, photographers, suppliers, entertainers, caterers, etc. that may conduct seminars, provide services, sell a product, solicit for business with business cards, flyers, and/or supply or lease equipment, tents, tables, equipment, etc. Moreover, the Organization must provide any other information which the Business Tax Division may require.
- a. **VENDORS** must have a valid City of Camarillo Business Tax Certificate (license) for operation of their business during the event. Vendors must keep the business tax certificate, or proof of certificate (receipt), within their possession at the event. In the event not all vendors have submitted applications ten (10) business days prior to the event, the Organization will be liable to the City of Camarillo for a “*special event business tax certificate*.”
  - b. **ORGANIZATION** must apply for a special event business tax certificate for the event. Organization must keep the business tax certificate, or proof of certificate (receipt), within their possession at the event. When the business tax certificate is issued to the Organization, individual *vendors* will be conclusively presumed to be *exempt* from the requirement of obtaining a separate business tax certificate *for the event*.
  - c. **EXEMPTION:** If the Organization is a charitable or non-profit organization and the Organization merely sponsoring an event receives only a percentage of the receipts, or receives a specified amount or fee, then each vendor conducting business at the event must obtain a business tax certificate. The Organization may submit an application that exempts vendors from the requirement of obtaining separate business tax certificates. The burden of proof will be upon the organization or person claiming an exemption.

### **ENCROACHMENT PERMIT**

28. No objects, such as signs, trailers, generators, etc., are permitted in the public right-of-way without a Public Works Department Encroachment Permit (contact Public Works at 805.388.5350 for fee and insurance requirements). Organization must submit a site plan to the Department of Public Works clearly showing where all structures located in the public right-of-way will be placed, the size of each item, and how they will be positioned, i.e. on a Type 1 barricade, etc.

### **SPILL CLEANUP**

29. Dry cleanup methods must be used for all areas to be cleaned; however, if necessary to use water to wash down area, a high-pressure system must be used and the wastewater must be vacuumed up and disposed of properly (not to the storm drain system). All adjacent storm drain inlets must be protected during any wash down events to prevent any discharge to them.



## EXHIBIT B

30. Ensure adequate spill cleanup materials are kept in accessible locations and clearly identified. Spill materials can include sandbags, absorbent such as kitty litter, broom and dust pan, gloves and eye protection.

- Clean up leaks and spills immediately.
- Protect/block any adjacent storm drain inlets to prevent spilled material from entry.
- Use a rag for small spills on paved surfaces, a damp mop for general cleanup, and absorbent material for larger spills. If the spilled material is hazardous, then the used cleanup materials are also hazardous and must be sent to either a certified laundry (rags) or disposed of as hazardous waste.
- Never hose down or bury dry material spills. Clean up as much of the material as possible and dispose of properly.

### ***Minor Spills***

- Minor spills typically involve small quantities of oil, hydraulic fluid, gasoline, paint, etc. which can be controlled by the first responder at the discovery of the spill.
- Use absorbent materials on small spills rather than hosing down or burying the spill.
- Absorbent materials should be promptly removed and disposed of properly.
- Follow the practice below for a minor spill:
  - Contain the spread of the spill.
  - Recover spilled materials.
  - Clean the contaminated area and properly dispose of contaminated materials.

### ***Semi-Significant Spills***

Semi-significant spills still can be controlled by the first responder along with the aid of other personnel such as laborers and the foreman, etc. This response may require the cessation of all other activities.

Spills should be cleaned up immediately:

- Contain spread of the spill.
- Notify the supervisor immediately.
- If the spill occurs on paved or impermeable surfaces, clean up using "dry" methods (absorbent materials, cat litter and/or rags). Contain the spill by encircling with absorbent materials and do not let the spill spread widely.
- If the spill occurs in dirt areas, immediately contain the spill by constructing an earthen dike. Dig up and properly dispose of contaminated soil.
- If the spill occurs during rain, cover spill with tarps or other material to prevent contaminating runoff.

### ***Significant/Hazardous Spills***

For significant or hazardous spills that cannot be controlled by personnel in the immediate vicinity, the following steps should be taken:

- Notify the local emergency response by dialing 911. In addition to 911, Organization must notify the proper City officials (805.388.5338). It is the Organization's responsibility to have all emergency phone numbers at the site.
- The services of a spills contractor or a Hazardous Material team should be obtained immediately. Event personnel should not attempt to clean up until the appropriate and qualified personnel have arrived at the job site.

31. The Organization must obtain a building permit from the City of Camarillo Department of Building and Safety for all event stage areas 30 inches or more above grade.

## EXHIBIT B

### **SECURITY/POLICE CONDITIONS**

32. Event staff and any required security personnel must be easily recognizable through use of identifiable clothing and/or badges.
33. Proper safety precautions are to be made for all the entertainment and any equipment to prevent injury. Any equipment and/or instruments must have proper lighting and be roped off/barricaded and the cords covered or contained to prevent any tripping hazard. Equipment and/or instruments must not be stored or kept in the parking lot.
34. The event coordinator or assistant coordinator must remain available during the entire event to ensure that all conditions attached to the application are complied with. In the event there is a call for service during the event (fire, ambulance, or law enforcement), the Organization or a representative will meet the responding unit(s) and direct them to the scene as needed. The person in charge will be expected to abide with the decisions of the responding public safety units and assist in implementing those decisions (i.e., clearing a specific area, additional traffic control, or closing the event).
35. If the event has any kind of activity which causes any kind of safety issue, the event must cease until the activity ceases. If it is determined that police officers are required for crowd control or other purposes, officers may work the detail on overtime at the prevailing overtime rate and the Organization may be responsible for those costs.
36. A security plan must be submitted to the Department of Community Development for review at least two weeks prior to the event indicating the type and level of security proposed for the event to provide information and assistance to the public in addition to providing a basic level of control. Please contact the Traffic Sergeant with the Camarillo Police Department at 805.388.5132 with any questions regarding the requirements of the security plan.
37. The Organization will be liable to the City of Camarillo for expenses incurred for extraordinary service to this event.

### **GENERAL SAFETY CONDITIONS**

38. Any children's activities are to be supervised by an adult at all times.
39. Access to a telephone must be maintained so as to report any emergencies in an expedient manner.
40. The area designated for this event is to be properly secured to allow for the safety of the event participants and spectators.
41. Electrical equipment and installations must comply with the current California Electrical Code.
42. If a portable temporary generator is used:
  - It must be isolated from the public by physical guards, fence, or enclosure;
  - All portable temporary generators must be self-grounded to the frame of the generator;
  - If the portable temporary generator is rated for 5,000 watts or more, a licensed electrician must verify the integrity of the bonding connection and post documentation on the generator, or have documentation available, prior to the start time of the Special Event. If the portable temporary generator is rated for less than 5,000 watts, the generator must meet manufacturer's standards and safety requirements;
  - All electrical equipment for the event must be plug-connected through the receptacles mounted on the temporary portable generator.



## EXHIBIT B

### **ROAD CLOSURES**

43. On the day of the parade, no roads will be closed prior to 6 a.m. and all roadways will be opened to normal, unrestricted traffic by 2 p.m. Parade committee officials will remain on duty until all participants are gone. Semi-trailer “reviewing stands” will be positioned in the roadway on the morning of the event and removed immediately after the parade. Stands installed off the roadway may be pre-positioned days prior to the event and removed later, as long as they are not a public nuisance or traffic hazard. The parade “clean-up personnel” shall be of sufficient number to allow the clean-up procedure to keep up with the end of the parade.
44. In order to close the roadway identified above, the Department of Public Works, at the direction of the Police Department, will require pre-positioning of hard barricades, Class I or II barricades, traffic cones, and traffic advisory signs.
45. Road and street closures and their associated barricades will be controlled by the assigned law enforcement personnel. Only emergency, city and marked “Parade Official” vehicles will be allowed inside the barricaded areas prior to the parade. Only parade entries and emergency vehicles will be allowed on the parade route during the actual parade.
46. All roadways will be cleared and opened as soon as practical and safe. Buses, horse trailers, float and parade support vehicles and personal cars will not be left on Temple or Las Posas during or after the parade unless legally parked.
47. The activities are to occur as shown on the enclosed exhibit/site plan with appropriate barricades to exclude vehicular traffic in that area.
48. All road barriers except for hard barricades located in specific locations as requested by the Police Department must be movable by one person without special knowledge or extraordinary effort so that in case of emergency, access can easily be obtained by responding personnel.
49. Participants should be advised that “No Parking” and Tow-Away” zones will remain in effect and will be strictly enforced during the parade. There is to be no street parking along the parade route. The parade committee should make contact with the owners/managers of the large parking areas at either end of the parade route and make arrangements for off-street parking of participant and spectator vehicles. Also, the committee should notify those residents of Temple, Las Posas, Landen, and other streets closed due to the parade of the dates and times of the road closures so they can make alternate plans.
50. An emergency service vehicle lane will be open at all times on all closed roads. All intersections will be kept clear to allow cross traffic prior to, and immediately after, the parade and to allow for emergency vehicle access through the intersection.
51. All barriers, signs and/or markings placed shall not be located in such a manner as to constitute a sight distance restriction for the motoring public or pedestrians and shall be removed at the conclusion of the event. No signs are permitted other than those authorized by the Sign Ordinance.

## EXHIBIT B

52. That the Department of Public Works, in accordance with Section 11.20.090(g) of the Municipal Code, authorize the Police Department to temporarily close or establish and post temporary "Tow-Away/No Parking" zones between 6 a.m. and 2 p.m. on the day of the parade. The following streets are included:

### **Street**

Carmen Drive  
Las Posas Road  
Glenbrook Avenue  
Temple Avenue  
Leonard Avenue  
Walker Street  
Landen Street (east)  
Landen Street (west)  
Vista Street  
Beverly Drive  
Via Corza  
Aloha Street  
Amber Drive  
Corte Olmo  
Corte Tela  
Paseo Yolo  
Calaveras Drive  
Modesto Avenue  
Burnley Street  
Brently Avenue  
Hayden Street  
Merced Drive  
Loma Drive  
Corte Caballos

### **Limits**

Ponderosa Dr to Las Posas (road closure)  
Lantana to Loma (road closure)  
Las Posas to Tamarix (road closure)  
Walker to Amber (road closure, no parking)  
McCulloch to Walker (road closure)  
Leonard St. To Temple (road closure)  
Munson to Temple (road closure)  
Temple for 100 feet west  
Saturn Av to Brookhaven St (road closure)  
Las Posas to Merced (road closure)  
Temple Av to Calaveras Dr (road closure, no parking)  
Temple Av east to City limit (road closure, no parking)  
100 feet east and west of Temple (no parking)  
Cul-de-sac (road closure, no parking)  
Cul-de-sac (road closure, no parking)  
Temple Av to Calaveras Dr (road closure, no parking)  
Paseo Yolo to Via Corza (road closure)  
Carmen Dr. to Augusta Av (road closure, no parking)  
Carmen Dr. to Brently Av. (road closure, no parking)  
Burnley St. for 50 feet south (no parking)  
Brently Av. To end of street westerly (no parking)  
Beverly Dr. to Loma Dr. (road closure, no parking)  
Merced Dr. to Las Posas Rd. (road closure, no parking)  
From Aloha Street (road closure)



## EXHIBIT B

### **PARADE / EVENT CONDITIONS**

53. Vendors may sell their merchandise during the parade with the following conditions:
  - They may not be in the street prior to the complete closure of the street by law enforcement personnel.
  - They may sell from the street prior to the parade reaching their location at which time they must leave the street.
  - Once the parade has concluded, they may not re-enter the roadway due to street sweepers operating in the street and the need to re-open the roadway as soon as possible.
54. All participants must be advised in writing early on, and again just prior to the parade, that nothing will be thrown, launched, or given away from any entry during the parade. Nothing should be done to entice spectators, particularly children, into the street or pathway of parade entries.
55. Clearly identified restroom facilities must be located on site, with a sufficient number for handicapped individuals. The number of the temporary restrooms and location must be adequate for the anticipated number of spectators and participants, but may not be delivered more than 48 hours prior to the scheduled event and must be removed no later than 48 hours following the event unless authorized by the City Manager, or designee.

## EXHIBIT C

### Direct Services and Staff Support (Provided by City)

City will provide the following direct services and staff support at its expense:

Estimated Cost  
(based on FY 23-24 Budget)

#### Direct Services and Staff Support

1.	Special Event Overtime	\$ 10,000.00
2.	Street Sweeping	\$ 1,000.00
3.	Barricade Traffic Cone Rental	<u>\$ 4,000.00</u>

Total Estimated Direct Services and Staff Support	<b>\$15,000.00</b>
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# EXHIBIT D - PVRPD Program Budget

	2023	2024	2025	2026	2027
	Y1	Y2	Y3	Y4	Y5
<b>Staffing Expense</b>					
Full time- planning, prep, & operations					
Part-time					
Staffing Total					
<b>Services and Supplies</b>					
Fire Permit	\$ 325.00	\$ 338.00	\$ 351.52	\$ 365.58	\$ 380.20
Medical Services	\$ 1,000.00	\$ 1,040.00	\$ 1,081.60	\$ 1,124.86	\$ 1,169.86
Overnight Security Services	\$ 400.00	\$ 416.00	\$ 432.64	\$ 449.95	\$ 467.94
Transportation Rental	\$ 1,630.00	\$ 1,695.20	\$ 1,763.01	\$ 1,833.53	\$ 1,906.87
Balloon Rental	\$ 1,500.00	\$ 1,560.00	\$ 1,622.40	\$ 1,687.30	\$ 1,754.79
Portable Restrooms	\$ 4,000.00	\$ 4,160.00	\$ 4,326.40	\$ 4,499.46	\$ 4,679.43
40 yd Roll Offs + Food Dumpster	\$ 600.00	\$ 624.00	\$ 648.96	\$ 674.92	\$ 701.92
Traffic Control Items	\$ 5,800.00	\$ 2,943.20	\$ 3,028.48	\$ 6,374.59	\$ 3,275.60
Event Supplies	\$ 2,540.00	\$ 1,705.60	\$ 1,773.82	\$ 2,744.78	\$ 1,918.57
Entertainment	\$ 2,000.00	\$ 2,080.00	\$ 2,163.20	\$ 2,249.73	\$ 2,339.72
VIP/Staff/Volunteer Meals	\$ 1,800.00	\$ 1,872.00	\$ 1,946.88	\$ 2,024.76	\$ 2,105.75
Band Award & Judges	\$ 4,000.00	\$ 4,160.00	\$ 4,326.40	\$ 4,499.46	\$ 4,679.43
<b>Total</b>	<b>\$ 25,595.00</b>	<b>\$ 22,594.00</b>	<b>\$ 23,465.31</b>	<b>\$ 28,528.90</b>	<b>\$ 25,380.08</b>
<b>Marketing Supplies &amp;</b>					
Marketing Supplies	\$ 2,500.00	\$ 2,600.00	\$ 2,704.00	\$ 2,812.16	\$ 2,924.65
Promotional Marketing	\$ 4,500.00	\$ 4,680.00	\$ 4,867.20	\$ 5,061.89	\$ 5,264.36
<b>Total</b>	<b>\$ 7,000.00</b>	<b>\$ 7,280.00</b>	<b>\$ 7,571.20</b>	<b>\$ 7,874.05</b>	<b>\$ 8,189.01</b>
<b>TOTAL</b>	<b>\$ 32,595.00</b>	<b>\$ 29,874.00</b>	<b>\$ 31,036.51</b>	<b>\$ 36,402.95</b>	<b>\$ 33,569.09</b>

## EXHIBIT E

### INSURANCE

1. **Required Insurance.** Before commencing any services, Consultant must procure and maintain in full force and effect during the term of this Agreement the following types of insurance with at least the minimum coverage listed and subject to the applicable additional requirements set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial General Liability	\$2,000,000 / \$4,000,000 Aggregate
Business Automobile Liability	\$2,000,000
Workers' Compensation	Statutory Requirements

2. **Insurance Rating.** All insurance required to be maintained by Consultant must be issued by companies licensed by or admitted to conduct insurance business in the State of California by the California Department of Insurance and must have a rating of A- or better and Financial Size Category Class VII or better by the latest edition of A.M. Best's Key Rating Guide, unless otherwise approved by City's legal counsel.
3. **Commercial General Liability Insurance.** The commercial general liability insurance must meet or exceed the requirements of Insurance Services Office (ISO) form CG 00 01, and must be provided on a per occurrence basis for bodily injury, personal injury, and property damage. The policy must include liability that a) arises out of the ownership, maintenance, or use of real property; b) arises out of operations away from the business premises by employees or agents of the insured; c) includes contractual liability that has not been amended; d) arises out of the products manufactured, distributed, or sold; and e) arises out of operations that have been completed away from the premises. The insurance must be on an "occurrence" not a "claims made" basis. Defense costs must be paid in addition to limits. There must be no cross-liability exclusion for claims or suits by one insured against another. **The insurance must include a waiver of subrogation applicable to the insurance or self-insurance, a primary and non-contributory endorsement, and an additional insured endorsement, all in favor of the City, its officers, employees and agents, and volunteers.** Any endorsement restricting standard ISO "insured contract" language will not be accepted.
4. **Business Automobile Insurance.** The business automobile insurance coverage must be at least as broad as ISO Business Auto Coverage form CA 00 01, covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount stated above per combined single limit for each accident. **The insurance must include a waiver of subrogation applicable to the insurance or self-insurance, a primary and non-contributory endorsement, and an additional insured endorsement, all in favor of the City, its officers, employees, agents, and volunteers.**
5. **Workers' Compensation.** If Consultant has any employees, Consultant must maintain Workers' Compensation Insurance (statutory limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). **The insurance must include a waiver of subrogation endorsement in favor of City, its officers, employees, agents, and volunteers.**
6. **Umbrella or Excess Liability Insurance.** If an excess or umbrella liability policy is used to meet minimum limit requirements, the insurance must provide coverage at least as broad



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as specified for the underlying coverages. Any such coverage provided under an umbrella or excess liability policy must include a “drop-down provision” requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason. Coverage must be provided on a “pay-on-behalf” basis, with defense costs payable in addition to policy limits. There may be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. If Consultant obtains and maintains an excess liability policy, such policy must be excess over commercial general liability, automobile liability, and employer’s liability policies. Such policy or policies must include working that the excess liability policy follows the terms and conditions of the underlying policies. Coverage must be applicable to all insureds under the primary policies. **The insurance must include a waiver of subrogation applicable to the insurance or self-insurance, a primary and non-contributory endorsement, and an additional insured endorsement, all in favor of the City, its officers, employees and agents, and volunteers..** The scope of coverage provided is subject to approval of City following receipt of the required proof of insurance.

7. **Deductibles and Self-Insured Retention.** Any deductibles or self-insured retentions applicable to the insurance policies required under this Agreement must be declared to and approved by City. In no event may any required insurance policy have a deductible, self-insured retention or other similar policy provision in excess of \$50,000 without prior written approval by City in its sole discretion. At the option of City, either the insurer will reduce or eliminate such deductibles or self-insured retentions with respect to the City’s additional insureds or Consultant will procure a bond guaranteeing payment of any losses, damages, expenses, costs or settlements up to the amount of such deductibles or self-insured retentions.
8. **Certificates of Insurance and Endorsements; Notice of Termination or Changes to Policies.** Prior to commencing any services under this Agreement, Consultant must file with the City certificates of insurance and endorsements evidencing the existence of all insurance required by this Agreement, along with such other evidence of insurance or certified copies of policies as may reasonably be required by City. These certificates of insurance and endorsements must be in a form approved by the City’s legal counsel. Consultant must maintain current certificates and endorsements on file with City during the term of this Agreement reflecting the existence of all required insurance. Each of the certificates must expressly provide that no material change in the policy, or termination or cancellation of the required coverage, will be effective except upon 30 days’ prior written notice to City (except for nonpayment for which a 10-day notice is required). The delivery to City of any certificates of insurance or endorsements that do not comply with the requirements of this Agreement will not waive the City’s right to require compliance. In the event that Consultant’s policies are materially changed, Consultant must provide the City with at least 30 days’ prior written notice of the applicable changes. City reserves the right to require complete, certified copies of all required insurance policies at any time.
9. **Failure to Maintain Required Insurance.** If Consultant, for any reason, fails to have in place at all times during the term of this Agreement all of the required insurance coverage, the City may, but is not obligated to, obtain such coverage at Consultant’s expense and deduct the cost from the sums due Consultant. Alternatively, City may terminate the Agreement.
10. **Effect of Coverage.** The existence of the required insurance coverage under this Agreement will not be deemed to satisfy or limit Consultant’s indemnity obligations under this Agreement. Consultant acknowledges that the insurance coverage and policy limits set

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forth in this Agreement constitute the minimum coverage and policy limits required. Should any coverage carried by the Consultant or any subcontractor of any tier have limits of liability that exceed the limits or have broader coverage than required in this Agreement, those higher limits and that broader coverage are deemed to apply for the benefit of any person or organization included as an additional insured and those limits and broader coverage will become the required minimum limits and insurance coverage in all sections of this Agreement. Any insurance proceeds available to City in excess of the limits and coverages required by this Agreement, and which is applicable to a given loss, must be made available to City to compensate it for such losses.

- 11. Required Insurance for Subconsultants/Subcontractors.** Consultant agrees to ensure that any subconsultants/subcontractors providing services under this Agreement provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to review and monitor all such coverage and assumes responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement.
- 12. Right to Revise Insurance Specifications.** City reserves the right to change the amounts and types of insurance required by giving Consultant at least 90 days advance written notice of such change. If such change results in substantial additional cost to Consultant, the parties may renegotiate Consultant's compensation.
- 13. Timely Notice of Claims.** Consultant must give City prompt notice of claims made of lawsuits initiated that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability insurance policies.