

## **RESOLUTION NO. 2011-327**

Adopted by the Sacramento City Council

**JUNE 7, 2011**

### **APPROVING AGREEMENT WITH STEPHEN J. WAMPLER FOUNDATION, INC. FOR CITY STAFFING AND MANAGEMENT SERVICES AT THE WAMPLER FOUNDATION'S CAMP NEJEDLY DURING THE SUMMER OF 2011**

#### **BACKGROUND**

- A. The Stephen J. Wampler Foundation, Inc. has asked the Parks and Recreation Department's Access Leisure section to operate its summer wilderness camps for youth ages ten (10) to eighteen (18) with physical disabilities at Camp Nejedly for two weeks in the summer of 2011. All camp participants would apply through Access Leisure to attend. The City of Sacramento has been operating this same camp for city residents for the past six (6) years.
- B. Stephen J. Wampler Foundation, Inc. funds the cost to reserve the camp site, provide meals and equipment, and will reimburse the City for staffing costs up to \$78,817; therefore, no General Fund support is necessary.

#### **BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

- Section 1. The City Manager, or his designee, is authorized to execute an agreement with Stephen J. Wampler Foundation, Inc. for the City to provide staffing and camp management services for two one-week wilderness camps for disabled youth participating in the City's Access Leisure program at Camp Nejedly during the summer of 2011 for an amount not to exceed \$78,817. The City Manager may execute any amendments to increase the total consideration as may be needed to cover the City's costs operate these two camps.
- Section 2. The agreement described in Section 1 is attached as Exhibit A and made part of this Resolution.

**Table of Contents:**

Exhibit A - Stephen J. Wampler Foundation, Inc. for Camp Nejedly

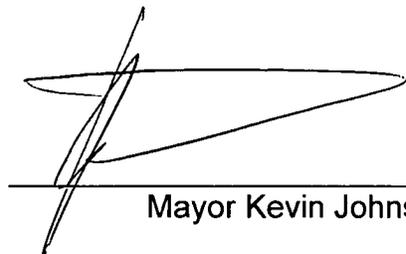
Adopted by the City of Sacramento City Council on May 24, 2011 by the following vote:

Ayes: Councilmembers Ashby, Cohn, D Fong, R Fong, McCarty, Schenirer, Sheedy, and Mayor Johnson.

Noes: None.

Abstain: None.

Absent: Pannell.



Mayor Kevin Johnson

Attest:



Shirley Concolino, City Clerk

**AGREEMENT  
BETWEEN THE CITY OF SACRAMENTO  
AND THE STEPHEN J. WAMPLER FOUNDATION, INC. FOR CAMP NEJEDLY**

This Agreement is made at Sacramento, California, as of \_\_\_\_\_, 2011 by and between the City of Sacramento, a municipal corporation ("City"), and the Stephen J. Wampler Foundation, Inc. (Wampler Foundation), a California non-profit corporation (Federal Tax ID 91-1773198). The City and Wampler Foundation may be referred to collectively as "Parties" or in the singular as "Party", as the context requires.

**RECITALS**

WHEREAS, children and young adults with physical disabilities such as muscular dystrophy, spinal cord injuries, and cerebral palsy can achieve a sustainable and life-changing sense of social, physical and mental accomplishment by participating in a genuine wilderness camping experience; and

WHEREAS, the Wampler Foundation seeks to provide an enriching summer camping program for children and young adults with physical disabilities at Contra Costa Youth Council's Camp Nejedly facility at Hawley Lake, located in the High Sierras of Northern California; and

WHEREAS, the Wampler Foundation seeks to enter into a contract with the City of Sacramento to coordinate, execute and operate a camping program at Camp Nejedly during two one-week sessions scheduled for July 19, 2011, through August 7, 2011; and,

WHEREAS, the City of Sacramento's Department of Parks and Recreation believes that recreation and leisure activities are essential to everyone's personal growth, positive self-esteem and relaxation.

THEREFORE, the Parties agree as follows:

1. **TERM.**

This Agreement shall be effective from the date it is executed by both Parties, through December 31, 2011, unless sooner terminated pursuant to the provisions of this Agreement.

2. **WAMPLER FOUNDATION RESPONSIBILITIES.**

Wampler Foundation shall perform the following tasks and obligations:

- A. Provide verification to the satisfaction of the City that the Wampler Foundation has been authorized to use the Contra Costa Youth Council's, Camp Nejedly, located at Hawley Lake, California;
- B. Determine camp participant criteria, program goals, days and sessions of operation and number of camp participants, in consultation with the City;
- C. Maintain and repair damage due to accidents or negligent use during annual camp sessions;

- D. The City shall not be responsible for the transportation of camp participants or City staff and volunteers to and from Camp Nejedly;
- E. Provide all of the funding for operation of the camping program as provided in the Budget Section of this Agreement including marketing, recruitment of camp participants, City staff and volunteers, and pre-planning and post-camp wrap-up of the camp season;
- F. During the entire term of this Agreement, maintain Commercial General Liability insurance with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage;

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

- (1) The City, its officials, employees and volunteers shall be covered as additional insured's as respects: liability arising out of activities performed by or on behalf of Stephen J. Wampler Foundation, Inc.; products and completed operations of Stephen J. Wampler Foundation, Inc.; premises owned, leased or used by Stephen J. Wampler Foundation, Inc.. The coverage shall contain no special limitations on the scope of the protection afforded to the City, its officials, employees or volunteers.
- (2) Stephen J. Wampler Foundation, Inc.'s insurance coverage shall be primary insurance as respects any allegation or claim of a dangerous condition of public property or any negligent act or omission or willful misconduct of Stephen J. Wampler Foundation, Inc., its officials, employees, or volunteers in connection with the performance or nonperformance of this Agreement. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be in excess of Stephen J. Wampler Foundation, Inc.'s insurance and shall not contribute with it as respects any allegation or claim of a dangerous condition of public property or any negligent act or omission or willful misconduct of Stephen J. Wampler Foundation, Inc., its officials, employees, or volunteers in connection with the performance or nonperformance of this Agreement.
- (3) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officials, employees or volunteers.
- (4) Coverage shall state that Stephen J. Wampler Foundation, Inc.'s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (5) The insurance policy required by this Agreement shall be endorsed to state that coverage's shall not be canceled except after thirty (30) days prior written notice has been given to the City. In addition, Stephen J. Wampler Foundation, Inc. agrees that it shall not reduce its coverage or limits on any such policy except after thirty (30) days prior written notice has been given to the City and the City approves the reduction in coverage or limits. Stephen J. Wampler Foundation, Inc. further agrees that it shall not increase any deductibles or self-insured retentions on any

such policy except after thirty (30) days prior written notice has been given to the City and the City approves such increase.

- G. Provide 4-wheel drive vehicles for Stephen J. Wampler Foundation, Inc. personnel and/or City Camp Nejedly employees and volunteers to use during the entire period of pre-camp, camp sessions, and post-camp clean up for purposes of transporting equipment, trash hauling, fresh food runs from Graeagle Store or River Pines Lodge and in case campers or staff need to seek medical attention at the Eastern Plumas District Hospital in Portola.

### 3. CITY'S RESPONSIBILITIES.

City shall perform the following tasks and obligations:

- A. Organize and operate all aspects of the camping program, excluding the transportation of camp participants and City staff and volunteers to and from Camp Nejedly;
- B. Recruit, screen and register camp participants based upon Wampler Foundation's camp criteria and guidelines; provided, however, camp participants need not be residents of the City as long as they meet all other requirements for participation in the camping program;
- C. Supervise recruit, train and monitor all City staff and volunteers conducting the camping program utilizing established City policies and procedures and guidelines for camp operations; provided, however, City staff and volunteers need not be residents of the City as long as they meet all other requirements for participation in the camping program;
- D. Maintain a 1:1 ratio of camp counselors to camp participants;
- E. The City shall be responsible for providing food service;
- F. Provide appropriate insurance coverage for the operation of the camping program which operates from July 19, 2011 through August 7, 2011. The City is self-insured for the first \$2,000,000 of auto and general liability and Worker's Compensation and will provide Wampler Foundation with a letter verifying self-insurance, upon request. The City's insurance coverage shall be primary insurance as respects to any allegation or claim of any negligent act or omission or willful misconduct of the City, its officials, employees, or volunteers in connection with the camping program defined in this agreement;
- G. Operate the camping program consistent with standards and guidelines for comparable operations as identified by the American Camping Association;
- H. Prepare detailed meal plan and submit to Wampler Foundation for approval;
- I. Provide Wampler Foundation with a full report and evaluation including a financial report within one hundred and twenty (120) days of the conclusion of the camp season which ends on August 7, 2011;
- J. The City shall conduct a criminal background check on all camp volunteers who will have supervisory or disciplinary authority over camp participants. Moreover,

the City shall have sole discretion to determine who is pre-approved to enter the Hawley Lake property for the eighteen days of the camping program for either a day visit or to stay residentially (overnight). This camp is a completely tobacco and alcohol free zone. All parties must adhere to this policy. The City shall have the authority to require any unauthorized visitors to leave Camp Nejedly facility; and;

- K. The City shall be responsible for design, ordering, and payment of all camper, staff, and volunteer camp tee shirts, which design shall include the Wampler Foundation's Camp Nejedly logo and the City of Sacramento Access Leisure logo. Camp tee shirts are to be ordered from Elizabeth Baker, a Wampler Foundation vendor.
- L. Arrange for and coordinate all logistical aspects of the camping program including, but not limited to, transportation of camp participants, City staff and volunteers to and from Camp Nejedly, as well as capital items and food supplies into Camp Nejedly.

#### 4. CRISIS MANAGEMENT.

The Parties shall jointly develop and implement a plan which clearly defines the procedures to be followed, including respective roles and responsibilities, in the event of circumstances requiring the emergency evacuation of camp participants, staff, or volunteers; Wampler Foundation shall assume the lead responsibility of annually maintaining this plan, and will procure additional insurance to cover emergency evacuation-related expenses.

#### 5. BUDGET.

A. The City has prepared a budget for Wampler Foundation's approval attached as Exhibit A based on the items listed below:

- (1) All of the fixed personnel costs of operating the camping program regardless of the length of each camp session and/or the number of camp participants enrolled and City staff required. These costs would include, but not be limited to, the following:
  - a. City staff time to plan, organize and evaluate the camping program;
  - b. City staff time and materials to recruit, screen and register camp participants;
  - c. City staff time (Camp Director and four Activity Leaders – Waterfront, Nature, Music and Drama and Arts and Crafts) required to conduct the camp sessions regardless of the number of participants.
- (2) Identify all of the personnel costs related to individual camp participants and days of each session. These costs would include, but not be limited to, the following:
  - a. City staff based on a 1:1 ratio of camp counselor to camp participant to include meal costs and training time.

B. The City may submit up to two (2) invoices to Wampler Foundation for approved expenditures. The cumulative total of the two (2) invoices shall not exceed \$78,816.19.

The first invoice (\$6,000) shall be submitted on June 30, 2011. The second invoice shall be submitted within one hundred and twenty (120) days of the conclusion of the camp season. Payment to the City shall be made within a reasonable time after receipt of the City's invoice. Moreover, the City of Sacramento, Access Leisure will work in good faith to reduce the labor cost for the camp program by identifying, screening and training appropriate volunteer staff through its recruitment of nursing, kinesiology, recreation, therapeutic recreation, and special education students, as well as the general student population, at California State University, Sacramento.

C. Wampler Foundation shall be responsible for the replacement of all Wampler Foundation leased or owned equipment and/or fixed assets that may be damaged, lost or stolen, provided the City has used appropriate procedures in the utilization or security of such equipment and/or assets.

D. City may terminate this Agreement for its convenience if Camp Nejedly is inaccessible due to snow or other conditions as of July 1st so as to provide sufficient time to cancel the camp participant reservations and the employee and volunteer agreements. In that event, City shall provide written notice to Wampler Foundation explaining the circumstances justifying termination of this Agreement and City shall not be obligated to reimburse Wampler Foundation for the \$6,000 in pre-camp expense payment. If the Camp Nejedly program must be cancelled due to circumstances beyond the control of City, Wampler Foundation will pay City a lump sum of \$15,000 to cover City's costs to provide an alternative recreation program for children and young adults with physical disabilities through City's Access Leisure program. This alternate camp is to be solely determined by the City of Sacramento Access Leisure program.

## 6. INDEMNITY.

Wampler Foundation shall fully defend, indemnify and save harmless, the City, its officials, employees, and volunteers, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by the City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), to which any or all of them may be subjected, to the extent such Liabilities are caused by, or result from, any allegation or claim of a dangerous condition of public property or any negligent act or omission or willful misconduct of Stephen J. Wampler Foundation, Inc., its officials, employees, or volunteers in connection with the performance or nonperformance of this Agreement.

The City shall fully defend, indemnify and save harmless, Stephen J. Wampler Foundation, Inc., its officials, employees, and volunteers, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by Stephen J. Wampler Foundation, Inc., attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), to which any or all of them may be subjected, to the extent such Liabilities are caused by, or result from, any negligent act or omission or willful misconduct of the City, its officials, employees, or volunteers in connection with the performance or nonperformance of this Agreement.

The indemnity provisions of this Agreement shall survive the expiration or earlier termination of this Agreement.

7. NO JOINT VENTURE.

The City is an independent contractor, and this Agreement does not establish any partnership, joint venture, or other relationship between the Parties.

8. NO GRANT OF AGENCY.

Except as the Parties may specify in writing, neither Party shall have authority, express or implied, to act on behalf of the other Party in any capacity whatsoever as an agent. Neither Party shall have any authority, express or implied, pursuant to this Agreement, to bind the other Party to any obligation whatsoever.

9. NON-WAIVER.

Waiver of any breach of, or default under, this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.

10. DISPUTE RESOLUTION.

The Parties shall meet and attempt, in good faith and using their best and reasonable efforts, to resolve any breach or dispute arising under this Agreement. If such breach or dispute is not resolved by the Parties, then the Parties may submit the dispute to an independent mutually-agreed upon arbitrator. The arbitrator shall resolve the dispute based upon a reasonable interpretation of this agreement, the documentation provided by the Parties, and such other information deemed by the arbitrator to be relevant to the dispute. The decision of the arbitrator shall be advisory and not binding on the Parties. Nothing in this agreement shall prohibit the Parties from agreeing to allow the arbitrator to attempt to mediate the dispute prior to hearing the matter and issuing a decision.

11. CANCELLATION FOR BREACH.

Should the City or Wampler Foundation fail to substantially perform its obligations in accordance with the provisions of this Agreement, the other Party shall, only after utilizing the dispute resolution provisions in Section 10, above, have the right to cancel this Agreement by giving written notice and specifying the effective date of such cancellation ("Cancellation Date"), which shall be not less than fifteen (15) days after the date of said notice. In the event of such cancellation, City shall be paid for its services performed to the Cancellation Date. The foregoing notwithstanding, neither of the Parties waives their right to recover damages against the other for breach of this Agreement, including, without limitation, any amount necessary to compensate one Party for all detriment proximately caused by the other Parties failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result there from.

12. ENTIRE AGREEMENT; MODIFICATION.

This Agreement contains all of the terms and conditions as agreed upon by the Parties, and supersedes any and all oral or written communications by and between the Parties.



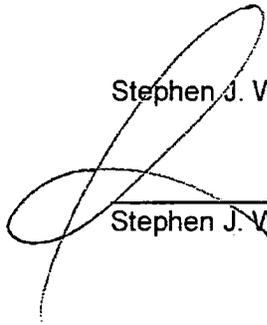
Sacramento, CA 95814

Notice to Wampler Foundation: Stephen J. Wampler  
Stephen J. Wampler Foundation, Inc.  
941 Orange Avenue, Suite 440  
Coronado, CA, 92118

Any Party who desires to change its address for notice may do so by giving notice as described above.

The Parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

Stephen J. Wampler Foundation, Inc

  
\_\_\_\_\_  
Stephen J. Wampler

City of Sacramento

\_\_\_\_\_  
William H. Edgar, Interim City Manager

Approved as to Form:

  
\_\_\_\_\_  
Senior Deputy City Attorney

Attest:

\_\_\_\_\_  
City Clerk

Exhibit A

<b>Staff numbers</b>	
Access Leisure Camp Director – One person x 2 weeks (Same Access Leisure staff member will serve as Camp Director for both weeks)	2
Number of Access Leisure camp counselor staff- 16 per week x 2 weeks	32
Number of Waterfront Director- One per week x 2 weeks	2
Number of Art, Craft, Drama and Music Director- One per week x 2 weeks	2
Number of Access Leisure Nursing staff- 1 per week x 2 weeks	2
Number of First Cooks- One per week x 2 weeks	2
Number of Assistant Cooks- One per week x 2 weeks	2
<b>Total number from City of Sacramento, Access Leisure Staff on site for WAMPLER FOUNDATION 2011 week one and week two combined</b>	<b>44</b>

<b>Number of Campers</b>	
Number of Campers- 16 per week x two weeks	32
<b>Total number Campers</b>	<b>32</b>

<b>Expenditures by City of Sacramento to be reimbursed by WAMPLER FOUNDATION</b>	
Camp Director preparation time to plan camp, hire all camp staff, recruit and register all campers, prepare and transport equipment prior to camp start date, and complete camp evaluation-	\$8,101.08
Clerical Staff to process camper registration materials, confirmation packets and ordering of food via phone during two weeks of camp	\$700.00
Staff / Volunteer training materials and meals for WAMPLER FOUNDATION camp	\$ 300.00
Camp Director's staff time during WAMPLER FOUNDATION week number one and two combined	\$9,830.06
Camp Counselor's staff hour's week number one and two combined. 16 staff per week = 32 total	\$37,645.12
Camp Waterfront Director- week number one and two combined	\$2,109.82
Camp Arts, crafts, music, and drama director- one per week x 2 weeks	\$2,109.82
Camp Nurse- one per week x 2 weeks	\$2,457.00
First Cook- One per week x 2 weeks	\$1,850.36
Assistant Cook- One per week x 2 weeks	\$1,149.93
Recreational, camping, and food supplies and all arts and craft supplies to be purchased by the Camp Director	\$2,700.00
Purchase of food for campers and staff	\$4,000.00
City of Sacramento vehicle use	\$3,200.00
<b>Total projected expenditures by City of Sacramento to be reimbursed by Stephen J. Wampler Foundation, Inc.</b>	<b>\$78,816.19</b>

**Contra Costa Youth Council**  
**3222 Los Palos Circle**  
**Lafayette, CA 94549**

---

a 501(c)(3) tax exempt non-profit corporation, federal tax I.d. number 91-1773198

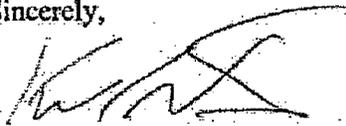
December 13, 2010

Annie Desalernos  
Program Supervisor  
City of Sacramento, Department of Parks and Recreation  
Access Leisure  
1331 Garden Highway  
Sacramento, CA, 95833

Dear Ms. Desalernos:

Let this letter stand as an official confirmation that the Stephen J. Wampler Foundation has requested and been authorized to use the Contra Costa Youth Council's, Camp Nejedly, located at Hawley Lake, California, from July 19, 2011 through August 7, 2011. The Contra Costa Youth Council has authorized this use free of charge, and is happy to provide a true outdoor experience for youth with physical disabilities. Thank you very much for utilizing our camp.

Sincerely,



Ken Webster, President  
Contra Costa Youth Council



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: PC

DATE (MM/DD/YYYY)

04/01/11

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 BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE 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, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>Chapman</b> License #0522024 P. O. Box 5455 Pasadena, CA 91117-0455	626-405-8031 626-405-0585	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: <b>STEPH-2</b>	FAX (A/C, No):
INSURED <b>Stephen J. Wampler Foundation Inc.</b> 924 D Ave San Diego, CA 92118	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: <b>NIAC</b>		<b>10023</b>
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	201129212NPO	01/06/11	01/06/12	EACH OCCURRENCE \$ <b>1,000,000</b>
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>500,000</b>					
						MED EXP (Any one person) \$ <b>20,000</b>
						PERSONAL & ADV INJURY \$ <b>1,000,000</b>
						GENERAL AGGREGATE \$ <b>3,000,000</b>
						PRODUCTS - COMP/OP AGG \$ <b>3,000,000</b>
						\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		201129212NPO	01/06/11	01/06/12	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
	BODILY INJURY (Per person) \$					
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
						\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$
						AGGREGATE \$
						\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			WC STATUTORY LIMITS OTHER
A	Commercial Applica		201129212NPO	01/06/11	01/06/12	E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Certificate holder is named additional insured with respect to the operations of the named insured per the attached CG 2010 endorsement.

**CERTIFICATE HOLDER****CANCELLATION**

<b>CITYSAC</b>  City of Sacramento Risk Management Division 915 I Street, 4th Floor Sacramento, CA 95814	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

© 1988-2009 ACORD CORPORATION. All rights reserved.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Sacramento Risk Management Division 915 I Street, 4th Floor Sacramento, CA 95814	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.