

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: The Honorable City Council
FROM: Mike Atkin, Recreation and Community Services Manager *MA*
DATE: March 3, 2008 (Meeting of March 19, 2008)
SUBJECT: Consider Use Agreement with United States Youth Volleyball League (USYVL)

BACKGROUND

In 1997 and then again in 2002, the City Council approved use agreements with the major youth sports organizations in Moorpark. Among other things, the agreements identify parks and park amenities, use dates, site and amenity improvements, and maintenance responsibilities granted to each organization. The annual use fee for those organizations using sports fields is \$1.00 per year; Moorpark Basketball Association pays a reduced hourly use fee for the use of the Arroyo Vista Recreation Center (AVRC) gymnasium. Moorpark Girls Softball Association, AYSO, and Packer Football also pay for the use of the concession stands at AVCP from the proceeds of their food sales.

DISCUSSION

City Council is being asked to approve a new 56 month (4 year, eight month) agreement with USYVL, that would recognize USYVL as a Moorpark youth sports organization in the way the Moorpark Packers, American Youth Soccer Organization (AYSO) Moorpark Girls Softball, etc. are currently recognized. The term of this agreement will put USYVL on the same annual renewal time period as the other major youth sports organizations.

USYVL is a non-profit 501c3 organization that, much like AYSO, is a national organization with a division in Moorpark. The Moorpark Division serves primarily Moorpark youth. As with other youth sports organization Agreements, that were recently approved by Council, language has been added to the proposed agreement requiring USYVL to adhere to the City's sign policy and providing for the implementation of a non-resident player fee at the City's discretion.

The agreement allows for USYVL to have use of athletic field and park area at Campus Canyon Park (Spring Season) which runs from April 1 through June 30 and athletic field and park area at Poindexter Park (Fall Season) which runs from September 1 through November 30. As with all other youth sports organizations, USYVL agrees that in order to retain the rights granted under the Agreement, it must maintain a membership (players) that consists of no less than 75 (seventy-five) members and at least 80 (eighty) percent of the membership must live within the Moorpark City limits. Upon request, USYVL agrees to provide to City a list of players' names and addresses to be used to verify residency. If USYVL fails to achieve the membership residency requirement, the City, at its sole discretion may impose additional rental fees.

While the youth sports groups who enter into use agreements with the City have primary rights to use the facilities granted in the agreement during the dates identified, the City maintains its exclusive right to manage the use of its facilities, including the softball and baseball fields, and to allow for their use by other groups or individuals when they are not in use by the aforementioned parties. Additionally, the City may preempt the use of said facilities upon thirty days written notice. Each Use Agreement also includes a Use Fee Adjustment provision that allows the City to adjust use fees thirty days before the start of each respective season, upon written notice.

STAFF RECOMMENDATION

Approve a Use Agreement with United States Youth Volleyball League (USYVL) subject to final language approval of the City Manager and City Attorney, and authorize the City Manager to execute the agreement on behalf of the City.

Attachment A: USYVL Agreement

AGREEMENT BETWEEN THE CITY OF MOORPARK
AND UNITED STATES YOUTH VOLLEYBALL LEAGUE

THIS USE AGREEMENT (hereinafter "Agreement") is made and entered into as of this _____ day of _____, 2008 by and between the CITY OF MOORPARK (hereinafter "City") and UNITED STATES YOUTH VOLLEYBALL LEAGUE, Inc. a non profit corporation (hereinafter "USYVL").

THE PARTIES AGREE THAT:

Section 1. PREMISES

City, in consideration of the fees to be paid and of the indemnification, covenants, and agreements agreed to herein, hereby grants to USYVL, and USYVL hereby accepts from City, the use of certain real property and associated facilities and equipment including but not limited to the athletic field and park area at Campus Canyon Park (Spring Season) which runs from April 1 through June 30 (hereinafter "CCP") and athletic field and park area at Poindexter Park (Fall Season) which runs from September 1 through November 30 (hereinafter "PP") described in Exhibits "A" & "B" attached hereto and by this reference incorporated herein, together with any and all improvements thereon (all of which are hereinafter referred to as the "Premises").

Section 2. TERM

The term of this Agreement shall be for the period of time commencing on April 1, 2008 and ending on November 30, 2012 provided however, that City's obligations hereunder shall be contingent upon USYVL's payment in full of all use and related fees and fulfillment of all obligations as set forth in this Agreement.

This Agreement may be terminated by either party with or without cause by providing written notice no less than thirty (30) days in advance of such termination.

Section 3. USE FEES

USYVL further agrees to pay the City at time of execution of Agreement, in total, annual use fees as follows:

- A. One Dollar (\$1.00) for the period of April 1, 2008, through March 31, 2009, and for every year thereafter on April 1 through the term of Agreement for the use of Park Area; and

- B. In order for USYVL to retain the rights granted under the Agreement, it must maintain a membership (players) that consists of no less than 75 (seventy-five) members and at least 80 (eighty) percent of the membership must live within the Moorpark City limits. Upon request, USYVL agrees to provide to City a list of players' names and addresses to be used to verify residency. If USYVL fails to achieve the membership residency requirement, the City, at its sole discretion, may terminate this agreement or impose additional rental fees.

Section 4. ADJUSTMENTS OF USE FEES

Beginning April 1, 2009, and for each year this Agreement is in effect, the City may adjust the Use Fees, referenced in Section 3.A, by giving USYVL written notice prior to February 1, of each year. Furthermore, USYVL agrees to work with the City to implement a non-resident Use Fee if so directed by City. If no such notification is given, the Use Fees for the next year shall be the same amount as the prior year, except for reasons provided in 3.B of this Agreement.

Section 5. USE

The Premises shall be used for the following specified purposes only and shall not be used for any other purpose without the prior written consent of the City:

- A. The field portion of Premises shall be used for USYVL's authorized games, practices, and training sessions for coaches and referees tied specially to official seasons including practices, held year-round. A schedule of said practices shall be furnished to the Director of Parks, Recreation & Community Services and/or his/her designee for the City's written approval prior to January 1 of each year, and a schedule of said games will be furnished 30 days prior to each season, which approval shall not be unreasonably withheld.
- B. At all times, City retains the right to use Premises at its discretion for City sponsored and co-sponsored events upon no less than thirty (30) days written notice to USYVL. During the fall season, the general public shall have access to and use of said Premises at a time of day and or on a day that is not included in the schedule submitted by USYVL in writing and approved in writing by the City. USYVL shall not have priority use of Premises outside of the approved schedule. Any changes made to the schedule provided by USYVL shall be furnished in writing no less than 30 days prior to the change.
- C. The sale and consumption of food and beverages shall be at the discretion of USYVL with the exception that no alcoholic beverages shall

be sold or consumed on Premises. USYVL shall obtain all required health and other permits for the preparation and sale of food and beverages.

- D. In the event the turf is too wet to conduct soccer games or practices without causing damage, as solely determined by the City, USYVL agrees to cancel its scheduled game or practice.
- E. USYVL agrees not to drive any vehicle, or allow any vehicle to be driven onto the Premises or any area of Campus Canyon Park or Poindexter Park without the written consent of the City.
- F. USYVL agrees not to store or leave any equipment on any park grounds without written consent of the City.
- G. If requested, USYVL agrees to provide the City with a certified accounting of its financial status each year. Also included shall be the number of participants registered in the program and the number of participants and Moorpark residents.
- H. USYVL shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with USYVL's use of the Premises to the City Manager or his/her designee, in writing within twelve hours of occurrence.

Section 6. SIGNS

USYVL agrees not to permit the construction or placement of any sign, signboard or other form of outdoor advertising on the Premises without the prior written consent of the City. In the event of a violation of this provision by USYVL or any one claiming under USYVL, USYVL hereby authorizes City as USYVL's Agent, to enter the Premises and to remove and dispose of any such sign, signboard or other advertising, and to charge the cost and expense of any such removal and disposal to USYVL who agrees to pay the same upon demand.

This provision does not exclude the use of identification banners for individual teams and sponsors, which may be displayed during games and shall be removed following the end of each game.

Section 7. INDEMNIFICATION AND HOLD HARMLESS

USYVL hereby agrees to hold harmless and indemnify City, its officers, agents, and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising or growing out of loss or damage to property, including City's own personal property, or injury to or death of persons, including employees of City, resulting in any manner whatsoever directly or indirectly, by reason of this Agreement or the

use of the Premises by USYVL or any person claiming use under or through USYVL unless such loss, damage, injury, or death is due to the sole negligence of the City. USYVL shall also hold the City harmless from all costs and expenses, including costs of investigation arising out of or incurred in the defense of any claim, proceeding, or action brought for injury to persons or damage to property, resulting from or associated with the use of said Premises under this Agreement and shall further save and hold harmless the City from any and all orders, judgments, and decrees which may be entered in any and all such suit or actions. USYVL and all others using Said Premises under this Agreement hereby waive any and all claims against the City of damage to persons or property in, or about said Premises.

The City does not, and shall not, waive any rights that it may have against USYVL by reason of this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. Said hold harmless and indemnification provision shall apply regardless of whether or not said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense described in this Section. The provisions of this Section 7 shall survive the expiration or termination of this Agreement.

USYVL waives any right of recovery against the City, its officers, employees, and agents for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond their control. USYVL shall not charge results of "acts of God" to the City, its officers, employees, or agents.

USYVL waives any right of recovery against the City, its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with USYVL's use of Premises and adjoining property, even if the City, its officers, employees, and agents seek recovery against USYVL.

Section 8. LIABILITY INSURANCE

As a condition precedent of the effectiveness of this Agreement, USYVL shall procure, and thereafter maintain in full force and effect at USYVL's sole cost and expense, a public liability insurance policy as specified in Exhibit "C" attached hereto and incorporated herein by this reference as though set forth in full.

Section 9. CASUALTY INSURANCE

The parties each specifically acknowledge that City shall not be obligated to keep the Premises insured against fire, or any other insurable risk. USYVL hereby and forever waives all right to claim or recover damages from City in any amount as the result of any damage to the Premises by fire, earthquake, flooding, storm or any other cause.

Section 10. IMPROVEMENTS

USYVL shall not make any alterations, additions, or improvements upon the Premises without the prior written consent of the City. All alterations, additions and improvements shall be done in a good and workmanlike manner and diligently prosecuted to completion, and shall be performed and maintained in strict accord with all Federal, State, County, and local laws, ordinances, codes and standards relating thereto. Performance of work shall be subject to City monitoring and inspection. At City's sole discretion, work may be stopped if it does not conform to City specifications and standards. Unless otherwise expressly agreed to in writing by the City, any alterations, additions and improvements shall remain on and be surrendered with the Premises upon the expiration or termination of this Agreement. USYVL shall timely pay all costs associated with any and all improvements, and shall keep the Premises free and clear of all mechanics liens. USYVL agrees to and shall indemnify, defend and save City free and harmless against all liability, loss, damage, costs, attorney's fees and other expenses of any nature resulting from any USYVL alterations, additions or improvements to the Premises.

At such time as USYVL vacates Premises, all improvements to Premises not already owned by City shall become the property of the City unless otherwise authorized by City in writing.

Section 11. FLAMMABLE MATERIAL, WASTE AND NUISANCES

USYVL agrees that it will not place or store any flammable materials on the Premises, that it will not commit any waste or damage, nor suffer any to be done. USYVL also specifically agrees that it will not allow others to take such actions on the Premises. USYVL further agrees that it will keep the Premises clean, free from weeds, rubbish and debris and in a condition satisfactory to City.

USYVL shall also provide adequate controls for dust, odors, noise which may emanate from the Premises or from USYVL's activities on adjacent property and take appropriate steps necessary to prevent dust contamination of City's facilities located on, near or adjacent to the Premises. USYVL agrees to take preventative action to eliminate such dust, odor, noise or any other nuisance which may disturb the adjacent or nearby community and agrees to be responsible for and to assume all liability for such dust, odor, noise or other nuisance disturbances. USYVL also agrees that it shall not use amplified sound or field lighting on Premises for any reason, without the prior written consent of City.

Notwithstanding the above, USYVL shall not install, operate or maintain, or cause, or permit to be installed, operated or maintained any electrically charged fence on the Premises.

Section 12. PESTICIDES AND HERBICIDES

USYVL agrees that prior to any application of either pesticides or herbicides, it shall receive written consent from City, and further any pesticide or herbicide applications on the Premises shall be made in accordance with all Federal, State, County and local laws. USYVL further agrees to dispose of any pesticides, herbicides or any other toxic substances, which are declared to be either a health or environmental hazard in such a manner as prescribed by law. This shall include, but shall not be limited to, contaminated containers, clothing, equipment or any other contaminated material.

Section 13. STORAGE TANKS

Notwithstanding anything to the contrary set forth in this Agreement, USYVL shall not have the right to install underground or above ground storage tanks, as defined by any and all applicable laws or regulations, without the prior written consent of the City.

Section 14. HAZARDOUS MATERIALS INDEMNITY

USYVL hereby agrees to indemnify and hold harmless City, and its respective officers, employees, and agents, from and against any and all claims, actions, losses, liabilities, costs and expenses: (a) including, without limitation, all foreseeable and all unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage or disposal of Hazardous Material on the Premises by USYVL; and (b) including, without limitation, the cost of any required or necessary repair, cleanup, or detoxification and the preparation of any closure or other required plans, to the full extent that such action is attributable, directly or indirectly, to the presence, or use, generation, storage, release, threatened release, or disposal of Hazardous Materials on the Premises by USYVL. As used in this Section, Hazardous Materials means any flammable explosives, radioactive materials, asbestos, PCBs, hazardous water, toxic substances of related materials, including, without limitation, substances, defined as "hazardous substances", "hazardous materials", or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 USC, Section 9601, et seq.; the Resource Conservation and Recovery Act, 42 USC, Section 6901, et seq.; the Toxic Substances Control Act, 15 USC, Section 2601, et seq.; any other Federal, State or local law applicable to the Premises; and in the rules and regulations adopted or promulgated under or pursuant to any of said laws. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

Section 15. MAINTENANCE

Except as specifically provided for in the Agreement, all maintenance of, and repairs to Premises shall be done at City's sole discretion and shall be performed

by City force account or by City's authorized agent unless approved by City in writing. All maintenance and repair authorized to be performed by USYVL shall adhere to City specifications and standards. All improvements shall meet City and other applicable codes, regulations, and standards including but not limited to building and zoning codes.

During the period of April 1 through June 30 and September 1 through November 30 USYVL shall be responsible to perform the following maintenance on Premises:

1. Set up temporary volleyball courts on designated grass area using cones, string, poles and nets, all supplied by USYVL at its own expense. All materials and equipment will be taken down and stored off site at the end of each day. Any alternative methods for marking volleyball court lines must receive written approval of City in advance.
2. Pick up trash on and around Premises and provide for additional trash containers if needed and so directed by City. On each day of use following the last scheduled game or practice, empty contents of trash containers into trash dumpster.
3. In the event USYVL desires additional field maintenance, such as, but not limited to, weeding, aeration, mowing, and fertilization, above and beyond that which is routinely provided for by the City, it shall first seek the written approval of the City. Any such additional maintenance work approved by the City in writing shall be provided and paid for solely by USYVL and any such approved work shall comply with City standards.
4. USYVL agrees not to store any equipment, including, but not limited to volleyball nets and standards, field grooming and field lining equipment on premises without first obtaining written approval from City.
5. USYVL may elect to participate in the City recycling program. If USYVL elects to participate they agree to:
 - a. Collect recyclable drink containers from games and practices
 - b. Remove recyclable items from park grounds
 - c. Provide the City with receipt generated from recycling center that shows the weight and dollar value of all recycled materials

City agrees to

- a. Provide recycling containers
- b. Allow USYVL to keep any funds generated from recycling program

City shall not be obligated to repair, replace or maintain the Premises in any

manner throughout the term of this Agreement. City shall not be obligated to perform any precautionary or preventative measures with respect to the Premises, including, but not limited to drainage and flood control measures. Should City perform any of the foregoing, such services shall be at the sole discretion of City, and the performance of such services shall not be construed as an obligation or warranty by City of the future or ongoing performance of such services.

Section 16. ENTRY BY CITY

City may enter upon the Premises at all reasonable times to examine the condition thereof, and for the purpose of providing maintenance and making such repairs as City desires to make.

Section 17. GOVERNING LAW

USYVL agrees that in the exercise of its rights under this Agreement, USYVL shall comply with all applicable Federal, State, County and City laws and regulations in connection with its use of the Premises. The existence, validity, construction, operation and effect of this Agreement and all of its terms and provisions shall be determined in accordance with the laws of the State of California.

Section 18. DISCRIMINATION

USYVL agrees not to discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of the Premises.

Section 19. ASSIGNMENT AND SUBLETTING

USYVL shall not assign this Agreement, or any interest therein, and shall not assign use of the Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents and servants of USYVL excepted) to occupy or use the Premises, or any portion thereof, without the prior written consent of City. A consent to one assignment, subletting, occupation, or use by another person shall not be deemed to be consent to any subsequent assignment, subletting, occupation, or use by another person. This Agreement shall not, nor shall any interest therein, be assignable, as to the interest of USYVL, by operation of law, without the written consent of City. Any assignment or subletting without such consent shall be void, and shall, at the option of the City, terminate this Agreement. No legal title or interest in Premises is created or vested in USYVL by this Agreement.

Section 20. INSOLVENCY OR BANKRUPTCY

If USYVL shall be adjudged bankrupt or insolvent, this Agreement shall thereupon immediately terminate and the same shall not be assignable by any process of law, or be treated as an asset of the USYVL under such adjudication, nor shall it pass under the control of any trustee or assignee by virtue of any process in bankruptcy or insolvency, or by execution or assignment for the benefit of creditors. If any such event occurs, this Agreement shall immediately become null and void and of no effect, and City may thereupon repossess said Premises and all rights of the USYVL thereupon shall cease and terminate.

Section 21. DEFAULT OR BREACH

Except as otherwise provided, at any time one party to this Agreement is in default or breach in the performance of any of the terms and conditions of this Agreement, the other party shall give written notice to remedy such default or breach. If default or breach is remedied within 30 days following such notice, then this Agreement shall continue in full force and effect. If such default or breach is not remedied within 30 days following such notice or if the nature of the default is such that it cannot reasonably be cured within 30 days, if USYVL fails to commence to cure within the 30 day period, the other party may, at its option, terminate this Agreement. Such termination shall not be considered a waiver of damages or other remedies available to either party because of such default or breach. Each term and condition of this Agreement shall be deemed to be both a covenant and a condition.

Section 22. INTERPRETATION

Should interpretation of this Agreement, or any portion thereof, be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and shall not be interpreted against either party on the ground that the party prepared the Agreement or caused it to be prepared.

Section 23. WAIVER

A waiver by either party or any default or breach by the other party in the performance of any of the covenants, terms or conditions of this Agreement shall not constitute or be deemed a waiver of any subsequent or other default or breach.

Section 24. ACQUIESCENCE

No acquiescence, failure or neglect of any party hereto to insist on strict performance of any or all of the terms hereof in one instance shall be considered or constitute a waiver of the rights to insist upon strict performance of the terms hereof in any subsequent instance.

Section 25. PARTIES BOUND AND BENEFITED

The covenants and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.

Section 26. CONDEMNATION

If the whole of the Premises should be taken by a public authority under the power of eminent domain, then the term of this Agreement shall cease on the day of possession by the public authority. If a part only of the Premises should be taken under eminent domain, USYVL shall have the right to either terminate this Agreement or to continue in possession of the remainder of the Premises. If USYVL remains in possession, all of the terms hereof shall continue in effect, with the fees payable being reduced proportionately for the balance of the Agreement term.

Section 27. TIME

Time is of the essence of this Agreement.

Section 28. REMEDIES

In case of the failure or refusal of USYVL to comply with and perform each and all of the terms and covenants on its part herein contained, this Agreement and all rights hereby given shall, at the option of City, cease and terminate, and City shall have the right forthwith to remove USYVL's personal property from the Premises at the sole cost, expense and risk of USYVL, which cost and expense USYVL agrees to pay to City upon demand, together with interest thereon at the maximum rate allowed by law from the date of expenditure by City.

Section 29. ATTORNEY'S FEES

In case City shall bring suit to compel performance of or to recover for breach of any covenant, agreement or condition herein contained and such suit results in a judgment for City, USYVL will pay to City reasonable attorney's fees in addition to the amount of judgment and costs.

Section 30. NOTICES AND PAYMENTS

All notices required under this Agreement including change of address shall be in writing, and all notices and payments shall be made as follows:

- A. All payments and notices to USYVL shall be given or mailed to the current USYVL President/Commissioner. It is the responsibility of USYVL to

notify City when there has been a change with regard to the individual serving as President/ Commissioner and to provide the City with name, address, and 24-hour contact phone number of the new President/Commissioner:

UNITED STATES YOUTH VOLLEYBALL LEAGUE
15352 Bambi Court
Moorpark CA 93021
24-Hour Emergency Contact Person: Lori McCarter
Phone Number: (805) 523-0421

B. All payments and notices to City shall be given or mailed to:

City of Moorpark
Director of Parks, Recreation & Community Services
With a copy to the City Clerk
799 Moorpark Avenue
Moorpark, CA 93021
Phone Number: (805) 517-6216

Section 31. PARTIAL INVALIDITY

If any term, covenant, condition or provision of this Agreement is found by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Section 32. GENDER AND NUMBER

For the purpose of this Agreement wherever the masculine or neuter form is used, the same shall include the masculine or feminine, and the singular number shall include the plural and the plural number shall include the singular, wherever the context so requires.

Section 33. PARAGRAPH HEADINGS

Paragraph headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

Section 34. MODIFICATION

This Agreement may be terminated, extended or amended in writing by the mutual written consent of the parties hereto. Such amendments may be executed by the City Manager on behalf of the City.

Section 35. VENUE

This Agreement is made, entered into, executed in Ventura County, California, and any action filed in any court for arbitration for the interpretation, enforcement or other action of the terms, conditions or covenants referred to herein shall be filed in the applicable court in Ventura County, California.

Section 36. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties, and supersedes all previous negotiations and understandings between the parties. There are no representations, warranties or commitments, oral or written, other than those expressly set forth herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative as of the date first written above.

City of Moorpark
LEAGUE

UNITED STATES YOUTH VOLLEYBALL

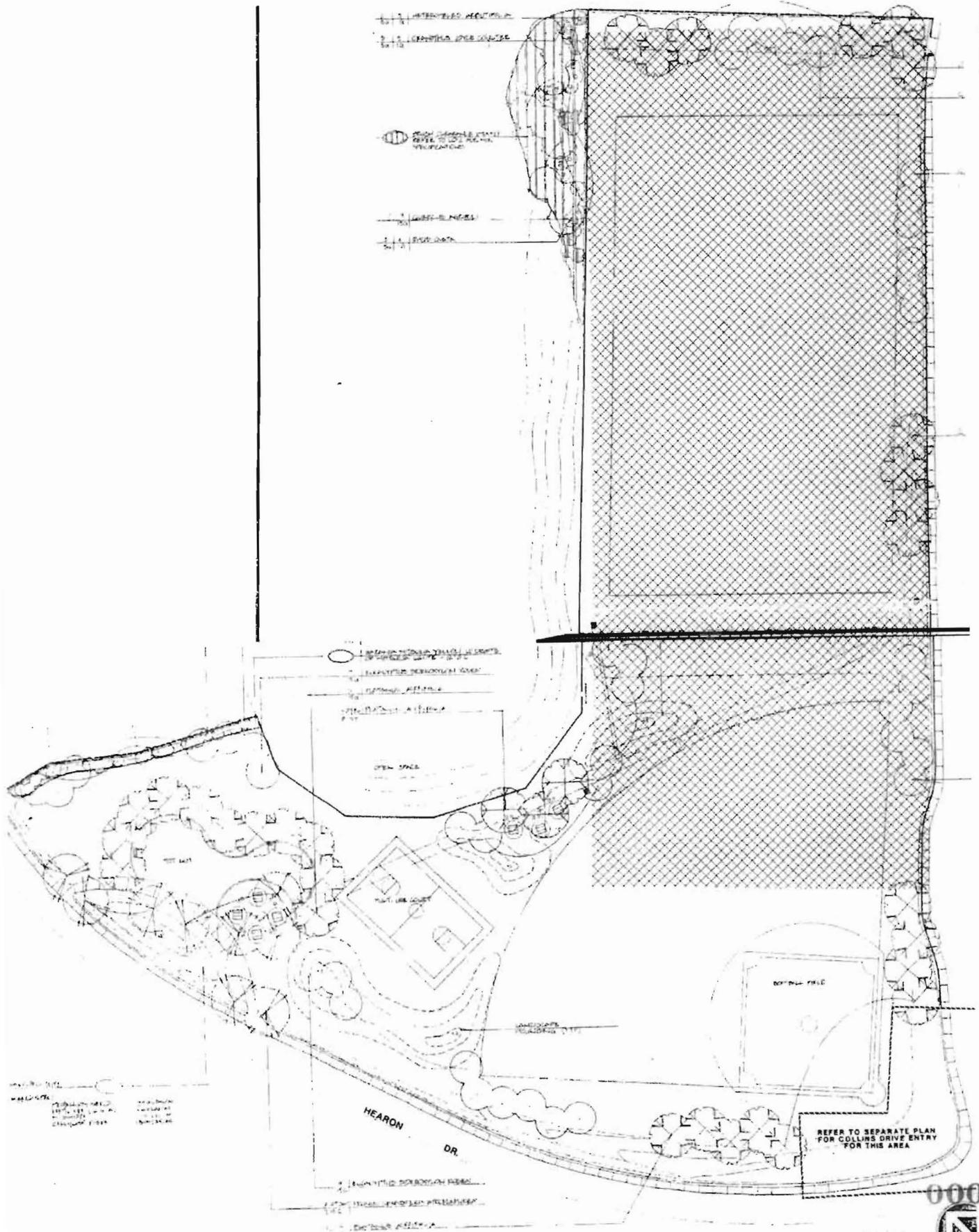
By: _____
Steven Kueny, City Manager

By: _____
Veronica Sanchez, President

Attest:

By: _____
Deborah S. Traffenstedt, City Clerk

EXHIBIT "A" - CAMPUS CANYON PARK

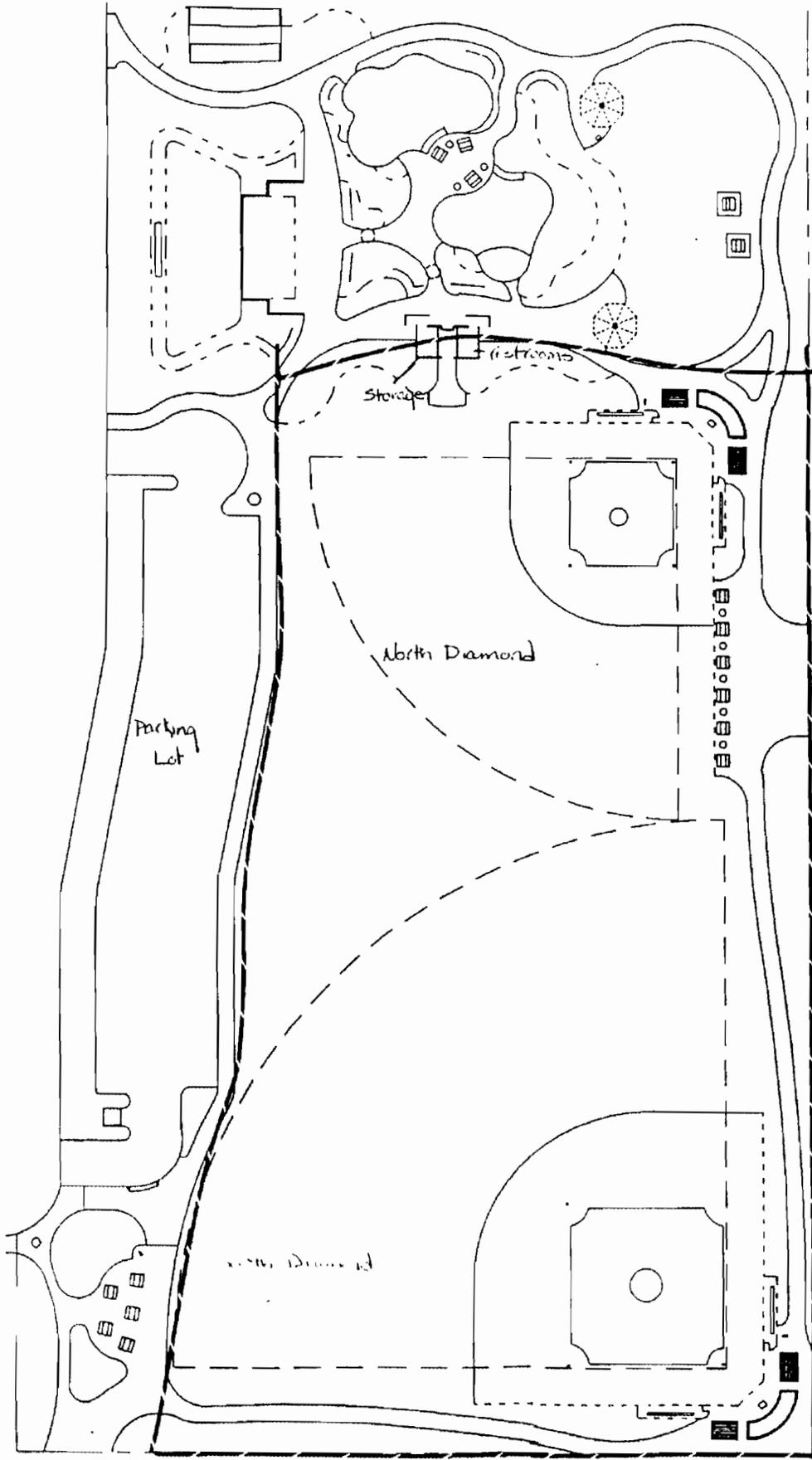


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APPROVED
CITY OF MOORPARK



EXHIBIT "B"-POINDEXTER PARK



NORTH ↑

Chaparral Middle School

EXHIBIT C

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of Work, USYVL will maintain insurance in conformance with the requirements set forth below. USYVL will use existing coverage to comply with these requirements. If that existing coverage does not meet requirements set forth here, USYVL agrees to amend, supplement or endorse the existing coverage to do so. USYVL acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to the City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to the City.

Such policy shall provide for a minimum coverage of Two Million Dollars (\$2,000,000.00) for bodily injury or death of any person or persons in any one occurrence and One Million Dollars (\$1,000,000.00) for loss by damage or injury to property in any one occurrence. The policy shall contain a provision providing for a broad form of contractual liability, including Product Liability coverage if food and beverages are dispensed on Premises. The policy or policies shall be written on an occurrence basis. The policy shall name USYVL as the insured and the City of Moorpark its officials, employees, and agents as an additional insured. The policy shall also provide that the City shall be notified in writing, at least thirty (30) days prior to any termination, amendment cancellation or expiration thereof. USYVL shall furnish City evidence of all insurance policies required by this Agreement in the form of a Certificate of Insurance and Endorsement Certificate.

USYVL shall provide proof that policies of insurance required herein expiring during the term of this Agreement, have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been secured shall be submitted prior to expiration. A certificate of insurance and additional insured endorsement as required in this Agreement applicable to the renewing or new coverage must be provided to City within five days of expiration of the coverages.