

COUNTY OF MONTEREY

INDEMNIFICATION AGREEMENT

This Agreement is made by and between the County of Monterey (“County”), a political subdivision of the State of California, and Salinas Regional Sports Authority (“SRSA”), a California non-profit public benefit corporation.

This Agreement covers temporary usage of County’s property located at the Natividad Medical Center campus, Corral Parking Lot, 1441 Constitution Blvd., Salinas, CA 93906 (“the Property”). A map of the Property is attached as Exhibit “A” and incorporated herein.

I. TERM OF OCCUPATION, NOTICE, AND FEES

A. Term of Occupation

1. SRSA may utilize the Property for overflow parking by SRSA staff on weekends through December 31, 2025, for overflow parking as needed to support events and regular programming at the Salinas Regional Soccer Complex, subject to prior notice, agreement, and coordination with the County and Natividad Medical Center, as provided in this section Paragraph (B) of this Section I. For purposes of this Agreement, “SRSA staff” means SRSA employees, SRSA vendors, SRSA registered volunteers, and SRSA designated event partners,.

2. SRSA may utilize the Property for overflow parking by SRSA staff, on the weekend of **August 9–10, 2025**, in connection with the **Alianza Cup Tournament**, a large-scale soccer tournament expected to draw significant attendance.

B. Notices to Parties

County’s Contact

Andrea Rosenberg, Assistant Administrator

rosenbergaj@natividad.com

831-241-8202

SRSA’s Contact:

Jonathan De Anda, General Manager Salinas Regional Sports Authority

jonathan@salinassoccer.org

831-756-6312

C. Fee for Usage: Free of cost.

II. PURPOSE OF OCCUPATION

The Property at Natividad Medical Center is to be used for overflow parking by SRSA staff running the SRSA-sponsored soccer games scheduled at the soccer field across Constitution Boulevard on dates mutually agreed upon by the County/Natividad Medical Center and SRSA.

SRSA and SRSA staff shall not utilize the Property for any pre-game activities. The use of alcohol and drugs is strictly prohibited. After each SRSA-sponsored soccer game, SRSA staff must clean the Property and leave it litter-free.

III. SRSA'S RESPONSIBILITIES

- A. SRSA will have volunteers on both sides of Constitution Boulevard to direct SRSA staff using the Property to cross only at the cross walk at Constitution Boulevard and East Laurel Drive. SRSA shall provide these volunteers with reflective safety vests.
- B. SRSA will coordinate with its coaches to give directions to SRSA staff on using the cross walk at Constitution Boulevard and East Laurel Drive and on the proper use of the Property.
- C. SRSA shall not charge a fee for use of the Property by SRSA staff.

IV. INDEMNITY

The SRSA shall indemnify, defend, and hold harmless the County, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by SRSA and/or its agents, employees or other collaborators, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The SRSA shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the SRSA is obligated to indemnify, defend and hold harmless the County under this Agreement.

V. INSURANCE

1. Evidence of Coverage:

Prior to commencement of this Agreement, SRSA shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, SRSA upon request shall provide a certified copy of the policy or policies. This verification of coverage shall be sent to Natividad's Contracts/Purchasing Department, unless otherwise directed.

2. Insurance Coverage Requirements: Without limiting SRSA'S duty to indemnify, SRSA shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence \$2,000,000 in aggregate.

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Workers Compensation Insurance, if SRSA employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

3. Other Insurance Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date SRSA completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for SRSA and additional insured with

respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, employees, and volunteers as Additional Insured with respect to liability arising out of the SRSA'S performance of this Agreement, including ongoing and complete operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the SRSA'S insurance.

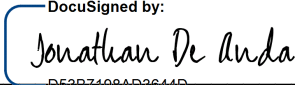
Prior to the execution of this Agreement by the County, SRSA shall file certificates of insurance with the County's contract administrator and the County's Contracts/Purchasing Division, showing that the SRSA has in effect the insurance required by this Agreement. The SRSA shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

SRSA shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division.

SRSA shall be a licensed and properly insured (or permissibly self-insured) entity and be responsible for restoring the Property to a condition acceptable to the County upon completion of its purpose for using the Property.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written below.

SALINAS REGIONAL SPORTS AUTHORITY

By: 
D53B7198AD3644D...
 Jonathan De Anda, General Manager
 Date: 6/24/2025 | 3:10 PM PDT

COUNTY OF MONTEREY

By:

Andrea J. Rosenberg, Hospital Assistant
Administrator
Natividad Medical Center

Date: _____

COUNTY OF MONTEREY

Approved as to Form:

DocuSigned by:

By: Stacy Saetta
C0E0E1B99F444A9...
Stacy L. Saetta

Chief Deputy County Counsel

Date: 6/24/2025 | 3:15 PM PDT

Approved as to Financial Terms:

DocuSigned by:

By: Patricia Ruiz
E79EF64E57454F6...

Title: Auditor Controller Analyst I

Date: 6/25/2025 | 7:25 AM PDT

EXHIBIT A

