

Memo

Carmichael



RECREATION AND
PARK DISTRICT

To: Advisory Board of Directors

From: Mike Blondino, District Administrator
Alaina Lofthus, Recreation Services Manager

Date: July 14, 2022

Subject: Facility Use Agreement with the Del Campo Youth Soccer Club

Introduction/Background:

The Del Campo Youth Soccer Club was created in 1978. The purpose of the club is to develop, promote, and administer the game of soccer among youth (boys and girls ages 4 to 19) with the goal of children having fun while in an atmosphere of friendly competition. The club a non-profit organization run completely by dedicated volunteers and is governed by US Club Soccer and is part of the NorCal Premier League in District VI.

The Del Campo Youth Soccer Club's use of the soccer field at Del Campo Park is an ideal location for their participants who many live in the neighboring area. The following agreement was created to meet the needs of the club and the district.

Discussion:

Staff has drafted an agreement (attached) for use of the soccer field at Del Campo Park. The agreement outlines specific responsibilities to care and maintain the facilities and describes fees associated with reserving the field including maintenance and player fees. According to the agreement, the Del Campo Youth Soccer Club will reserve the soccer field at Del Campo Park on Mondays and Wednesdays, 5pm to 8pm, and Saturdays, 9am – 3pm, from August through November. The maintenance fee associated with this use is \$78 per week for 2022 with a 3% increase for 2023 and again in 2024. Additionally, the club will pay a per player fee of \$8.00 for 2022, \$8.00 for 2023, and \$9.00 for 2024. The maintenance and player fees will go towards field preparation, irrigation, weed abatement, water costs, repairs, and park impact by additional users.

Further items in the new agreement, including modifications to the facility, restrooms/portable toilets, food booths and vendors, alcohol policy, banners, generators, and bounce houses are consistent with the current sport user group's Facility Use Agreements.

The term of the agreement shall commence on August 1, 2022 through November 30, 2024. The agreement has been reviewed by County Counsel and Risk Management.

Recommendation:

Staff recommends that the Carmichael Recreation and Park District Advisory Board of Directors approve the terms and conditions of the Facility Use Agreement with the Del Campo Youth Soccer Club for the use of the soccer field at Del Campo Park effective August 1, 2022 to November 30, 2024, as presented and authorize the District Administrator to sign the Agreement (FUA).

**FACILITIES USE AGREEMENT
BETWEEN PERMITEE AND CARMICHAEL RECREATION
AND PARK DISTRICT FOR FIELD USE**

THIS FACILITIES USE AGREEMENT (hereinafter referred to as “Agreement”) is entered into this __ of _____, 2022 and effective on the 1st of August, 2022 by and between the DEL CAMPO YOUTH SOCCER CLUB hereinafter referred to as “PERMITTEE”) and the CARMICHAEL RECREATION AND PARK DISTRICT, a Recreation and Park District formed pursuant to the California Public Resources Code (section 5780, et seq.), (hereinafter referred to as “DISTRICT”).

RECITALS

WHEREAS, DISTRICT is the owner and operator of the Del Campo Park located at 6276 Heathcliff Drive, Carmichael, California 95608 (“Facility”).

WHEREAS, the DISTRICT desires to provide the citizens of the DISTRICT youth sports programs, and is willing to allow youth sports organizations to provide youth sports activities, and various special events on DISTRICT facilities; and

WHEREAS, the DISTRICT does not have employees within its workforce who can provide all the needed coaching/administration/instruction/leadership associated with youth sports programs; and

WHEREAS, the DISTRICT has indicated its desire to allow youth sports organizations with individuals possessing the appropriate backgrounds and experience to provide coaching, administration, instruction, and/or leadership in various youth sports programming areas; and

WHEREAS, the PERMITTEE is a competent and experienced organization in a particular youth sport activity and is willing to provide program coaching/administration/instruction/leadership for citizens of the DISTRICT,

WHEREAS, this Agreement outlines the PERMITTEE’s obligations relating to program coaching/administration/instruction/leadership to be performed in consideration for using portions of DISTRICT’s Facility during described field use dates and times. When the Facility is not in use by the PERMITEE, the DISTRICT reserves the right to authorize other uses.

(Remainder of page intentionally left blank)

AGREEMENT

NOW, THEREFORE, in consideration of the facts of the above, the two parties do mutually agree as follows:

I. SERVICES TO BE PERFORMED BY PERMITTEE

- A. PERMITTEE shall perform the following services in accordance with the guidelines of the youth soccer program available through the Capital Valley Youth Soccer League:
 - 1. Teach soccer to youth within the boundaries of their soccer program, which includes a portion of the DISTRICT.
 - 2. DISTRICT facility used by PERMITTEE for games and/or practices is: DEL CAMPO PARK – Soccer Field at 6276 Heathcliff Drive, Carmichael, CA 95608

II. TERM

The term of this Agreement shall commence August 1, 2022 through November 30, 2024.

III. TERMINATION

PERMITTEE may terminate the Agreement hereto by 30 days' written notice to the DISTRICT's Administrator and Recreation Manager. Notice of termination by DISTRICT shall be given, with or without cause, upon 30 days' written notice. In the event the PERMITTEE terminates without the advance notice to the District Administrator and Recreation Manager required by this paragraph, the PERMITTEE is responsible for any financial loss incurred by the DISTRICT pursuant to this Agreement.

IV. CAREGIVER OF FACILITIES

- A. PERMITTEE shall, throughout the period of this Agreement, act as caregiver to the DISTRICT Facility in use by keeping the Facility safe, welcoming, fields game ready, and free of debris.
- B. PERMITTEE is responsible for the Facility being free of trash or debris caused by PERMITTEE usage.
- C. PERMITTEE is required to report any and all damage or acts of vandalism to the Facility to the DISTRICT immediately.

V. MODIFICATIONS TO FACILITY

- A. All requests for permission to modify the Facility or any park grounds must be brought to the attention of the DISTRICT. Requests must include a "Letter of Intent", accompanied by construction drawings and specifications. If approved, the DISTRICT will provide written permission to PERMITTEE.

- B. PERMITTEE is not to make any changes to the permanent structures, or add any permanent structures to the Facility without DISTRICT approval.
- C. Any facility malfunctions or damage is to be reported to DISTRICT. The party responsible for labor and payment for repair will be determined.
- D. No signage is to be added to Facility by PERMITTEE without prior written approval from DISTRICT.
- E. PERMITTEE is not allowed to designate the name of a field, or any portion of the Facility, without prior approval from the DISTRICT.
- F. No storage units may be placed in or on the Facility without written permission by DISTRICT only, and units are the responsibility of the PERMITTEE. The DISTRICT assumes no liability or responsibility for any equipment or property kept in the storage areas. Storage units must be in good condition at all times and any vandalism or breakage must be repaired immediately. PERMITTEE must maintain the storage facility in a clean manner at all times PERMITTEE must provide keys or lock combinations to DISTRICT for all storage units, locked closets and fenced areas. *Any/all flammable and/or toxic substances are strictly prohibited in storage containers.*

VI. GENERAL INFORMATION AND MAINTENANCE

A. FIELD USE

1. PERMITTEE has the right of first refusal to reserve use of the soccer field at the Del Campo Park on Mondays and Wednesday, 5pm – 8pm, from August 1st to November 15th then other groups. Anytime the fields are not scheduled for league or tournament use by PERMITTEE, the DISTRICT reserves the right to schedule other activities on them.
2. PERMITTEE shall have the right of first refusal to reserve the soccer field at Del Campo Park on Saturdays, 9am to 3pm, from August 1st to November 15th if the American River Futbol Club refuses their first right of use.
3. PERMITTEE will provide DISTRICT with a field schedule prior to the start of the season.
4. PERMITTEE is to notify the DISTRICT of any upcoming tournaments or special events that would attract more people to the Facility than during a typical day of activities.
5. PERMITTEE is prohibited from subleasing the use of the field at the Facility to other organizations (youth or adult) including PERMITTEE organization coaches performing clinics, camps, and lessons in which individual coaches or monetarily compensated.

B. PARKING

1. PERMITTEE is responsible for coordinating parking and traffic during the season.

2. PERMITTEE is responsible to provide a sufficient number of staff/volunteers to assist with parking and traffic control if needed. Parking is allowed in designated areas only.
3. PERMITTEE must observe and comply with any and all local parking rules and regulations applicable with the park.
4. Nothing herein is intended to authorize PERMITTEE to override the normally applicable parking regulations, nor to override the authority of official designated parking enforcement personnel of the County.

C. INFLATABLES

1. No inflatables are to be used by PERMITTEE.

D. RESTROOMS/TOILETS

1. PERMITTEE is responsible to provide and pay for additional portable restrooms/toilets during the season. Depending upon the expected attendance, duration of the event, PERMITTEE may need to rent portable toilets to accommodate participants. DISTRICT requires one toilet for every 250 people, or portion thereof. For every four portable toilets rented for your event, one must be ADA approved to meet specific guidelines set forth by the American with Disabilities Act of 1990. The number of toilets required is based upon the maximum number at your event during peak time.
2. PERMITTEE will work with DISTRICT on the proper placement for the portable restrooms/toilets.
3. PERMITTEE is responsible for securing and locking any rented portable restrooms/toilets after each field use.

E. NO ALCOHOLIC BEVERAGES POLICY

1. No alcoholic beverages allowed in or around the facility or any other park sites located within the Carmichael Recreation and Park District without an authorized permit, insurance, and security.

F. BOOTHS/TENTS

1. Food Booths
 - a) A Business Operation Tax Certificate and County Health Permits are required to sell, expose or for sale, or offer for sale any goods, wares, or merchandise within the facility. PERMITTEE must abide by all Sacramento County Metropolitan Fire Department regulations that apply to booths and tents.
2. Vendor Booths
 - a) Vendor booths are usually similar in construction to food booths, but are meant for retail sale of non-food items. A Business Operation Tax Certificate is required to sell, expose or for sale, or offer for sale any goods, wares, or merchandise within the parks. PERMITTEE must abide by all fire department regulations that apply to booths and tents.

G. BANNERS

1. All signs must be approved by the DISTRICT and must state the special event name, and applicable dates and times. Temporary signs for an event should be posted no more than two weeks before such event and are removed no more than five days after such event.
2. The DISTRICT maintains the right to place banners around the fields and other DISTRICT owned property used by the PERMITTEE.

H. GENERATORS

1. Portable generators, if needed, should be placed in an area where attendees are unlikely to come into contact with them, and be placed at least 10 feet from any combustible materials. Generators shall be located a minimum of 20 feet from tents or canopies.
2. Refueling: When refueling a portable generator, you must wait until the generator cools, and then refill it from a self-closing safety can.
3. A portable fire extinguisher, minimum 2A 10B: C size, with a current Fire Marshall tag attached must be on-hand and easily accessible at all times.

I. MAINTENANCE

1. PERMITTEE is responsible for the following:
 - a) Inform all team users of the “No Dogs off Leash,” “No Alcohol,” “No Smoking,” and “No Parking on Turf” rules for the soccer fields and make sure spectators follow those rules.
 - b) Do not apply any pesticides or any other chemicals not approved by the DISTRICT on the site.
 - c) PERMITTEE is responsible for inspecting fields, (before and after use), for any hazardous conditions or clean-up required. Any hazardous conditions that need DISTRICT attention will be communicated to the DISTRICT’S Recreation Service Manager. PERMITTEE shall cease use and restrict access to any identified hazardous/unsafe areas until the DISTRICT completes an inspection and/or repair.
 - d) PERMITTEE shall pay a fee of \$78 per week for 2022 to the DISTRICT for maintenance costs with a 3% increase for 2023 and 3% increase for 2024. PERMITTEE must submit a field use schedule prior to field use each year to the Recreation Services Manager. Notification of changes to this schedule must be made to the Recreation Services Manager.
2. DISTRICT is responsible for the following:
 - a) Maintain and control irrigation system of soccer fields
 - b) Mow fields once a week
 - c) Maintain draining system, trees, and weed abatement around fences.

J. NOTIFICATION OF CHANGES

1. PERMITTEE is responsible for providing the DISTRICT an updated list of Board Members including their names, phone numbers, and email addresses prior to the start of the season each year.
2. PERMITTEE is responsible for contacting the DISTRICT'S Recreation Services Manager regarding any changes in Board Members throughout the course of the season.
3. PERMITTEE is responsible for contacting the DISTRICT'S Recreation Services Manager regarding any program changes.

VII. ADVERTISEMENT

- A. DISTRICT will allow PERMITTEE to solicit memberships and conduct fundraisers for the sole purpose of enhancing or providing funding for the program, equipment and/or fields.
- B. DISTRICT will promote PERMITTEE in the printed activity guide which is mailed to approximately 25,000 residents (District Boundaries) one time per year. The location of the advertisement will be based on space availability. PERMITTEE will provide DISTRICT a written write up which must be received prior to deadline.
- C. DISTRICT and PERMITTEE will set up a web link to promote each other's programs to the general public
- D. DISTRICT will provide an opportunity for PERMITTEE to promote programs through signage on district property. All promotional materials and placement to be approved by the DISTRICT in advance.

VIII. YOUTH PLAYER FEES

- A. In consideration of DISTRICT'S promise to allow PERMITTEE use of the athletic fields, PERMITTEE agrees to pay the Youth Player Fees set forth herein. The Youth Player Fees will go towards water costs, repairs and other expenses the DISTRICT incurs from owning the Facility.
- B. A fee per player per season involved in organized sports programs that utilize DISTRICT athletic fields will be assessed the following amount:

2022 Season = \$8.00 per player

2023 Season = \$8.00 per player

2024 Season = \$9.00 per player
- C. The PERMITTEE currently has one season per year: August – November
- D. When the PERMITTEE submits its team rosters, the DISTRICT will then submit an invoice for the player fee.

- E. Full payment is due to Carmichael Recreation and Park District, 5750 Grant Avenue, Carmichael, CA 95608, within 30 calendar days of receiving an invoice from the DISTRICT.

IX. PROGRAM REGISTRATION

- A. Within 30 days of the conclusion of PERMITTEE registration periods, or within 30 days of the signing of this Agreement, whichever occurs last, the PERMITTEE is to provide the DISTRICT with a list of participants, including age, gender identity, and address. The roster data will be used by the DISTRICT for statistical purposes and to verify the total Youth Player Fee for each Permittee. The roster data will not be disclosed, given or sold to any person or business for any reason, to the extent that non-disclosure is allowed under the California Public Records Act.
- B. Player fees are required for access to all District Facilities.
- C. Submit rosters to the Recreation Services Manager either by email or 5750 Grant Avenue, Carmichael, CA 95608.
- D. Current and future field permits are contingent upon accurate rosters and payments.

X. SUBMITTAL OF PAYMENT

- A. Payments are to be submitted to the DISTRICT'S Recreation Services Manager responsible for the oversight of said services at 5750 Grant Avenue, Carmichael, CA 95608.

XI. ASSIGNMENT

- A. This Agreement is for PERMITTEE activities only and cannot be assigned to another individual or entity.

XII. INDEPENDENT AGENCIES

- A. Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint ventures of one another. PERMITTEE is not an employee of the DISTRICT and is not entitled to any of the rights, benefits or privileges of DISTRICT employees.

(Remainder of page intentionally left blank)

- B. PERMITTEE acknowledges that all personnel furnished by PERMITTEE to perform services pursuant to this Agreement shall be agents of the PERMITTEE and shall at all times be subject to the direct supervision and control of the PERMITTEE. PERMITTEE shall be solely liable for any and all injuries resulting to its agents, which may arise out of or in the course of the administration/performance of this Agreement. The DISTRICT and the County of Sacramento shall not be liable for any workers' compensation or other benefits accruing under federal or state law to any agents/employees of the PERMITTEE to administer/perform services pursuant to this Agreement. If Permittee has any employees, then Permittee agrees that it will, at all times during the term of this Agreement, at its own expense, obtain and keep in full force and in effect, workers' compensation insurance as required by law with coverage extending to all of PERMITTEE employees, whether permanent, temporary or seasonal.
- C. The services PERMITTEE administers and performs pursuant to this Agreement are intended to have the result of improving soccer skills and abilities to area youth in a fun, safe, healthful, and encouraging manner through team practices, games, and/or special events. Any vending by PERMITTEE is done independently from the DISTRICT, and the PERMITTEE assumes responsibility for all related permits, health regulations, taxation, and auditing related to vending.

XIII. INDEMNIFICATION

To the fullest extent allowed by law, PERMITTEE shall indemnify, defend, and hold harmless DISTRICT and the County of Sacramento, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents, (collectively "Indemnified Parties") from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the Permittee, its officers, agents, employees, or contractors, or the acts or omissions of anyone else directly or indirectly acting on behalf of the Permittee, or for which the Permittee is legally liable under law regardless of whether caused in part by an Indemnified Party. Permittee shall not be liable for any Claims arising from the sole gross negligence or willful misconduct of an Indemnified Party where such indemnification would be invalid under Section 2782 of the Civil Code.

- A. This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by PERMITTEE.
- B. Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.
- C. The provisions of this indemnity obligation shall survive the expiration or termination of the Agreement.

XIV. INSURANCE

Without limiting PERMITTEE'S indemnification, PERMITTEE shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit A. It is the responsibility of PERMITTEE to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in Exhibit A. It is understood and agreed that PERMITTEE shall not have access to the fields until DISTRICT is satisfied that all insurance required by this Agreement is in force. Failure to maintain insurance as required by the Agreement may be grounds for termination of the Agreement.

XV. NONDISCRIMINATION

PERMITTEE shall not discriminate with respect to race, color, religion, religious creed, national origin, ancestry, citizenship, physical or mental disability, medical condition, genetic information, marital status, sex, pregnancy, gender, gender identity, gender expression, sexual orientation, veteran and/or military status, protected medical leaves, domestic violence victim status, political affiliation, and any other status protected by state or federal law pursuant to this Agreement. In addition, prohibits retaliation against a person who engages in activities protected by this section. Reporting, or assisting in reporting, suspected violations of this section.

XVI. AMENDMENTS

This Agreement sets forth all of the promises, conditions and understandings between DISTRICT and PERMITTEE relating to the Facility. There are no promises, conditions and understandings, either oral or written, between DISTRICT and PERMITTEE other than those set forth in this Agreement. No subsequent modification or Agreement with respect to the terms of this Agreement shall be effective, unless such subsequent modification or agreement is in writing executed by both DISTRICT and PERMITTEE. No oral representation, whenever made, by any official or employee of DISTRICT shall be effective to modify the provisions of this Agreement. This Agreement shall be binding upon the parties hereto, their successors and assigns.

XVII. WRITTEN COMMUNICATION AND NOTICE

All notices from either party to the other under this Agreement shall be in writing and sent by nationally recognized overnight delivery service or by United States certified or registered mail, postage prepaid with receipt obtained, addressed to the other party at the address provided below, or such other address as the party to receive the notification may subsequently designate by written notice to the other:

To DISTRICT at:

Carmichael Recreation and Park District
5750 Grant Avenue
Carmichael, CA 95608
Phone: (916) 485-5322

To PERMITTEE at:

Del Campo Youth Soccer Club
PO Box 641
Fair Oaks, CA 95628
Phone: (916) 955-9669

XVIII. SIGNATURE AUTHORITY

Each of the persons signing below represents and warrants that he/she has the authority to legally bind the party on whose behalf he/she signs.

XIX. PARAGRAPH HEADINGS

The paragraph headings contained herein are for convenience and reference only and are not intended to define or limit the scope of this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

DISTRICT/PERMITTEE:

CARMICHAEL RECREATION AND PARK DISTRICT, a recreation and park district formed pursuant to the California Public Resources Code (section 5780, et seq.)

By: _____
Mike Blondino, District Administrator
Carmichael Recreation and Park District

“DISTRICT”

DEL CAMPO YOUTH SOCCER CLUB

By: _____
Mike Walton, President
Authorized Representative of Permittee

“PERMITEE”

CARMICHAEL RECREATION AND PARK DISTRICT
INSURANCE REQUIREMENTS FOR
FACILITY USE AGREEMENT

Without limiting PERMITTEE's indemnification, PERMITTEE shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the PERMITTEE, its agents, representatives or employees. DISTRICT shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the DISTRICT Risk Manager, insurance provisions in these requirements do not provide adequate protection for DISTRICT and for members of the public, DISTRICT may require PERMITTEE to obtain insurance sufficient in coverage, form and amount to provide adequate protection. DISTRICT's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

I. VERIFICATION OF COVERAGE

PERMITTEE shall furnish the DISTRICT with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** The DISTRICT Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the DISTRICT and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by the DISTRICT before performance commences. The DISTRICT reserves the right to require that PERMITTEE provide complete copies of any policy of insurance offered in compliance with these specifications.

II. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. GENERAL LIABILITY: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by the DISTRICT Risk Manager.
- B. AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 0001.
 - 1. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no

owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.

2. Personal Lines automobile insurance shall apply if vehicles are individually owned.

- C. WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.
- D. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.
- E. SEXUAL ABUSE OR MOLESTATION (SAM) LIABILITY: If the work will include contact with minors, and the General Liability policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation.

III. **MINIMUM LIMITS OF INSURANCE**

PERMITTEE shall maintain limits no less than:

- A. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$2,000,000

- B. AUTOMOBILE LIABILITY:
 1. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
 2. Personal Lines Automobile Liability for Individually owned vehicles, \$100,000 per person, \$300,000 each accident, \$50,000 property damage.
- C. WORKERS' COMPENSATION: Statutory.

- D. EMPLOYER'S LIABILITY: \$1,000,000 per accident for bodily injury or disease.
- E. SEXUAL ABUSE OR MOLESTATION (SAM) LIABILITY: \$1,000,000 per occurrence or claim.

IV. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by the DISTRICT.

V. OTHER INSURANCE PROVISIONS

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provision:

A. All Policies:

1. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. The DISTRICT Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the DISTRICT and the general public are adequately protected.
2. MAINTENANCE OF INSURANCE COVERAGE: The PERMITTEE shall maintain all insurance coverages and limits in place at all times and provide the DISTRICT with evidence of each policy's renewal within ten (10) days after its anniversary date.

PERMITTEE is required by this Agreement to immediately notify DISTRICT if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. PERMITTEE shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

VI. COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY

- A. ADDITIONAL INSURED STATUS: The DISTRICT and the County of Sacramento, its governing Board, officers, directors, officials, employees,

and authorized volunteers and agents (each an “Additional Insured,” and collectively “Additional Insured Parties”) are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the PERMITTEE; products and completed operations of the PERMITTEE; premises owned, occupied or used by the PERMITTEE; or automobiles owned, leased, hired or borrowed by the PERMITTEE. The coverage shall contain no endorsed limitations on the scope of protection afforded to the Additional Insured Parties.

- B. PRIMARY INSURANCE: For any claims related to this Agreement, the PERMITTEE's insurance coverage shall be endorsed to be primary insurance as respects the Additional Insured Parties. Any insurance or self-insurance maintained by the DISTRICT, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents shall be excess of the PERMITTEE's insurance and shall not contribute with it.
- C. SEVERABILITY OF INTEREST: The PERMITTEE'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.
- D. SUBCONTRACTORS: PERMITTEE shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by PERMITTEE's subcontractor.

VII. WORKERS' COMPENSATION

Workers' Compensation Waiver of Subrogation: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the Additional Insured Parties, which might arise by reason of payment under such policy in connection with performance under this Agreement by the PERMITTEE. Should PERMITTEE be self-insured for workers' compensation, PERMITTEE hereby agrees to waive its right of subrogation against the Additional Insured Parties.

VIII. NOTIFICATION OF CLAIM

If any claim for damages is filed with PERMITTEE or if any lawsuit is instituted against PERMITTEE, that arise out of or are in any way connected with PERMITTEE's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect DISTRICT, PERMITTEE shall give prompt and timely notice thereof to DISTRICT. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.