

INDEMNIFICATION AND INSURANCE CLAUSE

- A. Indemnification - The PERMITTEE agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless the COUNTY and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the COUNTY on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The PERMITTEE's indemnification obligation applies to the COUNTY's "active" as well as "passive" negligence but does not apply to the COUNTY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
- B. Additional Insured - All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.
- C. Waiver of Subrogation Rights - The PERMITTEE shall require the carriers of required coverages to waive all rights of subrogation against the COUNTY, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the PERMITTEE and PERMITTEE's employees or agents from waiving the right of subrogation prior to a loss or claim. The PERMITTEE hereby waives all rights of subrogation against the COUNTY.
- D. Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the COUNTY.
- E. Severability of Interests - The PERMITTEE agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the PERMITTEE and the County or between the County and any other insured or additional insured under the policy.
- F. Proof of Coverage - PERMITTEE shall immediately furnish the, above-required certificates of insurance to the Regional Parks Department, evidencing the insurance coverage, including endorsements upon execution of this agreement.
- G. Acceptability of Insurance Carrier - Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
- H. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
- I. Failure to Procure Coverage - In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not

replaced, the COUNTY has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the COUNTY will be promptly reimbursed by the PERMITTEE or COUNTY payments to the PERMITTEE will be reduced to pay for COUNTY purchased insurance.

- J. Insurance Review - Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. PERMITTEE agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County

INSURANCE SPECIFICATIONS

Without in anyway affecting the indemnity herein provided and in addition thereto, the PERMITTEE shall secure and maintain throughout the contract term the following types of insurance with limits as show:

- A. Worker s' Compensation/ Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the PERMITTEE and all risks to such persons under this contract.
- B. Commercial/General Liability Insurance – The PERMITTEE shall carry General Liability Insurance covering all operations performed by or on behalf of the PERMITTEE providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars **(\$1,000,000), per occurrence**. The policy coverage shall include:
1. Premises operation and mobile equipment.
 2. Products and completed operations.
 3. Broad form property damage (including completed operations).
 4. Explosion, collapse and underground hazards.
 5. Personal injury.
 6. Contractual liability.
 7. **\$2,000,000 general aggregate** limit.
- C. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1

(any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the PERMITTEE is transporting one or more non-employee passengers, in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the PERMITTEE owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- D. **Special Event Liability Insurance** – The County has a program to provide Special Event Liability Insurance to individuals and groups utilizing County facilities for activities not sponsored by the County, its Departments or Districts. This coverage provides one million (**\$1,000,000**) limits of liability for bodily injury and property damage and includes liquor liability coverage. It effectively transfers the liability from the County and its taxpayers to the agency/individual scheduling the activity or program. The coverage provides affordable rates to all non-County groups and individuals on a standard basis and still transfers the risk to an insurance company. Annual rates for ongoing activities are also available. **For additional information on this coverage contact local Parks office.**

Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

Additional Insured - All policies, except for the Workers’ Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.

Waiver of Subrogation Rights - The PERMITTEE shall require the carriers of required coverages to waive all rights of subrogation against the COUNTY, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the PERMITTEE and PERMITTEE’s employees or agents from waiving the right of subrogation prior to a loss or claim. The PERMITTEE hereby waives all rights of subrogation against the COUNTY