



## FACILITY USE AGREEMENT ANTELOPE AQUATIC COMPLEX & RUSCH PARK POOL

### **Wolverine Aquatics Club (WAC)**

Chris Breitbart  
1227 S Bluff Dr.  
Roseville, CA 95678  
(916) 218-2894

AND

### **Sunrise Recreation and Park District (DISTRICT)**

7801 Auburn Blvd.  
Citrus Heights, CA 95610  
(916) 725-1585

**Agreement between the Sunrise Recreation & Park District, hereinafter referred to as "DISTRICT," the Wolverine Aquatics Club, hereinafter referred to as "WAC"**

#### **1. TERM**

The term of this Agreement shall be one (1) year commencing on **May 1, 2021** and ending on **April 30, 2022**. The parties may renew this Agreement for (2) additional years, one (1) year at a time, by executing written amendment(s) to this Agreement. Beginning on March 1, 2022 and 2023, **DISTRICT** and **WAC** agree to negotiate annually the monthly rental fees set forth below based on increases in utility, chemical, staffing, insurance, and similar operational costs. In consideration of **DISTRICT**'s grant of right to use Antelope Aquatic Complex and/or Rusch Park Pool, **WAC** agrees to pay **DISTRICT** the following:

- a. \$9,730.00 per month from May 1, 2021 to April 30, 2022.
- b. Under no circumstances shall **WAC** sublease or allow any other organization or individual to use the facility during the time and/or date for which they have contracted.
- c. No **WAC** practice/swim meets to be scheduled on the following District Holidays: Memorial Day, 4<sup>th</sup> of July, Labor Day, and Christmas Day.

#### **2. POOL FACILITY USE**

- a. **WAC** shall only use the Antelope Aquatic Complex and/or Rusch Park Pool during contracted days/hours. Other pools at each facility may only be used when specified in the contract.
- b. **WAC** will have access to the restroom facilities during contracted hours.

- c. **WAC** will not have access to SRPD equipment at Antelope Aquatics Complex and/or Rusch Park Pool unless mutually agreed upon and permission given by the Recreation Services Manager. **WAC** will not have access to the equipment or storage belonging to the Sunrise Sharks.
- d. The use of **DISTRICT** facilities including other pools, meeting rooms, additional storage areas, kitchen facilities, and cashier booths may accrue additional fees, and may only be used with pre-arranged approval through the Recreation Services Manager.
- e. **WAC** shall be entitled to place signage within the Rusch Park Pool which identifies the Rusch Park Pool as the home of **WAC**. The signage will be at **WAC**'s expense, and subject to approval from the **DISTRICT**.
- f. **WAC** shall not conduct any aquatic programs or activities at the Antelope Aquatic Complex and/or Rusch Park Pool outside of its USA Swimming Competitive Age Group Swim Team programs without the prior written consent of the **DISTRICT**.
- g. **WAC** agrees to pay an amount not to exceed thirty-three percent (33%) of the actual cost for small equipment repairs and replacement for items such as backstroke flags, lane lines, lane line storage reels, starting blocks and pool covers. **WAC** agrees to repair or replace any of this equipment which is damaged solely due to its negligence. **DISTRICT** and **WAC** will meet annually (no later than May 1<sup>st</sup> each year) to discuss and prioritize necessary small equipment purchases and repairs.
- h. Any costs incurred by **WAC** in connection with **WAC**'s use of the Antelope Aquatic Complex and/or Rusch Park Pool including, but limited to, practice equipment, pace clocks, etc. shall be paid for by **WAC** at its sole cost and expense.

### 3. GENERAL RESPONSIBILITIES

- a. **POOL COVERS**  
If pool covers are used, all pool covers must be removed before swimmers enter the water. **WAC** will assist with the pool covers before and after each scheduled practice/swim meet and make sure pool cover reels are locked and secured before leaving the pool facility.
- b. **LIGHTS**  
When pool lights are used for practices/meets, **DISTRICT** Staff or **WAC** Coaches shall turn off the lights at the conclusion of the practices/meets.
- c. **LIFEGUARDS**  
The **DISTRICT** will provide (1) or more qualified lifeguards to be on the deck to supervise pool activities. The lifeguard(s) will be on deck, maintaining surveillance of all swimmers during all pool use.

- d. **QUALIFIED AQUATICS STAFF**  
**WAC** will provide a minimum of one additional qualified aquatics staff to be on the deck during all **WAC** activities. The **WAC** qualified aquatics staff must hold current certifications in Lifeguarding, CPR First Aid for Professional Rescuer and First Aid for Public Safety Personnel (within 2021). The Coach(es) must be prepared to assist the lifeguard(s) with water rescues, cardiac emergencies, respiratory emergencies, other first aid emergencies and lifeguard for the fifteen-minute breaks for SRPD Staff. **WAC** will provide a copy of certification for all qualified aquatics staff to the **DISTRICT** by June 1<sup>st</sup> each year. In addition, a complete **WAC** Coaches Roster along with copies of each Coaches USA Swimming Identification Cards are due by June 1<sup>st</sup> each year or when new Coaches are hired by **WAC**.
- e. **EQUIPMENT STORAGE**  
**WAC** is responsible for properly storing all team equipment at the conclusion of its session. Equipment may not be stored at Antelope Aquatic Complex and/or Rusch Park Pool unless approval granted through Recreation Services Manager in advance. The **DISTRICT** is not responsible for lost, stolen, or damaged equipment.
- f. **OPENING/CLOSING PROCEDURES AND SECURITY**  
**DISTRICT** staff will be responsible for unlocking and opening the pool facility. Opening procedures include, but are not limited to, unlocking restrooms, unlocking lifeguard room, visually inspecting pools, checking pool chemicals, and protecting the participants from any hazards detected. At the conclusion of each use, the **DISTRICT** is responsible for securing and locking the restrooms, lifeguard room, and pool area, and ensuring the deck and pool are vacated.
- g. **KEYS**  
**DISTRICT** Staff will be responsible for the facility keys to the Antelope Aquatic Complex and/or Rusch Park Pool. If **WAC** is issued a set of keys to access equipment or set up for an event, these keys may only be used by authorized adults to access areas of authorized access. Areas of authorized access include restrooms and the Lifeguard Room. Areas of authorized access **DO NOT** include the Pump Room, and the Cashier Booth. **WAC** understands and agrees that any unauthorized duplication or distribution of pool facility keys will require the locks to the affected pool facility be changed, at **WAC**'s sole cost and expense.
- h. **VANDALISM**  
**WAC** is required to report any vandalism or mechanical problems immediately to the **DISTRICT**. If **DISTRICT** staff is not accessible to report problems, contact the Recreation Services Manager (707) 344-8048 Cellular or (916) 721-0410 Office or (916) 725-1585 District Office during weekday business hours.
- i. **CLEAN UP**  
**WAC** will be the primary responsible party to maintain the cleanliness of the facility when they are the sole user. **WAC** shall leave facility as it appeared upon arrival of that particular session. **WAC** is responsible for picking up garbage and depositing it into the

trash receptacles. When **WAC** is only renting a portion of a facility, **WAC** will only be responsible for the clean-up of the area they used. **WAC** shall pick up lost and found items at the end of each session. The **DISTRICT** will be responsible for regular cleanings of the restroom and facility.

j. **PARKING**

**WAC** coaches, parents and participants are prohibited from parking in any loading zone or fire lanes. This includes the no parking zones immediately in front of and behind the Rusch Park Pool as these areas should NOT be utilized for swimmer drop off or pick up. Every effort by the **WAC** Coaches to inform their membership of these No Parking Areas are appreciated.

k. **GENERAL SAFETY**

**WAC** members, spectators, and swim meet participants shall not enter the pool facility until a **WAC** Coach and **DISTRICT** Staff member are both present. **WAC** shall supervise all members, spectators, and swim meet participants always during use of the pool facility. At least one (1) **WAC** Coach shall remain inside the pool facility until all members, spectators, and swim meet participants have exited the pool facility.

4. **TERMINATION:**

Either party may terminate this Agreement without cause by thirty (30) days written notice to the other party. The District Administrator shall give notice of termination by **DISTRICT**. In the event **WAC** terminates without the advance notice to the District Administrator as required by this paragraph, the **WAC** shall be responsible for any financial loss incurred by the **DISTRICT** pursuant to this Agreement.

5. **INDEMNIFICATION**

**WAC** shall defend, indemnify and hold harmless the Sunrise Recreation and Park District, the County of Sacramento, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against any and all demands, claims, actions, losses, liabilities, damages, and costs, including payment of reasonable attorneys' fees, arising out of or resulting from **WAC's** performance of this Agreement, except and in proportion to the extent caused by the negligence or willful misconduct of the **DISTRICT**, County, its Board of Supervisors, officers, directors, employees, agents or volunteers.

6. **INSURANCE**

Without limiting **WAC's** indemnification, **WAC** 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 **WAC** 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 the **DISTRICT** shall not pay any sum to **WAC** under this Agreement unless and until the **DISTRICT** is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this agreement may be grounds for material breach of contract.

**7. HOURS AND DATES OF USE**

The pre-arranged hours and dates of use are listed in Exhibit B. The **DISTRICT** will reserve these times for **WAC**.

These times and dates will only be changed if:

- 1) it is agreeable to both the **DISTRICT** and **WAC**, or
- 2) emergency maintenance limits access to the facility, or
- 3) emergency weather conditions deem the facility unsafe for use.

In the rare instance of a major facility shut-down (including but not limited to: major mechanical malfunctions with pool pumps, pool filters, pool heaters, or major structural issues with pools or restrooms), the **DISTRICT** reserves the right to cancel any necessary pre-arranged hours and dates until such time as the problem(s) can be fixed.

If a **DISTRICT** imposed cancelation occurs, a refund of time (in the form of additional use) or money will be arranged.

**WAC** will not hold the **DISTRICT** responsible for any potential lost revenue due to facility closures.

Additional hours and dates can be added at the fees outlined in this contract if it is agreeable to both the **DISTRICT** and **WAC**. An addendum to the current agreement of up to 2 additional years can be agreed upon by **DISTRICT** and **WAC** in a short signed document. The agreement costs can rise as costs to the **DISTRICT** increase.

Schedule changes to the outline in Exhibit B that are made by **WAC** will be given to the **DISTRICT** in writing by the 18<sup>th</sup> of each month for the following month.

The general dates of the rental Agreement, as outlined in Exhibit B will include:

- a) Regular pool usage from May 1, 2021 – April 30, 2022

**8. RENTAL FEE**

In consideration of the **DISTRICT**'s promise to allow **WAC** use of the pool facilities, **WAC** agrees to pay the rental fee set forth in Exhibit B. Full payment for each month is due to **DISTRICT** by the 10<sup>th</sup> of each month. Payments not received within ten (10) calendar days of the due date shall incur a late charge equal to five percent (5%) of the amount due and such Late Charge shall be immediately due and payable. Furthermore, **DISTRICT** may deny **WAC** access to pool(s), modify schedules, and/or terminate this Agreement if payments are not received by their due date. Payments will not be refunded by the **DISTRICT** for non-use, including inclement weather. **WAC** will only be eligible for credit and/or refund based on the conditions outlined in #7.

Please make payments to:  
Sunrise Recreation & Park District  
Attn. Colin Smith  
7801 Auburn Blvd.  
Citrus Heights, CA 95610

9. **POOL TEMPERATURE**

**DISTRICT** shall ensure that the pool facility temperature is maintained at 77-82 DEGREES Fahrenheit. If equipment failure causes excessive variations in pool temperature, **WAC** will have the option of continuing with the rental day(s) or canceling insufficiently heated day(s) in accordance with #7.

10. **DAMAGES**

**WAC** agrees to assume all responsibility for any damages done to the premises or facility or equipment as a result of usage by **WAC**, its guests or persons associated with **WAC**. **WAC** shall be responsible for all cost of repairs and/or replacement based on the **DISTRICT'S** reasonable assessment of damages. The **DISTRICT** shall not be responsible for the cost of repairs and/or replacement of **WAC's** equipment or supplies that are stored at the pool(s).

11. **COMPETITIVE SWIM MEETS**

- a. **WAC** acknowledges and agrees that all competitive swim meets, and special events shall be scheduled by **DISTRICT** as space is available, which shall be determined in **DISTRICT's** sole and exclusive discretion. Prior to submitting any scheduling requests for specific dates for swim meets and special events, **WAC** shall identify potentially available dates with **DISTRICT** Staff. **DISTRICT** agrees to make a good faith effort to provide Rusch Park Pool and **DISTRICT** facilities as requested by **WAC**. However, **WAC** recognizes and agrees that other Aquatics programs as well as **DISTRICT** programs and user groups will be using **DISTRICT** facilities including adjacent park facilities and amenities, and such use may take priority over **WAC's** desired use.
- b. **WAC** shall be entitled to sponsor/host up to three (3) competitive swim meets (not including Intra-Squad Meets) at the Rusch Park Pool each year. No more than one (1) of these competitive swim meets may be held during the months between Memorial Day Weekend through Labor Day Weekend. **WAC** will be charged an additional cost of up to \$2,000 per day facility rental fee for swim meets held between Memorial Day Weekend through Labor Day.
- c. **WAC** shall reimburse **DISTRICT** for the cost of having **DISTRICT** Lifeguard(s) and Maintenance Staff present during all competitive swim meets. An estimate of Lifeguard(s), Maintenance and refuse costs shall be provided the **DISTRICT** to **WAC** prior to swim meet.
- d. At each of these competitive swim meets, **WAC** may charge pool fees, event fees and/or admission fees to each entrant (as permitted by USA Swimming and the Sierra Nevada Local Swim Committee).
- e. **WAC** is entitled to operate a food, beverage, and merchandise concession for its three (3) competitive swim meets.

**WAC** shall be responsible for providing all food, beverage, and merchandise to be sold at the concession areas, providing all concession workers and for obtaining all required permits and licenses required by the **DISTRICT**, City of Citrus Heights and/or Sacramento County. The location of these concession areas shall be approved by the **DISTRICT** at least one week before the planned swim meet.

**12. POOL RULES**

- The **DISTRICT** shall not permit any alcoholic beverages, drugs or other intoxicants to be served, displayed or consumed on its premises or in the area surrounding the facility at any time. A violation of this policy shall be grounds for immediate termination of this Agreement and **WAC** shall not be entitled to a refund of any portion of amounts paid to the **DISTRICT**.
- Smoking is not permitted anywhere on the premises.
- The use or possession of firearms, or anything resembling a firearm, is prohibited anywhere on the premises.
- Glass containers will not be allowed anywhere in the aquatic facilities.
- No running on deck or grass.
- No animals/pets within the fenced pool area.
- Foul or otherwise offensive language is not allowed.
- Vandalism will not be tolerated and may result in a pool suspension.
- Twists, back dives, flips, cannonballs and other splash dives are not allowed.
- Do not jump or dive around other swimmers
- Swimmers must dive directly out from the wall.
- Do not hang on, sit on, or misuse the ropes and lane lines.
- Hypoxic training is prohibited.
- Only **WAC**'s registered participants and coaches may enter the pool.
- **WAC** Staff will follow and enforce all **DISTRICT** rules at all times.
- Only **DISTRICT** and **WAC** Staff will be permitted in the Lifeguard Office.

**13. COMPLIANCE WITH ALL APPLICABLE LAWS, RULES, & REGULATIONS**

**WAC** shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings. **WAC** agrees to abide by all applicable local, federal, and state accessibility standards and regulations. **WAC** further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc.

**Current COVID Compliance for Aquatics may include:**

Participant temperature and wellness checks  
Limiting lane use to promote social distancing  
Extended transition time for distancing and cleaning  
Other guidelines set by federal, state, and county departments

The **DISTRICT** reserves the right to immediately revoke **WAC's** right to use of the facility under this agreement should **WAC** fail to comply with any provision of this section.

**14. FORCE MAJEURE EVENTS**

Notwithstanding anything to the contrary contained in this agreement, the **DISTRICT** shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. **WAC** waives any right of recovery against the **DISTRICT** and **WAC** shall not charge results of "acts of God" to the **DISTRICT** its officers, employees, or agents.

**15. NONDISCRIMINATION:**

**WAC** shall not discriminate with respect to race, color, religion, or gender in the hiring of any employees pursuant to this contract. **WAC** shall not discriminate with respect to race, color, religion, or gender in the registration of any participants pursuant to this contract

**IN WITNESS WHEREOF**, parties hereto have caused this agreement to be executed in duplicate.

**WOLVERINE AQUATICS CLUB (WAC)**  
Chris Breitbart, Owner of **WAC**  
(916) 218-2894

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

On behalf of the:  
**WOLVERINE AQUATICS CLUB**

**ATTEST:** **Sunrise Recreation and Park District**  
a dependent **District** of Sacramento County

\_\_\_\_\_  
District Administrator, Dave Mitchell

\_\_\_\_\_  
Date



**EXHIBIT A to Agreement  
between the Sunrise Recreation & Park District,  
hereinafter referred to as "DISTRICT," and  
WOLVERINE AQUATICS CLUB, hereinafter referred  
to as "WAC"**

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting **WAC's** indemnification, **WAC** 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 **WAC**, 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**, insurance provisions in these requirements do not provide adequate protection for **DISTRICT** and for members of the public, **DISTRICT** may require **WAC** 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.

VERIFICATION OF COVERAGE

**WAC** shall furnish the **DISTRICT** with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** The **DISTRICT** may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the **DISTRICT**, the interests of the **DISTRICT** and the general public is 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 **WAC** provide complete, certified copies of any policy of insurance offered in compliance with these specifications.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **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**.
2. **AUTOMOBILE LIABILITY:** Insurance Services Office's Commercial Automobile Liability coverage form CA 0001.

- a. 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.
  - b. Personal Liability automobile insurance shall apply if vehicles are individually owned.
3. **WORKERS’ COMPENSATION:** Statutory requirements of the State of California and Employer's Liability Insurance.
  4. **PROFESSIONAL LIABILITY:** or Errors and Omissions Liability insurance appropriate to the **WAC**’ profession.
  5. **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 coverage’s 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.

### **MINIMUM LIMITS OF INSURANCE**

**WAC** shall maintain limits no less than:

1. **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/or No General Aggregate
Products Comp/Op Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000

Building Trades Contractors and Contractors engaged in other projects of construction shall have their general liability Aggregate Limit of Insurance endorsed to apply separately to each job site or project, as provided for by Insurance Services Office form CG-2503 Amendment-Aggregate Limits of Insurance (Per Project).

2. **AUTOMOBILE LIABILITY:**

- a. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
- b. Personal Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

3. **WORKERS' COMPENSATION:** Statutory. Not applicable if there are no employees.
4. **EMPLOYER'S LIABILITY:** \$1,000,000 per accident for bodily injury or disease. Not applicable if Workers' Compensation does not apply.
5. **PROFESSIONAL LIABILITY OR ERRORS AND OMISSIONS LIABILITY:** Not applicable.

### **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**.

### **CLAIMS MADE PROFESSIONAL LIABILITY INSURANCE**

If professional liability coverage is written on a Claims Made form:

1. The "Retro Date" must be shown and must be on or before the date of the Agreement or the beginning of Agreement performance by **WAC**.
2. Insurance must be maintained, and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
3. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the **WAC** must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

### **OTHER INSURANCE PROVISIONS**

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

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** may waive or alter this requirement or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the **DISTRICT**, the interests of the **DISTRICT** and the general public are adequately protected.
2. **MAINTENANCE OF INSURANCE COVERAGE:** **WAC** shall always maintain all insurance coverages in place and provide the **DISTRICT** with evidence of each policy's renewal ten (10) days in advance of its anniversary date. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days' written notice for cancellation or sixty (60) days' written notice

for non-renewal has been given to the **DISTRICT**. For non-payment of premium 10 days' prior written notice of cancellation is required.

### **COMMERCIAL GENERAL LIABILITY AND/OR COMMERCIAL AUTOMOBILE LIABILITY**

1. **ADDITIONAL INSURED STATUS:** The **DISTRICT**, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insured as respects: liability arising out of activities performed by or on behalf of **WAC**; products and completed operations of **WAC**; premises owned, occupied or used by **WAC** or automobiles owned, leased, hired or borrowed by **WAC**. The coverage shall contain no endorsed limitations on the scope of protection afforded to the **DISTRICT**, its officers, directors, officials, employees, or volunteers.
2. **CIVIL CODE PROVISION:** Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
3. **PRIMARY INSURANCE:** For any claims related to this Agreement, **WAC's** insurance coverage shall be endorsed to be primary insurance as respects the **DISTRICT**, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the **DISTRICT**, its officers, directors, officials, employees, or volunteers shall be excess of the **WAC's** insurance and shall not contribute with it.
4. **SEVERABILITY OF INTEREST:** **WAC'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. **SUBCONTRACTORS:** **WAC** shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by Contractors subcontractor.

### **PROFESSIONAL LIABILITY**

**PROFESSIONAL LIABILITY PROVISION:** Any professional liability or errors and omissions policy required hereunder shall apply to any claims, losses, liabilities, or damages, demands and actions arising out of or resulting from professional services provided under this Agreement.

### **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 **DISTRICT**, its officers, directors, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the **WAC**.

## PROPERTY

Course of Construction (COC) Waiver of Subrogation: **Any Course of Construction (COC) policies maintained by the WAC in performance of the Agreement shall contain the following provisions:**

1. The **DISTRICT** shall be named as loss payee.
2. The Insurer shall waive all rights of subrogation against the **DISTRICT**.

Inland Marine Waiver of Subrogation: Any Inland Marine insurance policies maintained by **WAC** in performance of the Agreement shall be endorsed to state that the insurer shall waive all rights of subrogation against the **DISTRICT**.

## NOTIFICATION OF CLAIM

If any claim for damages is filed with **WAC** or if any lawsuit is instituted against **WAC**, that arise out of or are in any way connected with **WAC's** performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect **DISTRICT**, **WAC** 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.



**Exhibit B**  
**WOLVERINE AQUATICS CLUB**  
**Pricing Worksheet**

**WAC Monthly Billing:**

**Projected Utilities:**

This monthly bill includes projected utility bills from pool PG&E (Gas), pool chemicals, SMUD (electricity). The amount owed will vary monthly, but it has been projected and then averaged out into 12 monthly payments = **\$3,516.00\***. The total utility costs of **\$42,192.00\***.

**Rental Fees:**

This monthly bill includes projected rental fees for **WAC** using the facility for **19,884 Lane hours\*** over 12 months. Each lane hour will be billed as **\$3.75\*** when using one facility. The amount owed will vary monthly but it has been projected and then averaged out into 12 monthly payments = **\$6,214.00\***. The total rental fee costs of **\$74,568.00\***.

**Monthly Bill:**

The billing for **WAC** will be broken down into 12 even monthly payments of: **\$9,730.00\***  
Included in the monthly bill will be Projected Utilities Costs and Rental Fees.  
The 12 monthly payments come to a total of **\$116,760.00\***.

\*These numbers are projected and are subject to change based on increase in utility costs and/or increase in hours and staffing needs.

**WAC Swim Meet Billing:**

**WAC** shall reimburse **DISTRICT** for the cost of having **DISTRICT** Lifeguard(s) and Maintenance Staff present during all competitive swim meets. An estimate of Lifeguard(s), Maintenance and refuse costs shall be provided by **DISTRICT** to **WAC** prior to swim meet.