

**AGREEMENT BETWEEN MT. DIABLO UNIFIED SCHOOL DISTRICT AND THE  
PLEASANT HILL FOURTH OF JULY COMMISSION FOR RISK SHARING  
PARTICULAR TO THE 2018 AND 2019 FOURTH OF JULY CELEBRATIONS**

This Agreement ("Agreement") is entered into by and between Mt. Diablo Unified School District (hereinafter "District") and the Pleasant Hill Fourth of July Commission (hereinafter "Commission").

RECITALS

A. The District is the responsible and supervising entity of College Park High School (hereinafter "College Park"). The District owns the structure(s) and land upon which College Park is currently situated.

B. The District and Commission wish to work together to provide the Pleasant Hill community with a Fourth of July celebration in the summers of 2018 and 2019, primarily a fireworks display at College Park High School on the evening of July 4 in each respective year, provided by a duly insured and permitted subcontractor of Commission.

C. The Commission is responsible for coordination with Contra Costa Fire Protection District and Pleasant Hill Police Department and provision of all public safety requirements and permits for its subcontractor.

D. The District and Commission understand that each entity risks being the subject of legal action from performing this public service.

E. The District and Commission wish, to the extent allowed by law and reasonably feasible to the parties, to share the risk and responsibility of claims, if any, arising out of the 2018 and 2019 Fourth of July events.

In consideration of the terms of this Agreement and notwithstanding any differing terms in any other agreement between the parties, the parties agree as follows:

1. **Indemnification**

(a) **Commission's Indemnification of District.**

Commission hereby agrees to indemnify, defend, and hold District and its board of trustees, administrators, agents and employees harmless from any claims, losses, damages, injuries, liabilities, costs and expenses, including attorneys' fees (collectively, "Claims"), incidental to, arising from, or related in any way to Commission's 2018 and 2019 Fourth of July celebrations at College Park High School, except to the extent such Claims result from the negligence or intentional misconduct of District or its board of trustees, administrators, agents and employees.

(b) District's Indemnification of Commission.

District hereby agrees to indemnify, defend, and hold Commission and its directors, officers, and agents harmless from any Claims incidental to, arising from, or related in any way to Commission's 2018 and 2019 Fourth of July events at College Park High School, except to the extent such Claims result from the negligence or intentional misconduct of Commission or its directors, officers, or agents.

(c) Limits on Duty to Indemnify.

The parties' agreement to indemnify each other shall extend only to the limits of insurance available to each party, individually or collectively, with respect to the Claims.

2. **Liability Insurance**

(a) Commission Liability Insurance.

Commission shall maintain, at its own expense, insurance for the duration of this Agreement against injuries to persons or damage to property which may arise from or be related in any way to Commission's 2018 and 2019 Fourth of July events at College Park High School. This coverage shall be written on an occurrence basis and shall be maintained during the entire period covered by the Agreement. The policy limits shall be not less than \$1,000,000.00 per occurrence, with an aggregate of \$2,000,000.00.

(b) District Liability Insurance.

District shall maintain, at its own expense, insurance for the duration of this Agreement against injuries to persons or damage to property which may arise from or be related in any way to Commission's 2018 and 2019 Fourth of July events at College Park High School. This coverage shall be written on an occurrence basis and shall be maintained during the entire period covered by this Agreement. The policy limits shall be not less than \$10,000,000.00 per occurrence.

(c) Additional Insured Endorsements.

Each party shall name the other party as an additional insured on all liability insurance policies or insurance programs that each party maintains. Prior to the events for which this Agreement is made, each party shall provide to the other (1) certificates evidencing their respective liability insurance, and (2) endorsements naming each party as an additional insured on the other's liability insurance policies or insurance programs, as the case may be. Such insurance shall provide for waivers of subrogation rights against the insurance of the other, and provide that Commission's policy of insurance shall be primary with respect to Claims.

(d) Delivery of Evidence of Insurance and Endorsements.

Each party shall provide to the other certificates of insurance and original

endorsements affecting coverages required in this Agreement, no later than ten (10) calendar days prior to Commission's 2018 and 2019 Fourth of July event at College Park High School.

3. **Notice**

All correspondence and notice provided for hereunder shall be sent to the parties, by regular first class mail or by electronic mail, as follows:

TO DISTRICT:

Mt. Diablo Unified School District  
c/o Dr. Nellie Meyer, Superintendent  
[superintedentsoffice@mdusd.org](mailto:superintedentsoffice@mdusd.org)  
1936 Carlotta Drive  
Concord, CA 94519

TO COMMISSION:

Pleasant Hill Fourth of July Commission  
c/o Sandy Vinson, Chair  
email: \_\_\_\_\_  
P.O. Box 23272  
Pleasant Hill, CA 94523-0272

4. **Term and Termination**

The term of this Agreement shall be for two (2) years or through the end of the 2019 Fourth of July event at College Park, whichever is later. The District may, by written or electronic mail notice to Commission, terminate this Agreement on or before December 1, 2018. Thereafter, the parties may renew this Agreement prior to any subsequent Fourth of July event.

5. **Entire Agreement**

This Agreement may be executed in counterparts and contains the entire agreement between the parties hereto with respect to the matters set forth herein. No promise, representation, warranty or covenant not included in this Agreement has been or is relied on by any of the parties hereto.

6. **Effective Date**

This Agreement shall be effective on the last date shown below on which this Agreement is executed.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>
ANY PERSON OR LEGAL ENTITY IN WHICH YOU HAVE A WRITTEN CONTRACT, AGREEMENT, OR PERMIT WHICH REQUIRES THAT YOU NAME THE CONTRACTING PARTY AS AN ADDITIONAL INSURED. Pleasant Hill Fourth of July Commission 101 Lena Ct. Pleasant Hill, CA 94523  Date of Display: July 4, 2018 Location: College Park High School, Pleasant Hill, CA Additional Insureds: Pleasant Hill Fourth of July Commission, Fourth of July Commission of Pleasant Hill, City of Pleasant Hill, Pleasant Hill Recreation & Park District, Pleasant Hill Chamber of Commerce, Mount Diablo Unified School District, Contra Costa County Fire Protection District, Diablo Valley College and their officers, agents, and employees when acting in their official capacity as such.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" but only to the extent caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
  2. In connection with your premises owned by or rented to you.
- B.** The insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.
- C.** The Limits of Insurance afforded to an additional insured shall be the lesser of the following:
1. The Limits of Insurance required by the written agreement between the parties; or
  2. The Limits of Insurance provided by this Coverage Part.
- D.** With respect to the insurance afforded to an additional insured, the following additional exclusion applies:
- This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its employees.