

REVOCABLE LICENSE AGREEMENT FOR USE OF COUNTY FACILITIES

This Agreement (“Agreement”), made and entered into on September 24, 2024, is by and between the County of Sonoma, a political subdivision of the State of California, (“County”), and **City of Sebastopol**, a political subdivision of the State of California (“Licensee”). County and Licensee are sometimes collectively referred to herein as the “parties” and singularly, a “party.”

R E C I T A L S

WHEREAS, County owns certain real property located at triangle of land adjacent to the entry point of the Joe Rodota Trail on Hwy 116 just south of the USPS Annex at 275 Petaluma Ave, Sebastopol, CA 95472, APN 004-072-012 (hereinafter called the “County Property”); and

WHEREAS, Licensee requested the use of a portion of County Property to install, maintain and operate at Licensee’s expense a public art installation (Artwork); and

WHEREAS, Licensee published a Request for Proposals for public art project open to artists living in the State of California and three proposals were received;

WHEREAS, the artwork proposals were displayed for public viewing and feedback at the Sebastopol Regional Library, followed by evaluation of the proposals and selection of a finalist by the Sebastopol Public Arts Committee; and

WHEREAS, art work (Artwork), titled *Koan*, created by the Sonoma County artist Bruce Johnson, was selected for the installation; and

WHEREAS, the Sebastopol City Council has reviewed and approved the installation of Artwork; and

WHEREAS, County finds that this license would be in the public interest and would not substantially interfere or conflict with County’s use of the Property; and

WHEREAS, County and Licensee desire to execute and enter into this Agreement for the use of the said portion of County Property on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the Premises and of the agreements of the respective parties herein set forth, it is mutually agreed as follows:

A G R E E M E N T

1. License. The County gives its permission, subject to all the terms and conditions of this Agreement, to Licensee use that portion of real property described in Section 2, below.

2. Premises. Licensee is hereby permitted to the non-exclusive use a portion of the County Property as specifically shown in **Exhibit A** attached hereto and made a part hereof (“Premises”), consisting of triangle of land adjacent to the entry point of the Joe Rodota Trail on Hwy 116 just south of the USPS Annex at 275 Petaluma Ave, Sebastopol, CA 95472. Licensee is not permitted use or occupancy of any other area of County Property outside of Premises without prior written approval of County.

3. Non-Exclusive License. The license herein granted is non-exclusive. County continues to maintain and control the Premises including, without limitation, leasing, sub-leasing and granting of additional licenses.

4. Term. The term of this Agreement shall commence on September 24, 2024 and expire on September 23, 2049.

5. Consideration. The standard license fee is waived. In exchange, Licensee shall provide County valuable consideration as follows: Establish, operate, and maintain at Licensee's expense a public Artwork as specified in Exhibit B at the Premises. Licensee shall be responsible for all expenses associated with the installation and maintenance of Artwork.

6. Use. Licensee's use shall be limited to a public art installation and maintenance. No other use shall be permitted. No alcohol or other drugs shall be consumed on the premises. The rules and regulations attached hereto as Exhibit C, as well as such rules and regulations as may be adopted by County and provided to Licensee for the safety, care and cleanliness of the Premises and the preservation of good order thereon and hereby expressly made a part hereof, and Licensee hereby agrees to comply with them.

7. Equipment Installation and Operation. Licensee shall install equipment and improvements at its sole cost and expense, subject to the prior written approval of county of location and connection methods. Licensee's equipment shall be installed, operated and maintained in accordance with the highest standards now and hereafter generally employed for similar equipment. In the event the installation, operation or maintenance of said equipment causes direct or indirect interference with the operation of County's facilities, equipment or the equipment of County's tenants, or other licenses, Licensee shall correct said interference, at its sole cost and expense, to the satisfaction of County. In the event said interference cannot be corrected, Licensee shall promptly remove said equipment.

8. Taxes. Licensee agrees to pay any and all lawful taxes, assessments, or charges, which may at any time be levied by any public entity upon any improvements made as a result of this Agreement.

9. Possessory Interest. Licensee expressly recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes lived on such interest.

10. Compliance with Laws. Licensee represents to County and hereby warrants that Licensee has complied with all laws applicable to the acceptance and use of the license herein granted. Licensee shall observe and comply at all times with all applicable federal, state and county statutes and ordinances, rules, regulations, directives, and orders of governmental agencies now in force or which may hereinafter be in force relating to or affecting the use of the license herein granted.

11. Waste, Nuisance. Licensee shall not commit, suffer, or permit the commission by others of: (i) any waste or nuisance on the Premises; (ii) any action or use of the Premises which interferes or conflicts with the use of the Premises by County or any authorized person; or (iii) any action on the premises in violation of any laws or ordinances.

12. Inspection. County shall be permitted to enter and inspect the licensed Premises at any and all times.

13. Extent of Grant of License. This Agreement and the license herein granted are valid only to the extent of County's jurisdiction as a landowner or tenant of the Premises. Acquisition of any other necessary permits or entitlements for use is the responsibility of Licensee. NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED AS A RELINQUISHMENT OF ANY RIGHTS NOW HELD BY COUNTY.

14. Non-Liability of County. County, its officers, agents, and employees shall not be liable to Licensee for any loss or damage to Licensee or Licensee's property from any cause. Licensee expressly waives all claims against County, its officers, agents, and employees, unless such injury or damage is caused by or due to the sole negligence or willful misconduct of County, its officers, agents, and employees.

15. Indemnification. Licensee agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, reimburse and release County, its officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, disabilities, or expenses, including but not limited to attorneys' fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in a action by County to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity, including Licensee, arising out of or in connection with any of the circumstances described in Sections 15.1, 15.2, 15.3, and 15.4, whether or not there is concurrent negligence on the part of county, but, to the extent required by law, excluding liability due to the sole or active negligence or due to the willful misconduct of County. If there is a possible obligation to indemnify, Licensee's duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify. County shall have the right to select its own legal counsel at the expense of the Licensee, subject to Licensee's approval, which approval shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Licensee or its agents under the workers' compensation acts, disability benefits acts, or other employee benefits acts.

15.1. Use of Premises. Use of the Premises in any manner by Licensee, its agents, employees, invitees, subtenants, licensees, and contractors, and the agents, employees, patrons, contractors and invitees of subtenants, including any use of the Premises not allowed under this agreement.

15.2. Breach by Licensee. Any breach by Licensee of the terms, covenants or conditions herein contained.

15.3. Approval of Agreement. The approval of this Agreement by County.

15.4. Other Activities. Any other activities of Licensee, its agents, employees, and subtenants.

16. Insurance. With respect to performance of work under this Agreement, Licensee shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit D, which is attached hereto and incorporated herein by this reference.

17. Liability for Loss or Damage to County Property. Licensee shall be liable to County for any loss or damage to the Premises arising from or in connection with Licensee's performance hereunder or any of its officers, agents, and employees.

18. Statutory Compliance/Living Wage Ordinance. Licensee agrees to comply, and to ensure compliance by its sublicensees, or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma

Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended, or modified during the term of this Agreement. Without limiting the generality of the foregoing, Licensee expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of this Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

19. Prevailing Wages.

19.1. General. Licensee shall pay to persons performing construction work of over \$1,000.00, including repair work, hereunder an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and County to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Agreement. Licensee shall also cause a copy of this determination of the prevailing wage rate of per diem wages to be posted at each site work is being performed. Copies of the prevailing wage rate of per diem wages are on file at the Sonoma County Regional Parks Department and will be made available to any person upon request.

19.2 Subcontractors. Licensee shall insert in every subcontract or other arrangement which Tenant may make for performance of such work or labor on work provided for in the Agreement, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code. Pursuant to Labor Code Section 1775(b)(1), Tenant shall provide to each Subcontractor a copy of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code.

19.3 Compliance with Laws. Licensee stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code Sections 1775, 1776, 1777.5, 1813, and 1815 and California Code of Regulations, Title 8 Section 16000, et seq.

20. Termination. If this Agreement is terminated, the terms of Section 15 hereof shall survive such termination. County may terminate this Agreement, at any time, for any reason whatsoever, with 365 days written notice to Licensee. Upon the termination of the contract, Licensee shall remove the artwork at its sole expense. If the Artwork is removed from the Premises or destroyed, this license shall terminate 60 days after destruction or removal of the Artwork, unless a replacement display is proposed by Licensee and approved in writing by the Director of the Sonoma County Regional Parks Department prior to the passage of the 60 day period.

21. License is Personal. The license herein granted is personal to Licensee and no right hereunder may be assigned, sublet, or otherwise transferred in whole or in part without the prior written consent of County, and any attempt to assign, sublet or transfer shall be of no force or effect whatsoever unless and until County shall have given its written consent thereto. County may withhold its consent for any reason.

22. Provisions are Conditions of Use/Occupancy. Each provision of this Agreement shall be deemed a condition of the right of Licensee to use or continue to occupy the Premises.

Notwithstanding anything stated to the contrary herein, if Licensee fails to perform any provision of this Agreement at the time and in the manner herein provided, County may at its option immediately terminate this Agreement; this right to terminate shall be cumulative to any other legal right or remedy available to County.

23. Licensee to Act in Independent Capacity. Licensee, its officers, agents, and employees shall act in an independent capacity and shall not represent themselves to be or be construed to be officers, agents, or employees of County.

24. License Not a Lease. This Agreement does not constitute a lease, but constitutes a mere revocable license and Licensee is limited to the use of the Premises expressly and specifically described above. If access routes are not specifically described in Section 2 of this Agreement, Licensee shall be entitled to use only the access route(s) designated by the County. Licensee shall have no right or privilege in any respect whatsoever to use any other part of the property of County for any purpose whatsoever. Licensee disclaims any interest that when coupled with the license herein granted would render it irrevocable.

25. Notice. All notices and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices and payments shall be addressed as follows:

If to County: County of Sonoma, Regional Parks Department
2300 County Center Drive, Suite 120A
Santa Rosa, CA 95403
Bert Whitaker, Regional Parks Director
bert.whitaker@sonoma-county.org
(707) 565-2041

If to Licensee: City of Sebastopol
7120 Bodega Avenue
Attn: Planning Director
Sebastopol, CA 94572

Either party may at any time change its address for notices by giving written notice of such change to the other party in the manner provided in this Section 25.

26. No Continuing Waiver. The waiver by County of any breach of the provisions of this Agreement shall not constitute a continuing waiver of any subsequent breach of the same, or of any other provision of this Agreement.

27. Surrender. Upon the expiration or sooner termination of this Agreement, Licensee, at its sole cost and expense, shall remove, revise, or relocate such structures and equipment as are designated by County, restore the Premises to its original condition, and vacate the Premises. Should Licensee neglect to restore the Premises to a condition satisfactory to County, County may perform such work or have the work performed and Licensee shall immediately reimburse County for all direct and indirect costs associated with such work upon receipt of a statement therefore.

28. General Provisions.

28.1. Time of Essence. Time is and shall be of the essence of this Agreement and of each and every provision contained in this Agreement.

28.2. Incorporation of Prior Agreements; Amendments. This Agreement contains all the agreements of the parties with respect to any matter mentioned herein. No prior agreement, or understanding pertaining to any such matter shall be effective. This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification, and this sentence may not be modified or waived by any oral agreement, whether executed or unexecuted.

28.3. Binding Effect; Choice of Law. This Agreement shall be binding upon and inure to the benefit of the parties, their personal representatives, successors, and assigns. This Agreement shall be governed by the laws of the State of California and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

28.4. No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

28.5. Construction of Agreement; Severability. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, regulation, or law. The parties covenant and agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Licensee and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Licensee and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

28.6. Relationship. The parties intend by this Agreement to establish the relationship of licensor and licensee only, and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of licensor and licensee.

28.7. Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions hereof, and shall have no effect upon the construction or interpretation of any part hereof.

28.8. Nondiscrimination. Licensee shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

28.9. AIDS Discrimination. Licensee agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

LICENSEE HAS CAREFULLY READ AND CONSIDERED THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND HEREBY AGREES THAT LICENSEE SHALL BE BOUND BY ALL SAID TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

LICENSEE: **CITY OF SEBASTOPOL**,
a political Subdivision of State of California

By: _____

Name: _____

Title: Mayor

Date: _____

COUNTY: COUNTY OF SONOMA
CERTIFICATES OF INSURANCE ON
FILE WITH AND APPROVED AS TO
SUBSTANCE FOR COUNTY:

By: _____

Date: _____

EXECUTED BY:

By: _____
Regional Parks Department Head

Date: _____

By: _____
Sonoma Public Infrastructure Department
Head

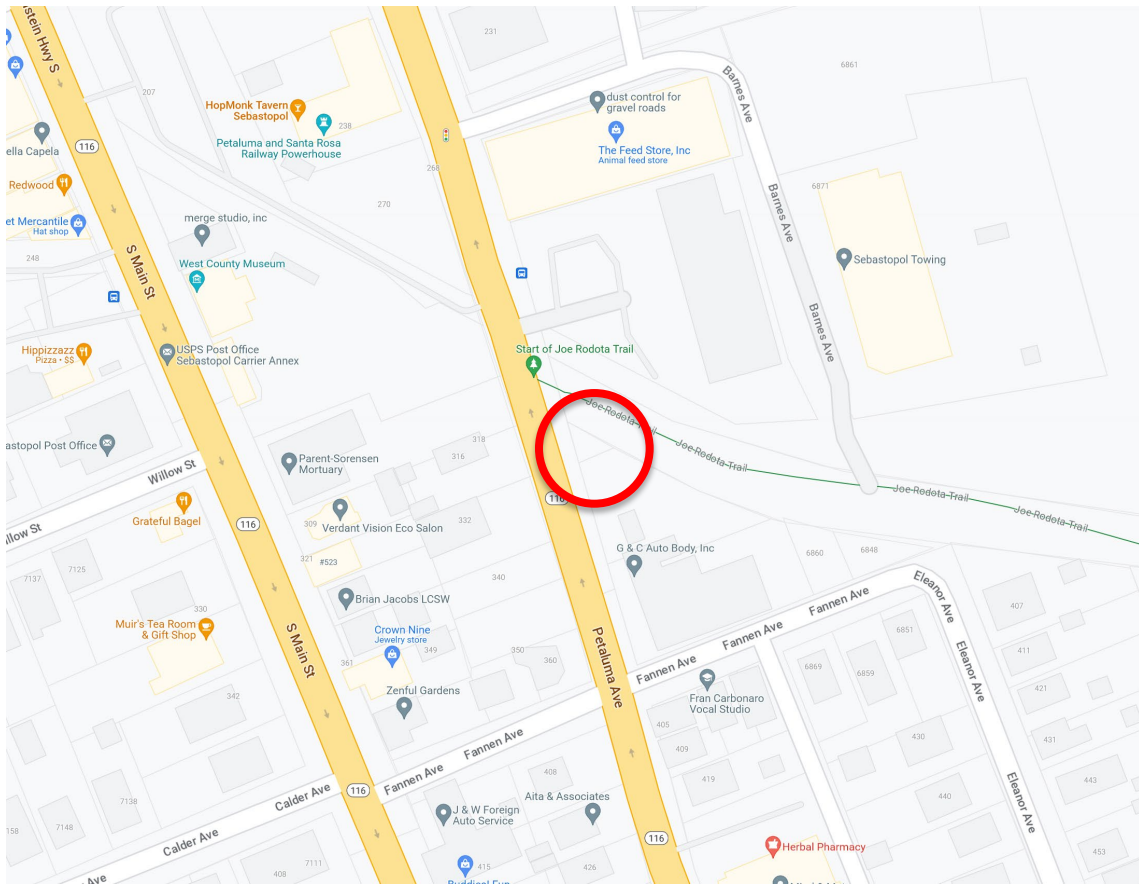
Date: _____

APPROVED AS TO FORM FOR
COUNTY:

By: _____
County Counsel

Date: _____

Exhibit A - Premises



Site Photographs

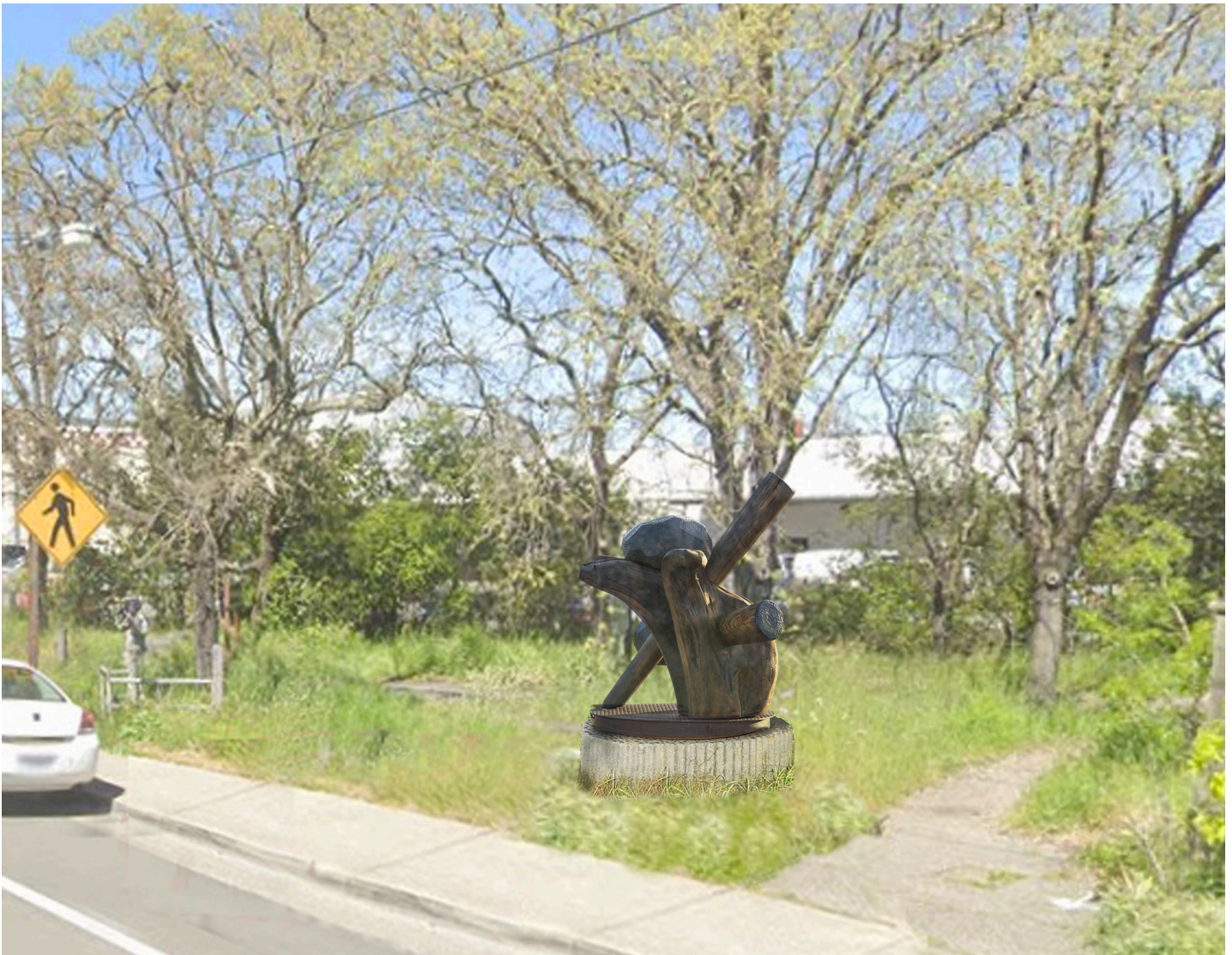


Petaluma Avenue facing east t to site



Petaluma Avenue facing east t to site

EXHIBIT B ART DESCRIPTION / DEPICTION

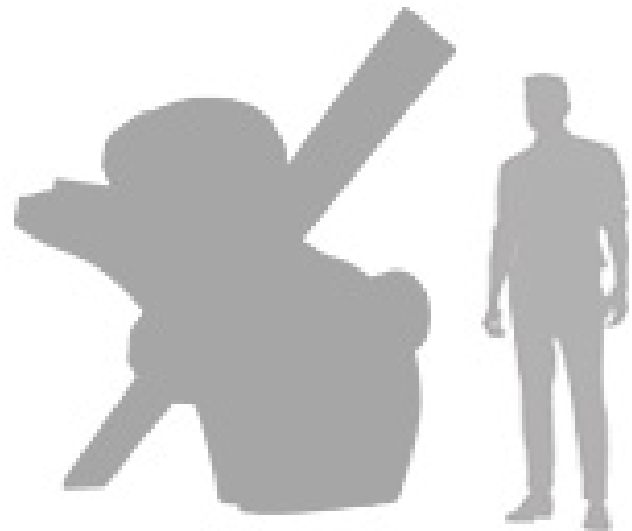


Koan

Materials: Redwood, copper, steel base, concrete plinth

Dimensions: 7' h x 7' w x 5' d

Dimensions with steel base and concrete plinth: 9'h x 7'w x 6'd



BRUCE JOHNSON - SCULPTOR
Sebastopol South Entrance Public Art Project Proposal

Exhibit C

RULES AND REGULATIONS

1. Artwork shall not contain pornographic material matter; advocate or suggest the use of tobacco products or illegal/prohibited substances; advocate for or against political candidates, political campaigns, ballot measures, or political parties or organizations; or advocate a position (directly or indirectly) on any public policy or social issue. Artworks shall not contain objectionable or controversial material such that the Artwork would be objectively offensive to members of the public or to County employees, or contrary to community standards, or would detract from the mission of the County.
2. All displays will meet existing State and Federal laws on obscenity, libel, defamation or character or invasion of privacy.
3. The name and contact information for the group or individual preparing the display must be a part of display; contact information can include website address (website could be used to provide additional information on the artwork and information on pricing).
4. The artwork piece will not be accepted if it is wet, unfinished, or too fragile and/or poses a hazard as determined by the County.
5. Licensee is responsible for the legal and ethical integrity of the artwork.
6. Licensee will not be allowed to change the art or title without the County's consent.
7. All displays must adhere to established guidelines for mounting.
8. Licensee shall not overload the surface of the Premises or in any way deface the Premises or any part thereof except for public art installation purpose.
9. No artwork shall be placed in such a manner or location that it creates a safety or security concern for employees and visitors of the County facility.
10. All artwork is to be hung up or set up and taken down as established within the installation agreement but in no case shall artwork be installed, set-up and removed without advance 48-hour notice being provided to the County.
11. County assumes no responsibility for theft, loss, damage, or destruction of items left for display.
12. Licensee shall be present during the installation and removal of Artwork.

13. County is not responsible for design, engineering, permitting and/or cost associated with modifications or changes to existing facilities required to safely secure displayed Artwork.
14. Licensee shall retain ownership of the Artwork and shall be responsible for the removal of the Artwork at its sole cost upon the expiration or termination of the agreement.
15. No furniture, freight or equipment of any kind shall be brought onto the Premises without the prior notice to County, and all moving of the same shall be done at such time and in such manner as County shall designate. County shall have the right to prescribe the weight, size and position of heavy equipment brought onto the Premises and also the times and manner of moving the same in an out of the Premises. Heavy objects shall, if considered necessary by County, stand on support of such thickness as is necessary to properly distribute the weight. County will not be responsible for loss of or damage to any such safe and property from any cause, and all damage done to the building adjacent to the Premises, by moving or maintaining any such safe of other property shall be repaired at the expense of Licensee.
16. Licensee shall not use, keep or permit to be used or kept any foul or noxious gas or substance on the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to the County by reason or noise, odors and/or vibrations, or interfere in any way with other occupants or those having business herein, nor shall any animals or birds be brought in or kept on or about the Premises. Disability assistance animals shall, however, be permitted on Premises.
17. County will direct electricians as to where and how telephone wires, if any, are to be introduced. No boring or cutting for wires will be allowed without the consent of County.
18. County shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Premises of any person. In case of invasion, mob, riot, public excitement or other commotion, County reserves the right to prevent access to the Premises during the continuance of the same by closing of the doors, roads, or otherwise for the safety of the occupants and protection of property adjacent to Premises.
19. County reserves the right to exclude or expel from the Premises any person who, in the judgement of County, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these rules and regulations or the Agreement to which these rules and regulations are made a part.
20. Licensee shall not disturb, solicit or canvass any occupant of the property adjacent the Premises of which the Premises are comprised or are a part and shall cooperate to prevent same.

Exhibit D

Licensee shall maintain and require its subcontractors and agents to maintain, during the term of this License or any extensions of the term, insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Lease or failure to identify any insurance deficiency shall not relieve Licensee from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the term of this Lease.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Licensee has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
- e. Required Evidence of Insurance:
 - i. Subrogation waiver endorsement; and
 - ii. Certificate of Insurance.

If Licensee currently has no employees as defined by the Labor Code of the State of California, Licensee agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Lease or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; the General Aggregate shall apply separately to each location. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Licensee maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Licensee.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Licensee is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Licensee has a claim against the insurance or is named as a party in any action involving the County.
- d. The County of Sonoma, Its Officers, Agents, and Employees shall be additional insureds for liability arising out of the Licensee's operations or premises rented to Licensee (ISO

endorsement CG 20 26 or equivalent).

- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
- g. The policy shall cover inter-insured suits between County and Licensee and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Property Insurance for Business Personal Property and Licensees Improvements

(Required only during the Post-Construction Period)

- a. Property insurance on a "special form" or "all risks" basis.
- b. Minimum Limit: the full current combined replacement cost of Licensee's Business Personal Property and Licensee's improvements.
- c. The insurance shall apply on a replacement cost basis, without deduction for depreciation.
- d. Licensee shall disclose any deductible or self-insured retention in excess of \$25,000 and such deductible or self-insured retention must be approved in advance by County. Licensee is responsible for any deductible or self-insured retention.
- e. Required Evidence of Insurance: Certificate of Property Insurance or Evidence of Commercial Property Insurance.

4. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Licensee currently owns no autos, Licensee agrees to obtain such insurance should any autos be acquired during the term of this Lease or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

5. Increases in Limits of Insurance

County may periodically require higher policy limits if such increased limits are reasonably available in commercial insurance markets.

6. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance fund, shall have an A.M. Best's rating of at least A:VII.

7. Documentation

- a. The Certificate of Insurance must include the following reference: [Artwork Installation at Joe Rodota Trail](#).

- b. All required Evidence of Insurance shall be submitted prior to the execution of this Lease. Licensee agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: The County of Sonoma, its Agents, Officers and Employees, attn: Sonoma County Regional Parks, 2300 County Center Dr., Ste. 120A, Santa Rosa, CA 95403.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Licensee shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

8. Policy Obligations

Licensee's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

9. Material Breach

If Licensee fails to maintain insurance which is required pursuant to this Lease, it shall be deemed a material breach of this Lease. County, at its sole option, may terminate this Lease and obtain damages from Licensee resulting from said breach. Alternatively, County may purchase such required insurance and Licensee shall immediately reimburse County for any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.