

RESOLUTION NO. 2008-63

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HUNTINGTON BEACH REVISING AND RESTATING THE
CITY'S INSURANCE AND INDEMNITY REQUIREMENTS

WHEREAS, there are persons and organizations who are engaged in various activities in the City, thereby subjecting the City to substantial risk of liability for damage to property and injury to persons; and,

The City desires to establish insurance and indemnification requirements; and, in appropriate cases, a procedure for the waiver thereof; and,

The City desires to establish internal staff responsibility for the administration of the insurance required by this Resolution and delineate the authority to make adjustments to requirements based upon unique and unusual circumstances.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntington Beach that effective on the date of adoption of this Resolution, the insurance coverage and indemnity requirements shall be as follows:

SECTION I. DEFINITIONS AND FORMS REQUIRED

A. Definitions:

1. "Contractors" are any persons or entities who contract with the City and/or provide services to the City which are readily available and efficiently procured by competitive bidding.
2. "Design Professionals" are professional services contractors who contract with the City and/or provide architectural and/or engineering services to the City.
3. "Licensees/Lessees" are any persons or entities who contract with the City for the use of public property.
4. "Permittees" are any persons or entities who make application to the City for any use of or encroachment upon any public street, waterway, pier, or City property.
5. "Professional Services" are as defined by Huntington Beach Municipal Code section 3.03.
6. "Vendors" are any persons or entities who transfers property or goods to the City which may or may not involve delivery and/or installation.

B. Indemnity and Insurance Coverage Requirements Defined

1. General Liability: Combined single limit bodily injury, personal injury and property damage: Minimum limits of \$1,000,000 per occurrence.

- a. Coverage must include completed operations liability and unlimited blanket contractual liability and, where products are furnished, products liability.
 - b. If coverage is provided under a form which includes a designated general aggregate limit, the aggregate limit must be no less than \$1,000,000 or an increased coverage as memorialized in the terms and conditions agreed to by the parties and the policy holder shall submit written notice of any known depletion of limits to City attached to the proof of insurance.
 - c. Claims made policies are not acceptable, except that claims made insurance for pollution liability shall be acceptable.
 - d. All deductibles in excess of \$5,000, or alternative forms of providing coverage must be approved through the Waiver Procedure set forth in Section III to this Resolution. The requirement for self-insured retention remains at zero.
 - e. The City, its, officers, elected or appointed officials, employees, agents and volunteers are to be covered as additional insureds by separate attached endorsement(s) approved by the City Attorney as respects liability arising out of action performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor; or automobiles owned, leased or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its agents, officers and employees.
 - f. For any claims related to the project, the contractor's insurance coverage shall be primary insurance as respects the City, its agents, officers, and employees. Any insurance or self-insurance maintained by the City, its agents, officers, and employees shall be excess of the contractor's insurance and shall not contribute with it.
 - g. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its agents, officers and employees.
 - h. The contractor'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.
2. Workers Compensation and-Employers' Liability: In accordance with the applicable state statutes with limits in the case of workers' compensation and employers' liability in amounts not less than the State statutory limits.

Alternatively, a signed declaration of non-employee status shall be filed. A certificate or consent to self-insure issued by the California Director of Industrial Relations is also acceptable.

3. Professional Liability Insurance: Coverage must be provided at a minimum of \$1,000,000 per occurrence and in the aggregate. All deductibles in excess of \$10,000, or alternative forms of providing coverage must be approved through the Waiver Procedure set forth in Section III to this Resolution. The requirement for self-insured retention remains at zero.
 - a. Claims made policies are acceptable if the policy further provides that:
 1. The policy retroactive date coincides with or precedes the professional services contractor's start of work (including subsequent policies purchased as renewals or replacements).
 2. The professional services contractor will make every effort to maintain similar insurance during the required extended period of coverage following project completion, including the requirement of adding all additional insureds.
 3. If insurance is terminated for any reason, professional services contractor agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this agreement or permit.
 4. The reporting of circumstances or incidents that might give rise to future claims.
4. Automobile Liability Coverage must be provided at a minimum of \$1,000,000 per occurrence.
 - a. If coverage is provided under a form which includes a designated general aggregate limit, the aggregate limit must be no less than \$1,000,000 and the policy holder shall submit written notice of any known depletion of limits to City attached to the proof of insurance.
 - b. All deductibles in excess of \$1,000, or alternative forms of providing coverage must be approved through the Waiver Procedure set forth in Section III to this Resolution. The requirement for self-insured retention remains at zero.
 - c. The City, its officers, elected or appointed officials, employees, agents and volunteers are to be covered as additional insureds by separate attached endorsement(s). The coverage shall contain no special limitations on the scope of protection afforded to the City, its agents, officers and employees.
 - d. For any claims related to the project, the contractor's insurance coverage shall be primary insurance as respects the City, its agents, officers, and employees. Any insurance or self-insurance maintained by the City, its agents, officers, and employees shall be excess of the contractor's insurance and shall not contribute with it.

C. Certificate of Insurance Requirements Defined

1. Form. Evidence of insurance coverage and limits as required by the City shall be furnished to the City as a certificate holder on the "Acord" or similar form approved by the City Attorney. (See samples attached herein as Exhibit "A").
 - a. The description of work to be performed, the City department involved in the performance, and the City staff contact person must be clearly identified on the "Acord" or similar form evidencing insurance coverage.
 - b. All forms of insurance shall identify the City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers as an additional insured by separate attached endorsement with respect to general liability and automobile liability coverages.
 - c. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
2. Approval of Certificate Insurance certificates must be approved by the City Attorney prior to commencement of any performance under a contract or issuance of any permit, as authorized by the City Charter.
3. Acceptability of Insurers Insurance must be placed with insurer with a Best's rating of no less than A: VII and insurer must be a California admitted carrier.

SECTION II INSURANCE AND INDEMNIFICATION REQUIREMENTS

A. INSURANCE

1. Contractors and Permittees must meet the requirements as set forth in Exhibit "B" incorporated by reference and attached herein. Permittees who do not use vehicles or equipment in connection with the permit, shall not be required to provide auto insurance. To be exempt from this requirement, permittees must execute a declaration such as Exhibit I attached hereto and incorporated by this reference.
2. Professional Services providers must meet the requirements as set forth in Exhibit "C" incorporated by reference and attached hereto.
3. Licensees/Lessees must meet the requirements as set forth in Exhibit "D" incorporated by reference and attached hereto.
4. Vendors
 - a. Vendors supplying goods including delivery, service and/or installation must meet the requirements of Exhibit "B".

- b. Vendors supplying goods only without delivery, service and/or installation are required to provide products liability coverage only.
- 5. The insurance requirements of persons or organizations not identified herein shall be as designated by the agreement. All certificates of insurance designated must conform to the requirements of this Resolution.
- 6. Exceptions.
 - a. Public entities are exempt from the requirements of this resolution. Any insurance and indemnity requirements of a public entity shall be pursuant to Section II(A)(5).
 - b. Persons providing judicial or quasi-judicial services as independent contractors, such as judges, arbitrators, hearing officers, expert witnesses, and court reporters shall be exempt from all insurance coverage requirements. Any insurance and indemnity requirements shall be pursuant to Section II(A)(5).
 - c. Each person making application for a permit for private property construction, alteration, improvement, demolition, or repair of any building or structure shall sign a declaration under penalty of perjury verifying workers' compensation coverage or exemption from coverage, as required by Section 19825 of the Health and Safety Code and, at the time of permit issuance, contractors shall show their valid workers' compensation insurance certificate.
 - d. Persons contracting with the City under subdivision agreements are exempt from providing evidence of workers' compensation.
 - e. Oil operators as regulated by Huntington Beach Municipal Code Section 15.16 and pipeline franchises as regulated by Huntington Beach Municipal Code Section 3.44 are exempt from the requirements of this resolution.
 - f. Taxicabs/Vehicles-for-hire as regulated by Huntington Beach Municipal Code Section 5.50 are exempt from the requirements of this resolution.
 - g. Trucking companies, including those regulated under Huntington Beach Municipal Code Section 10.32, are exempt from the minimum insurance requirements of this resolution but must submit proof of workers' compensation insurance and general liability insurance in accordance with the requirements of the Public Utilities Commission (PUC) regulations which include: 1) the general liability insurance requirements are \$600,000 combined single limit or \$250,000 bodily injury or death of one person and \$500,000 protection against total liability for bodily injury or death of more than one person from any one accident. 2) this is subject to the same \$250,000 limitation for each person and \$100,000 protection for accidental damage or destruction of property other than property being transported. 3) the City of Huntington Beach must be

named as certificate holder but does not need to be named as additional insured.

7. Indemnity

- a. Contractors and Permittees shall be required to indemnify City, pursuant to the indemnity provision attached hereto and incorporated herein by this reference as Exhibit "E".
- b. All design professionals shall be required to indemnify City pursuant to the indemnity provision attached hereto and incorporated herein by this reference as Exhibit "F".
- c. All other persons or organizations, including but not limited to professional service providers other than Design Professionals as defined by this Resolution, shall be required to indemnify City, pursuant to the indemnity provision attached hereto and incorporated by reference as Exhibit "G".

SECTION III. WAIVER OR MODIFICATION PROCEDURE

A. Waivers or Modification Request Form.

A department Request for Waiver or Modification, Exhibit "H" attached, shall be completed and forwarded to the Risk Manager for all requests for waiver or modifications of the minimum indemnification and insurance requirements. Claim history, financial statements and scope of work must be submitted as attachments with any request for waiver.

B. Waiver or Modification Authority.

The Risk Manager and the City Attorney may approve any waiver or modification of the insurance and indemnification requirements, including requests for indemnification of third parties. A denial may be appealed to the City Administrator.

C. Waiver Criteria.

The criteria to evaluate any requests for waiver shall include the following:


- a. The type of waiver or modification requested;
- b. The reason for the waiver or modification;
- c. The nature of the scope of work;
- d. The cost of the contract;
- e. The liability exposure of the City;
- f. The cost and availability of the coverage requested;
- g. The claim history of the requesting party;
- h. The past experience of the City with the requesting party; and
- i. The past experience of the City with other contracting parties of a similar nature.

SECTION IV. Resolution 2007-03 and all other resolutions in conflict herewith are hereby repealed.

PASSED AND ADOPTED by the City Council of the City of Huntington Beach at a regular meeting held 6th day of October 2008.


Mayor

INITIATED AND APPROVED:


Director of Human Resources

REVIEWED AND APPROVED:


City Administrator

APPROVED AS TO FORM:


City Attorney

9.29.08

Attachments

Exhibit A
Exhibit B
Exhibit C
Exhibit D
Exhibit E
Exhibit F
Exhibit G
Exhibit H
Exhibit I

ACORDTM CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED	INSURERS AFFORDING COVERAGE	
	NAIC #	
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS (Form B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY

SCHEDULE

Name of Person or Organization: THE CITY OF HUNTINGTON BEACH
2000 Main Street
Huntington Beach, CA 92648

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you

RE: ALL OPERATIONS OF THE NAMED INSURED FOR THE CERTIFICATE HOLDER.

City of Huntington Beach, its elected or appointed officials, agents, officers, employees and volunteers

**STATE
COMPENSATION
INSURANCE
FUND**

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

POLICY NUMBER
CERTIFICATE EXPIRES

CITY OF HUNTINGTON BEACH
RISK MANAGEMENT
2000 MAIN STREET
HUNTINGTON BEACH, CA 92648

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon ten days' advance written notice to the employer.

We will also give you ten days' advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

Tom Hansen
AUTHORIZED REPRESENTATIVE

K. Bollier
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 07/01/00 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

EXHIBIT A-4 of 4

EXHIBIT B

INSURANCE REQUIREMENTS FOR CONTRACTORS, AND PERMITTEES

PLEASE GIVE THESE INSURANCE REQUIREMENTS TO YOUR INSURANCE AGENT

Minimum Limits of Insurance

City Council Resolution _____ requires submittal of certificates of insurance evidencing the following minimum limits with a California admitted carrier with a current A.M. Best's Rating of no less than A:VII:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. "Claims made" designation is only acceptable for professional or pollution liability insurance.

The City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers must be named as certificate holder and as additional insured by separate attached endorsement. (This wording must be exact.)

2. Workers' Compensation and Employer's Liability: State statutory limits of \$250,000 bodily injury by disease, policy limit, and \$100,000 bodily injury each employee for accident or disease per occurrence. If you have no employees, you must sign a Declaration of Non-employee Status form available from the City. In lieu of a certificate of insurance, a certificate of consent to self-insure issued by the California Director of Industrial Relations is also acceptable.
3. Automobile liability of \$1,000,000 per occurrence for bodily injury, personal injury and property damages. The City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers must be named as certificate holder and as additional insured by separate attached endorsement. (This wording must be exact).

Deductibles, Self-Insured Retentions, or Similar Forms of Coverage Limitations or Modifications

Any deductibles, self-insured retentions or similar forms of coverage limitations or modifications, must be declared to and approved by the City of Huntington Beach.

Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Description of Work to be Performed

The staff contact and purpose of the evidence of coverage must be identified.

PLEASE FORWARD THIS NOTICE TO YOUR INSURANCE AGENT.
FOR ASSISTANCE, PLEASE CONTACT RISK MANAGEMENT.

EXHIBIT C

**INSURANCE REQUIREMENTS PROFESSIONAL
SERVICE CONTRACTORS**

PLEASE GIVE THESE INSURANCE REQUIREMENTS TO YOUR INSURANCE AGENT

Minimum Limits of Insurance

City Council Resolution No. _____ requires submittal of certificates of insurance evidencing the following minimum limits with a California admitted carrier with a current A.M. Best's Rating of no less than A:VII :

Errors and Omissions liability: \$1,000,000 per occurrence.

Deductibles, Self-Insured Retentions, or Similar Forms of Coverage Limitations or Modifications

Any deductibles, self-insured retentions or similar forms of coverage limitations or modifications, must be declared to and approved by the City of Huntington Beach.

Description of Work to be Performed

The staff contact and purpose of the evidence of coverage must be identified.

EXHIBIT D

INSURANCE REQUIREMENTS FOR LESSEES/LICENSEES

PLEASE GIVE THESE INSURANCE REQUIREMENTS TO YOUR INSURANCE AGENT

Minimum Limits of Insurance

City requires submittal of certificates of insurance pursuant to the form set forth in Resolution No. _____ evidencing the following minimum limits with a California admitted carrier with a current A.M. Best's Rating of no less than A:VII:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. "Claims made" designation is only acceptable for professional or pollution liability insurance.

For general liability certificate holder, the City of Huntington Beach, its elected or appointed officials, agents, officers, employees, and volunteers must be named as certificate holder and as additional insured by separate attached endorsement. (This wording must be exact).

2. Workers Compensation and Employer's Liability: State statutory limits of \$250,000 bodily injury by disease, policy limit, and \$100,000 bodily injury each employee for accident or disease per occurrence. If you have no employees, you must sign a Declaration of Non-employee Status form available from the City. In lieu of a certificate of insurance, a certificate of consent to self-insure issued by the California Director of Industrial Relations is also acceptable..
3. Property Insurance: Full replacement cost with no coinsurance penalty provision.

Deductibles, Self-Insured Retentions, or Similar Forms of Coverage Limitations or Modifications

Any deductibles, self-insured retentions or similar forms of coverage limitations or modifications, must be declared to and approved by the City of Huntington Beach.

Description of Work to be Performed

The staff contact and purpose of the evidence of coverage must be identified.

***PLEASE FORWARD THIS NOTICE TO YOUR INSURANCE AGENT,
FOR ASSISTANCE, PLEASE CONTACT RISK MANAGEMENT***

EXHIBIT E

TO RESOLUTION NO. _____

CONTRACTOR'S INDEMNIFICATION, DEFENSE, HOLD HARMLESS

Contractor hereby agrees to protect, defend, indemnify and hold harmless City, its officers, elected or appointed officials, employees, agents, and volunteers from and against any and all, claims, damages, losses, expenses, judgments, demands defense costs, and consequential damage or liability of any kind or nature, however caused, including those resulting from death or injury to Contractor's employees and damage to Contractor's property, arising directly or indirectly out of the obligations or operations herein undertaken by Contractor, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including but not limited to concurrent active or passive negligence, except where caused by the active negligence, sole negligence, or willful misconduct of the City. Contractor will conduct all defense at its sole cost and expense and City shall approve selection of contractor's counsel. City shall be reimbursed for all costs and attorney's fees incurred by City in enforcing this obligation. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor.

EXHIBIT F

TO RESOLUTION NO. _____

INDEMNIFICATION, DEFENSE, AND HOLD HARMLESS

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, demands, and defense costs (including without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, If any) negligence, recklessness or willful misconduct related to performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees. CITY shall be reimbursed by CONSULTANT for all costs and attorney's fees incurred by CITY in enforcing this obligation. CONSULTANT will conduct all defense at its sole cost and expense, and the CITY shall approve selection of CONSULTANT's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the CONSULTANT.

EXHIBIT G

TO RESOLUTION NO. _____

INDEMNIFICATION, DEFENSE, AND HOLD HARMLESS

CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent (or alleged negligent) performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CITY shall be reimbursed by CONSULTANT for all costs and attorney's fees incurred by CITY in enforcing this obligation. CONSULTANT will conduct all defense at its sole cost and expense and the CITY shall approve selection of CONSULTANT's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by the CONSULTANT.



INSURANCE AND INDEMNIFICATION WAIVER MODIFICATION REQUEST

1. Requested by: _____
2. Date: _____
3. Name of contractor/permittee: _____
4. Description of work to be performed: _____
5. Value and length of contract: _____
6. Waiver/modification request: _____
7. Reason for request and why it should be granted: _____
8. Identify the risks to the City in approving this waiver/modification: _____

Department Head Signature

Date:

APPROVALS

Approvals must be obtained in the order listed on this form. Two approvals are required for a request to be granted. Approval from the City Administrator's Office is only required if Risk Management and the City Attorney's Office disagree.

1. Risk Management

☐ Approved ☐ Denied

Signature

Date

2. City Attorney's Office

☐ Approved ☐ Denied

Signature

Date

3. City Administrator's Office

☐ Approved ☐ Denied

Signature

Date

If approved, the completed waiver/modification request is to be submitted to the City Attorney's Office along with the contract for approval. Once the contract has been approved, this form is to be filed with the Risk Management Division of Administrative Services



CITY OF HUNTINGTON BEACH
2000 Main Street
Huntington Beach, CA 92648

DECLARATION OF PERMITTEE

I certify that no vehicle(s) will be used or operated in the performance of the task(s) or event(s) for which this permit is granted.

I authorize the City of Huntington Beach to immediately and retroactively revoke the license or permit issued in connection with or in the performance of said task(s) or event(s) if any vehicle(s) is used.

Signature of Permittee_____

Print name_____

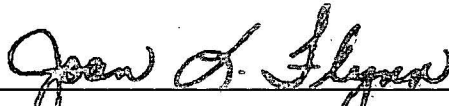
Company name (if applicable)_____

Date signed_____

STATE OF CALIFORNIA
COUNTY OF ORANGE) ss:
CITY OF HUNTINGTON BEACH)

I, JOAN L. FLYNN the duly elected, qualified City Clerk of the City of Huntington Beach, and ex-officio Clerk of the City Council of said City, do hereby certify that the whole number of members of the City Council of the City of Huntington Beach is seven; that the foregoing resolution was passed and adopted by the affirmative vote of at least a majority of all the members of said City Council at a **regular** meeting thereof held on **October 6, 2008** by the following vote:

AYES: Hansen, Hardy, Bohr, Cook, Coerper, Carchio
NOES: None
ABSENT: Green
ABSTAIN: None



City Clerk and ex-officio Clerk of the
City Council of the City of
Huntington Beach, California