



# CVBID Grant Program

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## Program Overview

The Central Vista Business Improvement District (CVBID) Grant Program provides grants and micro-grants to fund activities in Downtown Vista that help accomplish the goals of the CVBID. The money for the grants comes from an annual City of Vista assessment on the businesses within the district, which totals approximately \$50,000 each year. \$35,000 of the assessment has been budgeted for the grant program. Grants will be available in the amount of \$1,000 to \$10,000. Micro-grants will be available in the amount of \$1,000 or less. The Advisory Board reserves the right to fund applications in excess of these limits for extraordinary opportunities that may be presented.

Organizations that want to be considered for a CVBID grant shall submit a grant application to the Advisory Board. Applications will be reviewed by the CVBID Advisory Board at the next available meeting and applicants may be invited to an interview by the Advisory Board. If approved, grantees will complete an agreement (attached) with the City for the proposed activity. 50 percent of the funds will be distributed to each grantee once the agreement is finalized, and the remaining 50 percent will be dispersed after the grantee successfully completes the activity and submits final documentation for the activity using the CVBID Grant Program Reporting Form. All grant activities must be completed within the fiscal year during which the Grant is awarded.

## Eligibility Requirements

Applicants will be required to complete the CVBID Grant Application, submit two letters of recommendation (unless waived by City staff) and **proof of insurance** at the level required by the City of Vista (\$2 million general liability coverage). Applicants must demonstrate a knowledge of the CVBID area, experience successfully completing similar activities, a thorough plan of how the activity will be completed including a full budget, quantitative metrics that are to be achieved, how the activity will meet one or more of the CVBID goals (see CVBID Goals below) and how the activity will benefit each zone of the district (see CVBID District Boundary Map below). Activity proposals may be for a single event or program, or a proposal may be for an ongoing series of events or programs.

Please refer to the CVBID Special Event Grant Estimator, which outlines eligible expenses and serves as a guideline for determining the appropriate grant funding request based on estimated attendance.

Questions related to this program must be submitted to the CVBID program administrator in writing to [EconDev@Vista.gov](mailto:EconDev@Vista.gov). All questions and responses to questions will be posted online at [Vista.gov/CVBID](http://Vista.gov/CVBID).

## CVBID Special Event Grant Estimator

Number of Attendees	Cost of Event*	Amount of Grant Funding
< 1,000	< \$3,000	Up to \$1,000
1,000 – 2,500	\$3,000 - \$5,000	\$1,500 - \$2,500; Up to 50% of costs
2,500 – 5,000	> \$5,000	Up to 75% of costs
5,000 – 7,500	> \$5,000-7,500	Up to 75% of costs
+7,500	+ \$8,000	Up to \$10,000

General rule of thumb – Grants can cover up to 75% of event costs and will average \$1 per attendee with a maximum of \$10,000 per event.

\*Cost of event is the total of eligible expenses listed below:

- Street closure and traffic control plan
- Sheriff deputies and private security
- Fire department and EMT/medical services
- Marketing
- Music/live entertainment acts
- Sound and lighting system
- Stage rental
- Generator used for stage operations
- Portable restrooms and hand-washing stations
- Fencing
- Tent and EZ up rental
- Chair and table rental
- Dumpsters
- Event liability insurance policy
- Event staff and planner
- Event supplies
- Permit fees
- Venue rental

\*Eligible overhead expenses for Non-Profit organizations:

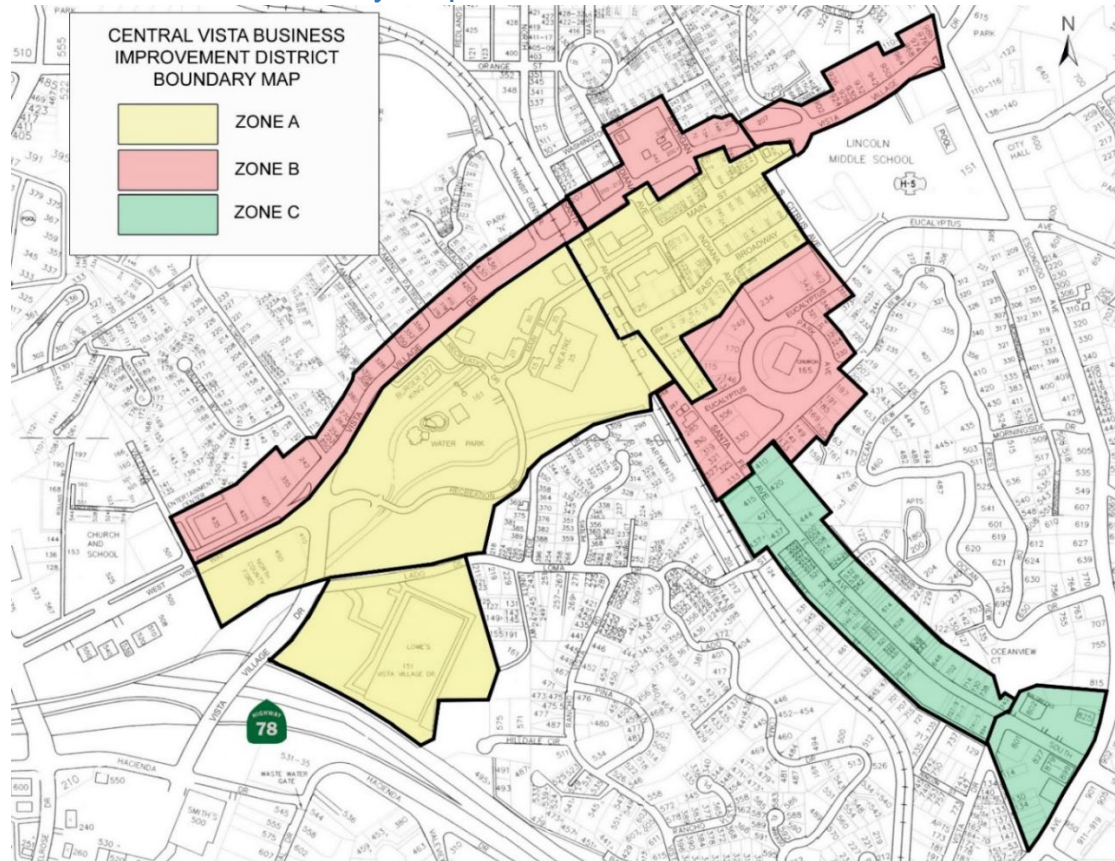
- Rent
- Phone
- Insurance
- Utilities

## CVBID Goals

The CVBID has six goals:

1. General promotion of business activities
2. Promotion of public events
3. Decoration of public places
4. Furnishing music for public places/events
5. Acquisition, construction, installation and/or maintenance of improvements
6. Other operating activities

## CVBID District Boundary Map



## Reporting and Distribution of Funds

The CVBID Grant Application Program awards 50 percent of the grant upon approval by the Advisory Board and the City. The remaining 50 percent of the grant will be dispersed after the successful completion and reporting of the activity by filling out the CVBID Grant Program Reporting Form and by submitting receipts for the activity to the CVBID administrator. Funds will be processed for payment after this information is received and reviewed by the CVBID Advisory Board. The process to review the CVBID Grant Program Reporting Form and payment of final funds may take up to two months. All reporting forms must be submitted within 30 days of completion of the activity. Grantees may be asked at any time to give a presentation to the CVBID Advisory Board or City Council.

## CVBID Grant Program Application

Applications must be submitted to [EconDev@Vista.gov](mailto:EconDev@Vista.gov). Questions related to this program or application can be sent to [EconDev@Vista.gov](mailto:EconDev@Vista.gov).

### Applicant information

Individual leading the project:	
Individual's email:	
Individual's phone number:	
Applicant Organization or Company:	
Organization or Company website:	
Social Media Handles:	
Email:	
Phone Number:	
Address:	

### Proposed activity information

Activity name:	
Brief description of the activity (50 words maximum):	
Brief description of the activity outcome (50 word maximum):	
Total grant amount requested:	
Total estimated cost of activity:	

### Qualifying questions

Attach a separate document that answers each of the following questions:

1. A detailed description of how the activity will be successfully completed and what makes this activity unique or innovative.
2. Which of the CVBID goals does this activity accomplish?
3. How will this activity benefit the district?
  - a. How will it benefit Zone A?
  - b. How will it benefit Zone B?
  - c. How will it benefit Zone C?
4. Provide a list of success metrics. For example, number of attendees, social media engagement, increased sales for downtown businesses etc.
5. How will the event be publicized?
6. Provide a timeline for the activity.
7. Will the activity require a special event permit to be issued by the City? Has the applicant already applied or been granted the permit?
8. Provide a budget for the activity including all funding sources. If this is a profit-making event, how will the grant funds help amplify and add to the existing sources of funding?
9. Does the applicant meet insurance coverage requirements to complete an Agreement with the City? Please provide proof of insurance.

### Letters of recommendation

Attach two letters of recommendation (Unless waived by City staff).

## CVBID Grant Program Reporting Form

Grant recipients must submit this form and receipts prior to receiving the remaining grant funds. All forms and receipts must be submitted to the CVBID administrator at [EconDev@Vista.gov](mailto:EconDev@Vista.gov) within 30 days of completing the activity.

### Reporter information

Name of individual completing this report:	
Individual's email:	
Individual's phone number:	
Reporting Organization or Company:	
Organization or Company website:	
Social Media Handles:	
Phone Number:	
Address:	
Email:	

### Activity information

Activity name:	
Brief description of the Activity (50 words maximum):	
Brief description of the Activity outcome (50 word maximum):	
Remaining grant amount requested:	
Total actual cost of activity:	

### Reporting questions

Attach a separate document that answers each of the following questions:

1. A detailed description of how the activity went. What went well and what could be improved for next year.
2. Which of the CVBID goals did this activity accomplish?
3. How did this activity benefit each zone of the district?
4. Provide a list of success metrics. For example, number of attendees, social media engagement, increased sales for downtown businesses etc.
5. How was the event publicized?
6. Provide the planning and implementation timeline for the activity.
7. Did the activity require a special event permit to be issued by the City?
8. Provide the expenses for the activity with receipts. If this was a profit-making event, how did the grant funds help amplify and add to the existing sources of funding?

### Activity Media Package

Please submit a word document summarizing the event along with 5-10 high quality photos and/or video clips illustrating the type of activity or event being proposed.

### Community Quotes

Attach two testimonials (unless waived by City staff) from CVBID businesses involved in your event that could be used in a press release about your event. Some activities may require additional community feedback.

## Grant Agreement Template

The below grant agreement template is an example of the potential contract that a successful applicant may be required to sign, and the final contract could be different from the below template.

### Grant Agreement

THIS AGREEMENT (“Agreement”) is made and entered into as of \_\_\_\_\_ (“Agreement Date”), by and between the **CITY OF VISTA**, a chartered municipal corporation (“City”) and the \_\_\_\_\_ **[Name]** \_\_\_\_\_, a \_\_\_\_\_ [type of entity] \_\_\_\_\_, \_\_\_\_\_ [address] \_\_\_\_\_ (“Recipient”).

### RECITALS

A. City has established a grant program (“Grant Program”) through which it will provide businesses within the Central Vista Business Improvement District (“CVBID”) with grant funds (“Grant”) to conduct activities that promote the CVBID’s goals.

B. The Grant Program operates under guidelines contained in a “Program Document” entitled CVBID Grant Program which is attached hereto as Exhibit A and incorporated herein by this reference. Recipient has submitted an application to the City requesting that it receive a Grant which is attached hereto as Exhibit B and incorporated herein by this reference (“Grant Application”). Also included in Exhibit B, if applicable, is a modification document, approved by the advisory board and/or City Council which modifies the activities described in the Grant Application. Collectively the Grant Application and, if applicable, the Modification Document describe the activities that the Recipient commits to undertake as part of the CVBID Grant Program (“Proposed Grant Activities”). Upon completing its Proposed Grant Activities, the Recipient will complete and file with the City a CVBID Grant Program Reporting Form which is found at page 6 of the Program Document (“Reporting Form”).

C. On the terms and conditions of this Agreement, the City has determined to award a Grant to the Recipient for the Proposed Grant Activities and Recipient has agreed to perform the Proposed Grant Activities.

Now therefore, in consideration of the mutual agreements, obligations, and representations, City and Recipient hereby agree as follows:

#### 1.0 RECIPIENT OBLIGATIONS

1.1 **Use of Grant Funds.** Recipient hereby agrees to use the grant funds provided by City solely for the Proposed Grant Activities.

1.2 **Representation and Warranties.** Recipient hereby represents and warrants to the City as follows: Recipient is an independent private person or company, independent of City, conducting the Proposed Grant Activities for its or their own purposes.

1.3 **Compliance with Law.** Recipient shall carry out the Proposed Grant Activities in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction.

1.4 **Licenses, Permits, Fees and Assessments.** Recipient shall obtain, at its sole cost and expense, such licenses, permits, and approvals as may be required by law for the performance of its Proposed Grant Activities.

1.5 **Application for Special Event Permit.** Recipient shall prepare and submit to the City a complete application for a special event permit at least 45 days prior to the date for the Grant Activity event.

## 2.0 **DISBURSEMENT OF GRANT FUNDS**

2.1 **Maximum Amount of Grant Funds.** The maximum amount of grant funds to be provided to Recipient is \$\_\_\_\_\_ (“Grant Award”).

2.2 **Method of Payment.** One-half of the Grant Award shall be disbursed to Recipient after the Agreement is fully executed and all required insurance is in place. The remaining one-half of the Grant Award will not be disbursed to Recipient until Recipient has: (a) successfully completed its Proposed Grant Activity; (b) submitted to the city a complete Reporting Form for the Proposed Grant Activity; and (c) provided the City with receipts for expenses incurred by Recipient in conducting the Proposed Grant Activity which, in total shall operate as a cap on the amount of the Grant Award available for release to Recipient.

2.4 **Proposal Income.** Any event income received by Recipient shall be retained by Recipient. All provisions of this agreement shall apply to activities funded by event revenues.

## 3.0 **PERFORMANCE SCHEDULE**

3.1 **Schedule of Performance.** Recipient shall commence and complete all Grant Activities within the fiscal year during which the Grant is awarded, unless otherwise stipulated in the Grant Agreement.

## 4.0 **COORDINATION OF WORK**

4.1 **Representative of Recipient.** Unless a different party is designated in the Grant Application or subsequently approved in writing by the City, the Chief Executive Officer of the Recipient is hereby designated as being the representative of Recipient authorized to act in its behalf with respect to this agreement and make all decisions in connection therewith.

4.2 **Agreement Officer.** Agreement Officer shall be the City’s Director of Economic Development or such person as may be designated by the City Manager. It shall be the Recipient’s responsibility to assure that the Agreement Officer is kept informed of the progress of the performance of the services and the Recipient shall refer any decisions that must be made by the City to the Agreement Officer.

4.3 **Prohibition Against Subcontracting or Assignment.** Neither this agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Recipient, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this agreement shall be void. No approved transfer shall release the Recipient or any surety of Recipient of any liability hereunder without the express consent of City.

4.4 **Independent Contractor.** Neither the City nor any of its officers or employees shall have any control over the manner, mode, or means by which Recipient, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision, or control of Recipient’s employees,



servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Recipient shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with the role. Recipient shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Recipient in its business or otherwise of a joint venture or a member of any joint enterprise with Recipient.

4.5. **Use of Downtown Logos.** The City may authorize Recipient to place a City-owned downtown logo on informational or promotional materials particular to its Proposed Grant Activities by proving with an exact copy of the promotional materials to which the logo would be applied, the location of the proposed application, and its size. The City shall have exclusive discretion to approve or disapprove the placement. If approved, Recipient shall make no changes to the materials and apply the logo to only the exact materials that had been approved.

## 5.0 INDEMNIFICATION

5.1 **Indemnification.** Recipient shall defend, indemnify and hold City and its officers, officials, employees, and volunteers (collectively, "Indemnitees") harmless against any and all liability, loss, damage, fine, penalty, expense, claim or cost (including without limitation costs and fees of litigation) of every nature (collectively, "Liability") arising out of or in connection with this Agreement or its performance, including defects in design, except: (1) Liability caused by Indemnitees' sole negligence or willful misconduct; or (2) for Liability caused by Indemnitees' active negligence, in which case the indemnity received by Indemnitees shall be reduced by the amount: (i) that Indemnitees' active negligence contributed to the Liability on a comparative basis; or (ii) such other amount as may be required by law.

5.2 **Subrogation.** Recipient, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Recipient regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees. In the event there is more than one person or entity named in the Agreement as a Recipient, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

5.3 **Termination.** Termination of the agreement by either party, by any means, does not relieve Recipient of the indemnity and subrogation obligations in Sections 5.1 and 5.2.

## 6.0 INSURANCE REQUIREMENTS

Recipient shall comply with the insurance provisions set forth in Exhibit C.

## 7.0 CIVIL RIGHTS

7.1 Recipient agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans with Disabilities Act of 1990, any other applicable federal and state laws and regulations hereinafter enacted.

7.2 Recipient shall not knowingly deny an opportunity or benefit, discriminate against or harass, any event participant, spectator, employee, or applicant for employment on account of the person's race, color, ethnicity, national origin, ancestry, religion, creed, veteran status, physical disability, mental disability, medical condition, marital status, sex, sexual orientation, age, or other status protected from workplace discrimination by state or federal law.

## 8.0 ADMINISTRATIVE REQUIREMENTS

### 8.1 Documentation and Record-Keeping

8.1.1 The Recipient shall maintain records that are pertinent to activities funded under this Agreement.

8.1.2. The Recipient shall retain all records pertinent to expenditures incurred under this agreement for a period of four (4) years after the termination of all activities funded under this agreement.

8.2 **Performance Monitoring.** The City will monitor the performance of the Recipient against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this agreement. If action to correct such substandard performance is not taken by the Recipient within a reasonable period of time after being notified by the City, agreement suspension or termination procedures will be initiated.

8.3 **Audits and Inspections.** All Recipient records with respect to any matters covered by this agreement shall be made available to the City, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Recipient within 30 days after receipt by the Recipient. Failure of the Recipient to comply with the above audit requirements will constitute a violation of this agreement and may result in the withholding of future payments.

## 9.0 ENFORCEMENT OF AGREEMENT

9.1 **Applicable Law.** This agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California and the United States, as applicable. Legal actions concerning any dispute, claim or matter arising out of or in relation to this agreement shall be instituted in the Superior Court of the County of San Diego, State of California, the United States District Court for the San Diego District of California, or any other appropriate court in San Diego County, and Recipient covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

9.2 **Disputes.** In the event of any dispute arising under this agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefore. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within thirty (30) days after service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Notwithstanding the foregoing, the City may suspend any further payment of grant funds until Recipient is in compliance with this agreement. Compliance with the provisions of this Section shall be a condition precedent to termination of this agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

9.3 **Remedies Upon Default by Recipient.** In addition to any other rights or remedies available at law or in equity, if Recipient fails to fulfill its obligations under this agreement, City may, after compliance with the provisions of Section 9.2:

9.3.1. Temporarily withhold payment of grant funds pending correction of the default by Recipient;

9.3.2. Refuse to advance all or any part of the grant funds for the project and reallocate said funds to another activity;

9.3.3. Wholly or partially suspend or terminate the grant and this agreement;

9.3.4. Require Recipient to repay any grant funds that the City determines were not expended in compliance with the requirements of this agreement.

9.4 **Termination by Recipient.** Recipient may terminate this agreement provided it returns all grant funds not expended for the proposal. Termination is only effective after written notice to the City continuing an accounting of grant funds expended which is satisfactory to City and the unused grant funds, if any, are returned.

9.5 **Waiver.** No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this agreement.

9.6 **Rights and Remedies are Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

9.7 **Legal Action.** In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to complete specific performance of this agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of the agreement.

## 10.0 CITY OFFICERS AND EMPLOYEES

10.1 **Non-liability of City Officers and Employees.** No officer or employee of the City shall be personally liable to the Recipient, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Recipient or to its successor, or for breach of any obligation of the terms of this agreement.

10.2 **Conflict of Interest.** No officer or employee of the City shall have any financial interest, direct or indirect, in this agreement nor shall any such officer or employee participate in any decision relating to the agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Recipient warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this agreement.

**11.0 MISCELLANEOUS PROVISIONS**

11.1 **Notice.** Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail. In the case of the City, to the City Manager, to the attention of the Director of Economic Development, City of Vista, 200 Civic Center Drive, Vista, California 92084. In the case of the Recipient, to the person at the address designated on the execution page of this agreement. Either party may change his/her address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

11.2 **Integration; Amendment.** It is understood that there are no oral agreements between the parties hereto affecting this agreement and this agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this agreement. This agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

11.3 **Corporate Authority.** The persons executing this agreement on behalf of the parties hereby warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this agreement on behalf of said party, (iii) by so executing this agreement, such party is formally bound to the provisions of this agreement, (iv) entering into this agreement does not violate any provision of any other agreement to which said party is bound.

IN WITNESS WHEREOF, the parties have executed and entered into this agreement as of the Agreement Date.

“City”

“Recipient”

**CITY OF VISTA**, a chartered municipal corporation

\_\_\_\_\_ **NAME** \_\_\_\_\_, a \_\_\_\_\_

By: \_\_\_\_\_  
JOHN CONLEY, CITY MANAGER

By: \_\_\_\_\_

\_\_\_\_\_  
Name/Title

ATTEST:  
KATHY VALDEZ, CITY CLERK

By: \_\_\_\_\_

APPROVED AS TO FORM:  
WALTER C. CHUNG, CITY ATTORNEY

By: \_\_\_\_\_

RISK MANAGEMENT REVIEW:  
DOLORES GASCON, RISK MANAGER

By: \_\_\_\_\_

**EXHIBIT A**  
**PROGRAM DOCUMENT**

**EXHIBIT B**

**GRANT APPLICATION AND DESCRIPTION  
OF PROPOSED GRANT ACTIVITY**

## EXHIBIT C

### INSURANCE REQUIREMENTS

Licensee shall procure and maintain for the duration of the License Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Licensee, its agents, representatives, employees, or subcontractors.

#### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** ("CGL"): Insurance Work Office Form CG 00 01 covering CGL on an "occurrence" basis, including products, completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: Insurance Work Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$2,000,000** per accident for bodily injury and property damage.

If the Licensee maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

#### ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Licensee shall cause the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Licensee shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

#### ***Other Insurance Provisions***

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of with respect to liability arising out of work or operations performed by or on behalf of the Licensee including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Licensee. General liability coverage can be provided in the form of an endorsement to the Licensee's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used), unless otherwise approved in advance by City.
2. For any claims related to this Project, the **Licensee's insurance coverage shall be primary** insurance as respects the City, its officers, officials, employees, and volunteers.

Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Licensee's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.

### ***Claims Made Policies***

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the Effective Date of the License Agreement.
2. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after the termination of the License.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the License Agreement Effective Date, the Licensee must purchase extended reporting period coverage for a minimum of one (1) years after termination of the License.
4. A copy of the claims reporting requirements must be submitted to the City for review.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City.

### ***Waiver of Subrogation***

**Licensee hereby agrees to waive rights of subrogation which any insurer of Licensee may acquire** from Licensee by virtue of the payment of any loss. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

### ***Verification of Coverage***

Licensee shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this License Agreement. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Licensee's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

### ***Special Risks or Circumstances***

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.