

**CITY OF NORTH MIAMI,
FLORIDA
COMMUNITY INVESTMENT AGREEMENT**

This Agreement (hereinafter the "Agreement") is entered into this 29 day of May, 2018, between the City of North Miami, a municipal corporation of the State of Florida, whose principal address is 776 N.E. 125 Street, North Miami, Florida 33168 (hereinafter the "CITY"), & City Year, Inc. a Massachusetts not for profit corporation, whose principal address is 287 Columbus Avenue, Boston, Massachusetts 02116 (hereinafter referred to as the "RECIPIENT").

FUNDING SOURCE:	<u>City Manager's Office</u>
Purpose:	<u>To sponsor one City Year team for the 2018-2019 Program Year</u>
AMOUNT:	<u>Thirty Thousand Dollars and No/Cents \$30,000.00</u>
TERM OF AGREEMENT:	<u>Effective date of this agreement is from March 8, 2018 to March 7, 2019</u>
RESOLUTION NUMBER:	<u>2018-R-11, adopted January 23, 2018</u>
AGENCY'S ADDRESS:	<u>287 Columbus Avenue</u> <u>Boston, MA 02116</u>

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein set forth, the parties understand and agree as follows:

ARTICLE I

EXHIBITS AND DEFINITIONS

1.1 EXHIBITS. Attached hereto and forming a part of this Agreement are the following Exhibits:

Exhibit A	Corporate Resolution Authorizing Execution of this Agreement
Exhibit B	Work Program
Exhibit C	Compensation and Budget Summary
Exhibit D	Certification Regarding Lobbying Form
Exhibit E	Certification Regarding Debarment, Suspension and other Responsibility Matters (Primary Covered Transactions Form)
Exhibit F	Crime Entity Affidavit
Exhibit G	Insurance Requirements
Exhibit H	City Commission Resolution No. 2018-R-11

1.2 DEFINED TERMS. As used herein the following terms shall mean:

Agreement Records: Any and all books, records, documents, information, data, papers, letters, materials, and computerized or electronic storage data and media, whether written, printed, computerized, electronic or electrical, however collected or preserved, which is or was produced, developed, maintained, completed, received or compiled by or at the direction of the RECIPIENT or any subcontractor in carrying out the duties and obligations required by the terms of this Agreement, including, but not limited to, financial books and records, ledgers, drawings, maps, pamphlets, designs, electronic tapes, computer drives and diskettes or surveys.

<u>Award:</u>	Any funds received by the RECIPIENT from any source during the period of time in which the RECIPIENT is performing the obligations set forth in this Agreement.
<u>Low-and-Moderate Income Person:</u>	A member of a low- or moderate-income household whose Income is within specific income levels set forth by U.S. HUD.

ARTICLE II
BASIC REQUIREMENTS

The following documents must be approved by the CITY and must be on file with the Department prior to the CITY's execution of this Agreement:

- 2.1 The Work Program submitted by the RECIPIENT to the CITY which shall become attached hereto as Exhibit "B" to this Agreement and shall include the following:
 - 2.1.1 The description section shall detail the activities to be carried out by the RECIPIENT. It should specifically describe the activities to be carried out as a result of the expenditure of Funds. Where appropriate it should list measurable objectives, define the who, what, where and when of the project, and in general detail how these activities will ensure that the intended beneficiaries will be served.
 - 2.1.2 The schedule of activities and measurable objectives play an essential role in the grant management system. The schedule should provide projected milestones and deadlines for the accomplishment of tasks in carrying out the Work Program. These projected milestones and deadlines are a basis for measuring actual progress during the term of this Agreement. These items shall be in sufficient detail to provide a sound basis for the CITY to effectively monitor performance by the RECIPIENT under this Agreement.
- 2.2 The Budget Summary attached hereto as Exhibit "C", including the RECIPIENT's Itemized Budget, Cost Allocation, Budget Narrative, Staff Salaries Schedule and a copy of all subcontracts.
- 2.3 A list of key staff person (with their titles) who will carry out the Work Program.
- 2.4 Completion of an Authorized Representative Statement.
- 2.5 Job description and resumes for all positions funded in whole or in part under this Agreement.
- 2.6 The following corporate documents:

- (i) Bylaws, resolutions, and incumbency certificates for the RECIPIENT, certified by the RECIPIENT's Corporate Secretary, authorizing the consummation of the transactions contemplated hereby, all in a form satisfactory to the CITY.

2.7 All other documents reasonably required by the CITY.

ARTICLE III
TERMS AND PROCEDURES

3.1 CITY AUTHORIZATION. For the purpose of this Agreement, the Department will act on behalf of the CITY in the fiscal control, programmatic monitoring and modification of this Agreement, except as otherwise provided in this Agreement.

3.2 EFFECTIVE DATE AND TERM:

The Effective date of this agreement is March 8, 2018 to March 7, 2019

3.3 OBLIGATIONS OF RECIPIENT. The RECIPIENT shall carry out the services and activities as prescribed in its Work Program, which is attached and incorporated herein and made a part of this Agreement, in a manner that is lawful, and satisfactory to the CITY, and in accordance with the policies, procedures, and requirements as prescribed in this Agreement, and as set forth by the CITY.

3.4 LEVEL OF SERVICE. Should start-up time for the Work Program be required or in the event of the occurrence of any delays in the activities thereunder, the RECIPIENT shall immediately notify the Department in writing, giving all pertinent details and indicating when the Work Program shall begin and/or continue. It is understood and agreed that the RECIPIENT shall maintain the level of activities and expenditures in existence prior to the execution of this Agreement. Any activities funded through or as a result of this Agreement shall not result in the displacement of employed workers, impair existing agreements for services or activities, or result in the substitution of funds allocated under this Agreement for other funds in connection with work which would have been performed in the absence of this Agreement.

ARTICLE IV
FUNDING AND DISBURSEMENT REQUIREMENTS

4.1 **COMPENSATION**. The amount of compensation payable by the CITY to the RECIPIENT shall be pursuant to the rates, schedules and conditions described in Exhibit "C" attached hereto and incorporated into this Agreement.

4.2 **INSURANCE**. At all times during the term hereof, the RECIPIENT shall maintain insurance acceptable to the CITY. Prior to commencing any activity under this Agreement, the RECIPIENT shall furnish to the CITY original certificates of insurance indicating that the RECIPIENT is in compliance with the provisions described in Exhibit "G" attached hereto, and incorporated into this Agreement.

4.3 **FINANCIAL ACCOUNTABILITY**. The CITY reserves the right to audit the records of the RECIPIENT at any time during the performance of this Agreement and for a period of five (5) years after its expiration/termination. The RECIPIENT agrees to provide all financial and other applicable records and documentation of services to the CITY. Any payment made shall be subject to reduction for amounts included in the related invoice which are found by the CITY, on the basis of such audit/review and at its sole discretion, not to constitute reasonable and necessary expenditures. Any payments made to the RECIPIENT are subject to reduction for overpayments on previously submitted invoices.

4.4 **RECAPTURE OF FUNDS**. The CITY reserves the right to recapture funds in the event that the RECIPIENT shall fail: (i) to comply with the terms of this Agreement, or (ii) to accept conditions imposed by the CITY.

4.5 **CONTINGENCY CLAUSE**. Funding pursuant to this Agreement is contingent on the availability of funds, and is also subject to amendment or termination due to lack of funds or authorization, reduction of funds, and/or changes in regulations.

ARTICLE V
RECORDS AND REPORTS

5.1 The RECIPIENT shall establish and maintain sufficient records to enable the CITY to determine whether the RECIPIENT has met the requirements of Agreement.

At a minimum, the following records shall be maintained by the RECIPIENT:

5.1.1 Records providing a full description of each activity assisted or undertaken with City Funds, including its location (if the activity has a geographical locus), the amount of Funds budgeted, obligated and expended for the activity.

5.1.2 Equal Opportunity Records containing:

- (i) Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with City Funds. Such information shall be used only as a basis for further investigation relating to compliance with any requirement to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.

5.2 **RETENTION AND ACCESSIBILITY OF RECORDS:**

5.2.1 The Department shall have the authority to review the RECIPIENT's records, including project and programmatic records and books of account, for a period of five (5) years from the expiration/termination of this Agreement (the "Retention Period"). All books of account and supporting documentation shall be kept by the RECIPIENT at least until the expiration of the Retention Period.

All records and reports required herein shall be retained and made accessible as provided thereunder. The RECIPIENT further agrees to abide by Chapter 119, Florida Statutes, as the same may be amended from time to time, pertaining to public records. The RECIPIENT shall ensure that the Agreement Records shall be at all times subject to and available for full access and review, inspection and audit by the CITY and any other personnel duly authorized by the CITY.

5.2.2 The RECIPIENT shall include in all the Department's approved subcontracts used to engage subcontractors to carry out any eligible

substantive project or programmatic activities, as described in this Agreement and defined by the Department, each of the record-keeping and audit requirements detailed in this Agreement. The Department shall, in its sole discretion, determine when services are eligible substantive project and/or programmatic activities and subject to the audit and record-keeping requirements described in this Agreement

- 5.2.3 If the CITY or the RECIPIENT has received or given notice of any kind indicating any threatened or pending litigation, claim or audit arising out of the activities pursuant to the project, the activities and/or the Work Program or under the terms of this Agreement, the Retention Period shall be extended until such time as the threatened or pending litigation, claim or audit is, in the sole and absolute discretion of the Department fully, completely and finally resolved.
- 5.2.4 The RECIPIENT shall notify the Department in writing, both during the term of this Agreement and after its expiration/termination as part of the final closeout procedure, of the address where all Agreement Records will be retained.
- 5.2.5 The RECIPIENT shall obtain the prior written consent of the Department to the disposal of any Agreement Records within one year after the expiration of the Retention Period.

5.3 PROVISION OF RECORDS:

- 5.3.1 At any time upon request by the Department, the RECIPIENT shall provide all Agreement Records to the Department. The requested Agreement Records shall become the property of the Department without restriction, reservation, or limitation on their use. The Department shall have unlimited rights to all books, articles, or other copyrightable materials developed in the performance of this Agreement. These rights include the right of royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the
Work Program for public purposes.

5.4 MONITORING. The RECIPIENT shall permit the Department and other persons duly authorized by the Department to inspect all Agreement Records, facilities, goods, and activities of the RECIPIENT which are in any way connected to the activities undertaken pursuant to the terms of this Agreement, and/or interview any clients, employees, subcontractors or assignees of the RECIPIENT as requested by the Department. If a monitoring visit occurs, following such inspection or interviews, the Department will deliver to the RECIPIENT a report of its findings. The RECIPIENT will

rectify all deficiencies cited by the Department within the specified period of time set forth in the report or provide the Department with a reasonable justification for not correcting the same. The Department will determine, in its sole and absolute discretion, whether or not the RECIPIENT's justification is acceptable.

At the request of the CITY, the RECIPIENT shall transmit to the CITY written statements of the RECIPIENT's official policies on specified issues relating to the RECIPIENT's activities. The CITY may carry out monitoring and evaluation activities, including visits and observations by CITY staff. The RECIPIENT shall ensure the cooperation of its employees and its Board members in such efforts. Any inconsistent, incomplete, or inadequate information, either received by the CITY or obtained through monitoring and evaluation by the CITY, shall constitute cause for the CITY to terminate this Agreement.

5.5 RELATED PARTIES:

The term "related-party transaction" includes, but is not limited to, a for-profit or nonprofit subsidiary or affiliate organization, an organization with an overlapping Board of Directors and an organization for which the RECIPIENT is responsible for appointing memberships. Upon forming the relationship or if already formed, before or at the time of execution of this Agreement, the RECIPIENT shall report such relationship to the Department. Any supplemental information shall be promptly reported to the Department. The RECIPIENT shall report to the Department the name, purpose for and any and all other relevant information in connection with any related-party transaction.

ARTICLE VI

MISCELLANEOUS REQUIREMENTS

6.1 NON-DISCRIMINATION:

The RECIPIENT shall not discriminate on the basis of race, color, national origin, sex, religion, age, marital or family status, sexual orientation, or disability in connection with the activities and/or the Work Program or its performance under this Agreement.

Furthermore, the RECIPIENT agrees that no otherwise qualified individual shall, solely by reason of his/her race, sex, color, creed, national origin, age, marital status, sexual orientation, or disability, be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

6.2 REVERSION OF ASSETS. Upon expiration/termination of this Agreement, the RECIPIENT must transfer to the CITY any unused Investment

Funds at the time of expiration/termination and any accounts receivable attributable to the use of City Funds.

6.3 ENFORCEMENT OF THIS AGREEMENT. Any violation of this Agreement that remains uncured thirty (30) days after the RECIPIENT's receipt of notice from the CITY (by certified or registered mail) of such violation may, at the option of the CITY, be addressed by an action for damages or equitable relief, or any other remedy provided at law or in equity. In addition to the remedies of the CITY set forth herein, if the RECIPIENT fails to comply with the terms of this Agreement, the CITY may suspend or terminate this Agreement.

ARTICLE VII

REMEDIES, SUSPENSION, TERMINATION

7.1 REMEDIES FOR NONCOMPLIANCE. The CITY retains the right to terminate this Agreement at any time prior to the completion of the services required pursuant to this Agreement without penalty to the CITY. In that event, notice of termination of this Agreement shall be in writing to the RECIPIENT, who shall be paid for those services performed prior to the date of its receipt to the notice of termination. In no case, however, shall the CITY pay the RECIPIENT an amount in excess of the total sum provided by this Agreement.

It is hereby understood by and between the CITY and the RECIPIENT that any payment made in accordance with this Agreement to the RECIPIENT shall be made only if the RECIPIENT is not in default under the terms of this Agreement. If the RECIPIENT is in default, the CITY shall not be obligated and shall not pay to the RECIPIENT any sum whatsoever.

If the RECIPIENT fails to comply with any term of this Agreement, the CITY may take one or more of the following courses of action:

- 7.1.1 Temporarily withhold cash payments pending correction of the deficiency by the RECIPIENT, or such more severe enforcement action as the CITY determines is necessary or appropriate.
- 7.1.2 Disallow (that is, deny both the use of funds and matching credit) for all or part of the cost of the activity or action not in compliance.
- 7.1.3 Wholly or partially suspend or terminate the current Funds awarded to the RECIPIENT.
- 7.1.4 Withhold further funding for the RECIPIENT.
- 7.1.5 Take all such other remedies that may be legally available.

Notwithstanding any other provision of this Agreement, if the RECIPIENT fails to comply with any term of this Agreement, the RECIPIENT, at the sole discretion of the City, shall pay to the City an amount equal to the current market value of any real property, under the RECIPIENT's control, acquired or improved in whole or in part with City Funds (including Funds provided to the RECIPIENT in the form of a loan and/or grant), less any portion of the value attributable to expenditures of City funds for the acquisition of, or improvement to, the property. The payment is program income to the City.

7.2 SUSPENSION:

7.2.1 The Department may, for reasonable cause, temporarily suspend the RECIPIENT's operations and authority to obligate funds under this Agreement or withhold payments to the RECIPIENT pending necessary corrective action by the RECIPIENT, or both. Reasonable cause shall be determined by the Department in its sole and absolute discretion, and may include:

- (i) Ineffective or improper use of the Funds by the RECIPIENT;
- (ii) Failure by the RECIPIENT to comply with any term or provision of this Agreement;
- (iii) Failure by the RECIPIENT to submit any documents required by this Agreement; or
- (iv) The RECIPIENT's submittal of incorrect or incomplete documents.

7.2.2 The Department will notify the RECIPIENT in writing of any action taken pursuant to this Article by electronic mail, certified mail, return receipt requested, or by in person delivery with proof of delivery. The notification will include the reason(s) for such action, any conditions relating to the action taken, and the necessary corrective action(s).

7.3 TERMINATION.

7.3.1 Termination Because of Lack of Funds. In the event the CITY does not have the funds to provide the grant for this Agreement, or in the event that the CITY de-obligates the funds allocated to fund this Agreement, the Department may terminate this Agreement upon not less than twenty-four

(24) hours prior notice in writing to the RECIPIENT. Said notice shall be delivered by electronic mail, certified mail, return receipt requested, or by in person delivery with proof of delivery. In the event that the CITY's funding is reduced, the CITY shall determine, in its sole and absolute discretion, the availability of funds for the RECIPIENT pursuant to this Agreement.

- 7.3.2 Termination for Breach. The Department may terminate this Agreement, in whole or in part, in the event the Department determines, in its sole and absolute discretion, that the RECIPIENT is not compliant with any term or provision of this Agreement.

The Department may terminate this Agreement, in whole or in part, in the event that the Department determines, in its sole and absolute discretion, that there exists an event of default under and pursuant to the terms of any other agreement or obligation of any kind or nature whatsoever of the RECIPIENT to the CITY, direct or contingent, whether now or hereafter due, existing, created or arising.

- 7.3.3 Unless the RECIPIENT's breach is waived by the Department in writing, the Department may, by written notice to the RECIPIENT, terminate this Agreement upon not less than twenty-four (24) hours prior written notice. Said notice shall be delivered by electronic mail, certified mail, return receipt requested, or by in person delivery with proof of delivery. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement. The provisions hereof are not intended to be, and shall not be, construed to limit the Department's right to legal or equitable remedies.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

- 8.1 INDEMNIFICATION. RECIPIENT shall indemnify, hold harmless, and defend at its own costs and expense, the City and its officials, officers, agents, representatives, and employees (collectively referred to as "Indemnitees"), and each of them from and against all losses, costs, penalties, fines, damages, claims, expenses, actions, causes of action, (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the negligent performance or non-performance (i.e. act or omission) of the Services contemplated by this Agreement (whether active or passive) of RECIPIENT or its employees or

subcontractors (collectively referred to as "RECIPIENT") which is directly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive or in strict liability) of the RECIPIENT, or any of them, or (ii) the failure of the RECIPIENT to comply materially with any of the requirements herein, or the failure of the RECIPIENT to conform to statutes, ordinances, codes, rules, or other regulations, permits, approvals, or requirements of any governmental authority, local, federal or state, in connection with the performance of this Agreement even if it is alleged that the City, its officials and/or employees were negligent. RECIPIENT expressly agrees to indemnify, defend and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of RECIPIENT, or any of its subcontractors, as provided above, for which the RECIPIENT's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws. RECIPIENT further agrees to indemnify, defend and hold harmless the Indemnitees from and against (i) any and all Liabilities imposed on account of the violation of any law, ordinance, order, rule, regulation, condition, or requirement, related directly to RECIPIENT's negligent performance under this Agreement, compliance with which is left by this Agreement to RECIPIENT, and (ii) any and all claims, and/or suits for labor, equipment, supplies, and materials furnished by RECIPIENT, one of the RECIPIENT's subcontractors, or utilized in the performance of this Agreement or otherwise.

RECIPIENT's obligations to indemnify, defend and hold harmless the Indemnitees shall survive the termination/expiration of this Agreement.

RECIPIENT understands and agrees that any and all liabilities regarding the use of any subcontractor for Services related to this Agreement shall be borne solely by RECIPIENT throughout the duration of this Agreement and that this provision shall survive the termination or expiration of this Agreement, as applicable. The sum of Ten Dollars and NO/Cents (\$10.00) of the fees being paid are agreed to be separate, independent and specific consideration for this indemnification.

8.2 AMENDMENTS. No amendments to this Agreement shall be binding unless in writing and signed by both parties hereto. Budget modifications shall be approved by the Department in writing.

8.3 OWNERSHIP OF DOCUMENTS; FLORIDA PUBLIC RECORDS LAW PROVISIONS. All documents developed by the RECIPIENT under this Agreement shall be delivered to the CITY upon completion of the activities required pursuant to this Agreement and shall become the property of the CITY, without restriction or limitation on their use, if requested by the City. The RECIPIENT agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of

the Public Records Law, Chapter 119, Florida Statutes. Provider understands that the public shall have access, at all reasonable times, to all documents and information pertaining to CITY contracts, subject to the provisions, limitations and exemptions of Chapter 119, Florida Statutes, and agrees to allow access as applicable by the CITY and the public to all documents subject to disclosure under applicable law. RECIPIENT's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the CITY.

IF RECIPIENT AS THE CONTRACTOR UNDER THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDER'S DUTY AS THE CONTRACTOR'S TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT AS A PUBLIC CONTRACT, PLEASE CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS.

Pursuant to the provisions of § 119.0701, Florida Statutes (2017) RECIPIENT must comply with Florida public record laws, specifically the RECIPIENT as the provider of the Program services for the CITY must:

- (a) Keep and maintain public records required by the public agency in order to perform the services for the Program;
- (b) Upon request from the CITY's custodian of public records, provide the CITY as the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Program term of this Agreement and all renewals hereof, and following the completion of this Agreement as a public contract if RECIPIENT as the Program services provider does not transfer the records to the CITY as the public agency;
- (d) Upon completion of this Agreement as a public contact, transfer, at no cost, to the public agency all public records in possession of RECIPIENT as the services provider or keep and maintain public records required by the CITY as the public agency to perform the services hereunder.

If RECIPIENT as the service provider transfers all public records to the CITY as the public agency upon completion of this Agreement and all renewals hereof as the public contract, RECIPIENT as the service provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If RECIPIENT as the service provider keeps and maintains public records upon completion of this Agreement and all renewals hereof as the public contract, RECIPIENT as the service provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY as the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the CITY as the public agency.

It is further understood by and between the parties that any document, which is given by the CITY to the RECIPIENT pursuant to this Agreement, shall at all times remain the property of the CITY and shall not be used by the RECIPIENT for any other purpose whatsoever without the prior written consent of the CITY.

8.4 AWARD OF AGREEMENT. The RECIPIENT warrants that it has not employed or retained any person employed by the CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the CITY any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.

8.5 NON-DELEGABILITY. The obligations undertaken by the RECIPIENT pursuant to this Agreement shall not be delegated or assigned to any other person or firm, in whole or in part, without the CITY's prior written consent which may be granted or withheld in the CITY's sole discretion.

8.6 CONSTRUCTION OF AGREEMENT. This Agreement shall be construed and enforced according to the laws of the State of Florida.

8.7 CONFLICT OF INTEREST.

8.7.1 The RECIPIENT covenants that no person under its employ who presently exercises any functions or responsibilities in connection City funded activities has any personal financial interest, direct or indirect, in this Agreement. The RECIPIENT further covenants that, in the performance of this Agreement, no person having such a conflicting interest shall be employed. Any such interest on the

part of the RECIPIENT or its employees must be disclosed in writing to the CITY.

8.7.2 The RECIPIENT is aware of the conflict of interest laws of the City of North Miami and the State of Florida (Chapter 112, Florida Statutes), and agrees that it shall comply in all respects with the terms of the same.

8.8 PROCUREMENT. The RECIPIENT shall comply with the procurement standards set by the City of North Miami Purchasing Department.

8.9 NO OBLIGATION TO RENEW. Upon expiration of the term of this Agreement, the RECIPIENT agrees and understands that the CITY has no obligation to renew this Agreement.

8.10 ENTIRE AGREEMENT. This instrument and its attachments constitute the only agreement of the parties hereto relating to City Funds and sets forth the rights, duties, and obligations of each of the parties hereto to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

8.11 GENERAL CONDITIONS.

8.11.1 All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by in person delivery or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time, upon notice in writing. Such notice shall be deemed given on the day on which personally served, or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

CITY OF NORTH MIAMI

Larry M. Spring, Jr.,
Office of the City Manager
City of North Miami
776 NE 125 Street
North Miami, Florida 33161

WITH A COPY TO:

Jeff P. H. Cazeau, City Attorney
City of North Miami
776 N.E. 125 Street
North Miami, Florida 33161

RECIPIENT

Jessica Greenfield, CFAO

287 Columbus Avenue

Boston, MA 02116

- 8.11.2 Title and paragraph headings are for convenient reference and are not a part of this Agreement.
- 8.11.3 In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall control.
- 8.11.4 No waiver of breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
- 8.11.5 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of North Miami, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severed, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

8.12 INDEPENDENT CONTRACTOR. The RECIPIENT and its employees and agents shall be deemed to be independent contractors and not agents or employees of the CITY, and shall not attain any rights or benefits under the Civil Service or Pension Ordinances of the CITY or any rights generally afforded classified or unclassified employees; further, they shall not be deemed entitled to the Florida Worker's Compensation benefits as employees of the CITY.

8.13 SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, and their respective heirs, executors, legal representatives, successors, and assigns.

8.14 RECIPIENT CERTIFICATION. The RECIPIENT certifies that it possesses the legal authority to enter into this Agreement pursuant to authority that has been duly adopted or passed as an official act of the RECIPIENT's governing body, authorizing the execution of this Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the RECIPIENT to act in connection with this Agreement and to provide such information as may be required.

8.15 WAIVER OF JURY TRIAL. Neither the RECIPIENT, nor any assignee, successor, heir or personal representative of the RECIPIENT, nor any other person or entity, shall seek a jury trial in any lawsuit, proceeding, counterclaim or any other litigation procedure based upon or arising out of any of the Agreement and/or any modifications, or the dealings or the relationship between or among such persons or entities, or any of them. Neither the RECIPIENT, nor any other person or entity will seek to consolidate any such action in which a jury trial has been waived with any other action. The provisions of this paragraph have been fully discussed by the parties hereto, and the provisions hereof shall be subject to no exceptions. No party to this Agreement has in any manner agreed with or represented to any other party that the provisions of this paragraph will not be fully enforced in all instances.

8.16 GOVERNING LAW AND VENUE. This Agreement shall be construed and enforced pursuant to the laws of the State of Florida, excluding all principles of choice of laws, conflict of laws and comity. Any action pursuant to a dispute under this Agreement must be brought in Miami-Dade County and no other venue. All meetings to resolve said dispute, including voluntary arbitration, mediation, or other alternative dispute resolution mechanism, will take place in this venue. The parties both waive any defense that venue in Miami-Dade County is not convenient.

8.17 AUTHORITY. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly

authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

8.18 COUNTERPARTS. This Agreement may be executed in three (3) or more counterparts, all of which shall constitute the same instrument and each of which shall be deemed an original.

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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized on the date above written.

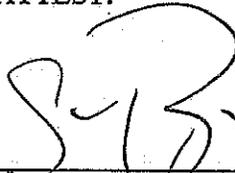
RECIPIENT

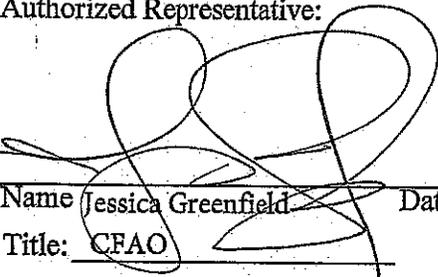
City Year, Inc.
287 Columbus Ave
Boston, MA 02116

a Massachusetts not-for-profit corporation

ATTEST:

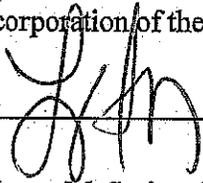
Authorized Representative:


Name: Shanuah Beamon Date: 5/29/18
Title: Co-Clerk

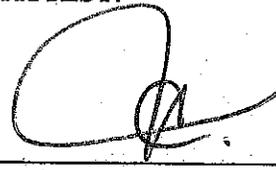

Name: ~~Jessica Greenfield~~ Date: 5/29/18
Title: CFAO

Corporate Seal:

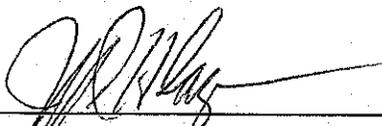
CITY OF NORTH MIAMI, a
municipal
corporation of the State of Florida


Date: 6/13/18
Larry M. Spring, Jr. Date:
City Manager

ATTEST:


Date: 6/13/18
Michael A. Etienne Date:
City Clerk

APPROVED AS TO FORM AND
CORRECTNESS:


Jeff P. H. Cazeau
City Attorney

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS**

1. The Sub-Recipient certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1.b of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the City of North Miami.

City Year, Inc.

SUB-RECIPIENT

Jessica Greenfield, CFAO

PRINT NAME OF CERTIFYING OFFICIAL

SIGNATURE OF CERTIFYING OFFICIAL

5/29/18

DATE

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid, or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) This undersigned shall require that the language of this certification be included in the award documents for "All" sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a pre-requisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

City Year, Inc.

SUB-RECIPIENT

Jessica Greenfield, CFAO

PRINT NAME OF CERTIFYING OFFICIAL

SIGNATURE OF CERTIFYING OFFICIAL

5/29/18

DATE

* Note: In these instances, "All" in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per QMB).

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A).
FLORIDA STATUTES ON PUBLIC ENTITY CRIME

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to CITY OF NORTH MIAMI
By Jessica Greenfield, Chief Financial & Administrative Officer
(print this individual's name and title)

for City Year, Inc.
(print name of entity submitting statements)

whose business address is 287 Columbus Avenue, Boston, MA 02116

and if applicable is Federal Employer Identification Number (FEIN) is 22-2882549

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement:

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, mean a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment-or-income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

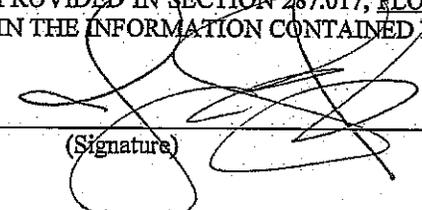
6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which statement applies).

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. AND (Please indicate which additional statement applies).

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



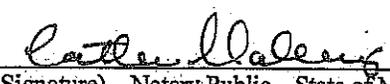
(Signature)

City of Boston

STATE OF MASSACHUSETTS

Sworn and subscribed before me this 29 day of May, 2018 by Jessica Greenfield who is Personally known to me

Or who produced identification - _____
(Type of Identification)



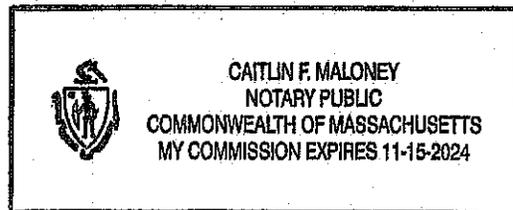
(Signature) Notary Public—State of Massachusetts

Caitlin Maloney

(Printed, typed or stamped commissioned name of notary public)

My commission expires 4/15/2024

(SEAL)



RESOLUTION NO. 2018-R-11

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE SPONSORSHIP OF A CITY YEAR TEAM AT NORTH MIAMI SENIOR HIGH SCHOOL IN AN AMOUNT NOT-TO-EXCEED THIRTY THOUSAND DOLLARS (\$30,000.00); AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH CITY YEAR, INC.; PROVIDING FOR AN EFFECTIVE DATE AND ALL OTHER PURPOSES.

WHEREAS, City Year is an education organization fueled by national service that partners with urban public schools in high-poverty communities to help keep students in school and on track to graduate; and

WHEREAS, City Year helps bridge the gap between what students need and what schools are designed to deliver. City Year AmeriCorps members serve full-time, working side-by-side with teachers, before, during and after school; and

WHEREAS, City Year AmeriCorps members commit to a year of full-time service in schools, where they tutor students one-on-one, provide support in classrooms and organize school-wide initiatives to improve school culture; and

WHEREAS, the City of North Miami recognizes the need to place adequate educational resources within our local schools; and

WHEREAS, City Year has proposed the sponsorship of a City Year Team at North Miami Senior High School; and

WHEREAS, the City of North Miami supports this initiative and commits to a one (1) year sponsorship of the endeavor; and

WHEREAS, the Mayor and City Council believe that it is in the best interest of the City and its residents to enter into an agreement with City Year, Inc., for the sponsorship of a City Year Team at North Miami Senior High School.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. Sponsorship of City Year. The Mayor and City Council hereby authorize the sponsorship of a City Year Team at North Miami Senior High School in an amount not-to-exceed thirty thousand dollars (\$30,000.000).

Section 2. Authority of City Manager and City Attorney. The City Council hereby authorizes the City Manager and City Attorney to negotiate and execute a Sponsorship Agreement with City Year, Inc.

Section 3. Effective Date. This Resolution will be effective immediately upon adoption.

PASSED AND ADOPTED by a 4-0 vote of the Mayor and City Council of the City of North Miami, Florida, this 23rd day of January, 2018.

DR. SMITH JOSEPH
MAYOR

ATTEST:



MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



JEFF P. H. CAZEAU, ESQ.
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Galvin

Seconded by: Mayor Joseph

Vote:

Mayor Smith Joseph, D.O., Pharm. D.
Vice Mayor Carol Keys, Esq.
Councilman Scott Galvin
Councilman Philippe Bien-Aime
Councilman Alix Desulme

<u> X </u>	(Yes)	<u> </u>	(No)
<u> X </u>	(Yes)	<u> </u>	(No)
<u> X </u>	(Yes)	<u> </u>	(No)
<u> X </u>	(Yes)	<u> </u>	(No)
<u> </u>	(Yes)	<u> </u>	(No) Absent



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/4/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. 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).

PRODUCER Arthur J Gallagher Risk Management Services 470 Atlantic Avenue Boston MA 02210	CONTACT NAME: PHONE (A/C, No., Ext): 617-261-6700 FAX (A/C, No.): 617-646-0400 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED CITYYEA-01 City Year, Inc. 287 Columbus Avenue Boston MA 02116	INSURER A: American Zurich Insurance Company 40142	
	INSURER B: American Guarantee and Liability Ins Co 26247	
	INSURER C: Zurich American Insurance Company 16535	
	INSURER D:	
	INSURER E:	
INSURER F:		

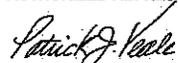
COVERAGES **CERTIFICATE NUMBER:** 1312153855 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		CPO019873301	7/1/2017	7/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP019873401	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC019873601	7/1/2017	7/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

North Miami City Hall is included as additional insured as additional insured with respects to the General Liability Policy. Coverage subject to policy terms and conditions.

CERTIFICATE HOLDER North Miami City Hall 776 NE 126th Street North Miami FL 33161	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



General Liability Supplemental Coverage Endorsement

ZURICH®

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
CPO019873301	07/01/2017	07/01/2018				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following changes apply to this Coverage Part. However, endorsements attached to this Coverage Part will supersede any provisions to the contrary in this General Liability Supplemental Coverage Endorsement.

A. Broadened Named Insured

1. The following is added to Section II – **Who Is An Insured**:

Any organization of yours, other than a partnership or joint venture, which is not shown in the Declarations, and over which you maintain an ownership interest of more than 50% of such organization as of the effective date of this Coverage Part, will qualify as a Named Insured. However, such organization will not qualify as a Named Insured under this provision if it:

- a. Is newly acquired or formed during the policy period;
- b. Is also an insured under another policy, other than a policy written to apply specifically in excess of this Coverage Part; or
- c. Would be an insured under another policy but for its termination or the exhaustion of its limits of insurance.

Each such organization remains qualified as a Named Insured only while you maintain an ownership interest of more than 50% in the organization during the policy period.

2. The last paragraph of Section II – **Who Is An Insured** does not apply to this provision to the extent that such paragraph would conflict with this provision.

B. Newly Acquired or Formed Organizations as Named Insureds

1. Paragraph 3. of Section II – **Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain an ownership interest of more than 50% of such organization, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

An additional premium will apply in accordance with our rules and rates in effect on the date you acquired or formed the organization.

2. The last paragraph of Section II – Who Is An Insured does not apply to this provision to the extent that such paragraph would conflict with this provision.

C. Insured Status – Employees

Paragraph 2.a.(1) of Section II – Who Is An Insured is replaced by the following:

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

However:

Paragraphs (1)(a) and (1)(d) do not apply to your "employees" or "volunteer workers", who are not employed by you or volunteering for you as health care professionals, for "bodily injury" arising out of "Good Samaritan Acts" while the "employee" or "volunteer worker" is performing duties related to the conduct of your business.

"Good Samaritan Acts" mean any assistance of a medical nature rendered or provided in an emergency situation for which no remuneration is demanded or received.

Paragraphs (1)(a), (b) and (c) do not apply to any "employee" designated as a supervisor or higher in rank, with respect to "bodily injury" to co-"employees". As used in this provision, "employees" designated as a supervisor or higher in rank means only "employees" who are authorized by you to exercise direct or indirect supervision or control over "employees" or "volunteer workers" and the manner in which work is performed.

D. Additional Insureds – Lessees of Premises

1. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) who leases or rents a part of the premises you own or manage who you are required to add as an additional insured on this policy under a written contract or written agreement, but only with respect to liability arising out of your ownership, maintenance or repair of that part of the premises which is not reserved for the exclusive use or occupancy of such person or organization or any other tenant or lessee.

This provision does not apply after the person or organization ceases to lease or rent premises from you.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.
2. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph D.1. above (of this endorsement); or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph D. shall not increase the applicable Limits of Insurance shown in the Declarations.

E. Additional Insured – Vendors

1. The following change applies if this Coverage Part provides insurance to you for "bodily injury" and "property damage" included in the "products-completed operations hazard":

Section II – **Who Is An Insured** is amended to include as an additional insured any person or organization (referred to throughout this Paragraph E. as vendor) who you have agreed in a written contract or written agreement, prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business:

However, the insurance afforded to such vendor:

- a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the written contract or written agreement to provide for such vendor.
2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
 - a. The insurance afforded the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained in Subparagraphs (4) or (6); or
 - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
 - c. This insurance does not apply to any of "your products" for which coverage is excluded under this Coverage Part.

3. With respect to the insurance afforded to the vendor under this endorsement, the following is added to Section III – **Limits Of Insurance:**

The most we will pay on behalf of the vendor is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph E.1. above (of this endorsement); or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph E. shall not increase the applicable Limits of Insurance shown in the Declarations.

F. Additional Insured – Managers, Lessors or Governmental Entity

1. Section II – **Who Is An Insured** is amended to include as an insured any person or organization who is a manager, lessor or governmental entity who you are required to add as an additional insured on this policy under a written contract, written agreement or permit, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omission of those acting on your behalf; and
resulting directly from:
 - a. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit;
 - b. Ownership, maintenance, occupancy or use of premises by you; or
 - c. Maintenance, operation or use by you of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. This provision does not apply:

- a. Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury", "property damage" or offense that caused "personal and advertising injury";
- b. To any person or organization included as an insured under Paragraph 3. of Section II – **Who Is An Insured**;
- c. To any lessor of equipment if the "occurrence" or offense takes place after the equipment lease expires;
- d. To any:
 - (1) Owners or other interests from whom land has been leased by you; or
 - (2) Managers or lessors of premises, if:
 - (a) The "occurrence" or offense takes place after the expiration of the lease or you cease to be a tenant in that premises;
 - (b) The "bodily injury", "property damage" or "personal and advertising injury" arises out of the structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or
 - (c) The premises are excluded under this Coverage Part.

3. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph F.1. above (of this endorsement); or

- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph **F.** shall not increase the applicable Limits of Insurance shown in the Declarations.

G. Damage to Premises Rented or Occupied by You

- 1. The last paragraph under Paragraph **2. Exclusions** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Section **III – Limits Of Insurance**.

- 2. Paragraph **6.** of Section **III – Limits Of Insurance** is replaced by the following:

- 6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you, or in the case of damage by one or more "specific perils" to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

H. Broadened Contractual Liability

The "insured contract" definition under the **Definitions** Section is replaced by the following:

"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage", or "personal and advertising injury" arising out of the offenses of false arrest, detention or imprisonment, to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

I. Definition – Specific Perils

The following definition is added to the **Definitions** Section:

"Specific perils" means:

- a. Fire;
- b. Lightning;
- c. Explosion;

- d. Windstorm or hail;
- e. Smoke;
- f. Aircraft or vehicles;
- g. Vandalism;
- h. Weight of snow, ice or sleet;
- i. Leakage from fire extinguishing equipment, including sprinklers; or
- j. Accidental discharge or leakage of water or steam from any part of a system or appliance containing water or steam.

J. Limited Contractual Liability Coverage – Personal and Advertising Injury

1. Exclusion e. of Section I – **Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement.

This exclusion does not apply to:

(1) Liability for damages that the insured would have in the absence of the contract or agreement; or

(2) Liability for "personal and advertising injury" if:

(a) The "personal and advertising injury" arises out of the offenses of false arrest, detention or imprisonment;

(b) The liability pertains to your business and is assumed in a written contract or written agreement in which you assume the tort liability of another. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; and

(c) The "personal and advertising injury" occurs subsequent to the execution of the written contract or written agreement.

Solely for purposes of liability so assumed in such written contract or written agreement, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury" described in Paragraph (a) above, provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same written contract or written agreement; and

(ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. Paragraph 2.d. of Section I – **Supplementary Payments – Coverages A and B** is replaced by the following:

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

3. The following is added to the paragraph directly following Paragraph 2.f. of Section I – **Supplementary Payments – Coverages A and B**:

Notwithstanding the provisions of Paragraph 2.e.(2) of Section I – **Coverage B – Personal And Advertising Injury Liability**, such payments will not be deemed to be damages for "personal and advertising injury" and will not reduce the limits of insurance.

K. Supplementary Payments

The following changes apply to **Supplementary Payments – Coverages A and B**:

Paragraphs 1.b. and 1.d. are replaced by the following:

- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

L. Broadened Property Damage

1. Property Damage to Contents of Premises Rented Short-Term

The paragraph directly following Paragraph (6) in Exclusion j. of Section I – **Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to premises (other than damage by "specific perils"), including "property damage" to the contents of such premises, rented to you under a rental agreement for a period of 14 or fewer consecutive days. A separate Limit of Insurance applies to Damage to Premises Rented to You as described in Section III – Limits Of Insurance.

2. Elevator Property Damage

- a. The following is added to Exclusion j. of Section I – **Coverage A – Bodily Injury And Property Damage Liability**:

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising out of the use of an elevator at premises you own, rent or occupy.

- b. The following is added to Section III – **Limits Of Insurance**:

Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of "property damage" to property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy is \$25,000 per "occurrence".

3. Property Damage to Borrowed Equipment

- a. The following is added to Exclusion j. of Section I – **Coverage A – Bodily Injury And Property Damage Liability**:

Paragraph (4) of this exclusion does not apply to "property damage" to equipment you borrow from others at a jobsite.

- b. The following is added to Section III – **Limits Of Insurance**:

Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of "property damage" to equipment you borrow from others is \$25,000 per "occurrence".

M. Expected or Intended Injury or Damage

Exclusion a. of Section I – **Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

N. Definitions – Bodily Injury

The "bodily injury" definition under the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death sustained by that person which results from that bodily injury, sickness or disease.

O. Insured Status – Amateur Athletic Participants

Section II – **Who Is An Insured** is amended to include as an insured any person you sponsor while participating in amateur athletic activities. However, no such person is an insured for:

- a. "Bodily injury" to:

(1) Your "employee", "volunteer worker" or any person you sponsor while participating in such amateur athletic activities; or

- (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company) while participating in such amateur athletic activities; or
- b. "Property damage" to property owned by, occupied or used by, rented to, in the care, custody or control of, or over which the physical control is being exercised for any purpose by:
 - (1) Your "employee", "volunteer worker" or any person you sponsor; or
 - (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

P. Non-Owned Aircraft, Auto and Watercraft

Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) An aircraft that is hired or chartered by you or loaned to you, with a paid and licensed crew, and is not owned in whole or in part by an insured; or
- (6) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

Q. Definitions – Leased Worker, Temporary Worker and Labor Leasing Firm

1. The "leased worker" and "temporary worker" definitions under the **Definitions** Section are replaced by the following:

"Leased worker" means a person leased to you by a "labor leasing firm" under a written agreement between you and the "labor leasing firm", to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

"Temporary worker" means a person who is furnished to you to support or supplement your work force during "employee" absences, temporary skill shortages, upturns or downturns in business or to meet seasonal or short-term workload conditions. "Temporary worker" does not include a "leased worker".

2. The following definition is added to the **Definitions** Section:

"Labor leasing firm" means any person or organization who hires out workers to others, including any:

- a. Employment agency, contractor or services;
- b. Professional employer organization; or

c. Temporary help service.

R. Definition – Mobile Equipment

Paragraph f. of the "mobile equipment" definition under the **Definitions** Section is replaced by the following:

f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment, exceeding a combined gross vehicle weight of 1000 pounds, are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

S. Definitions – Your Product and Your Work

The "your product" and "your work" definitions under the **Definitions** Section are replaced by the following:

"Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

"Your work":

a. Means:

(1) Work, services or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work, services or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

T. Priority Condition

The following paragraph is added to Section III – **Limits Of Insurance**:

In the event a claim is made or "suit" is brought against more than one insured seeking damages because of "bodily injury" or "property damage" caused by the same "occurrence" or "personal and advertising injury" caused by the same offense, we will apply the Limits of Insurance in the following order:

- (a) You;
- (b) Your "executive officers", partners, directors, stockholders, members, managers (if you are a limited liability company) or "employees"; and
- (c) Any other insured in any order that we choose.

U. Duties in the Event of Occurrence, Offense, Claim or Suit Condition

The following paragraphs are added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section IV – **Commercial General Liability Conditions**:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to any insured listed under Paragraph 1. of Section II – Who Is An Insured or an "employee" authorized by you to give or receive such notice. Knowledge by other "employees" of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to the workers compensation carrier of the Named Insured and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this Condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

V. Other Insurance Condition

Paragraphs 4.a. and 4.b.(1) of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions** are replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below. However, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

Other insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

b. Excess Insurance

- (1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

- (i) That is property insurance, Builder's Risk, Installation Risk or similar coverage for "your work";
- (ii) That is property insurance purchased by you (including any deductible or self insurance portion thereof) to cover premises rented to you or temporarily occupied by you with permission of the owner;
- (iii) That is insurance purchased by you (including any deductible or self insurance portion thereof) to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability; or

(v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to:

Equipment you borrow from others; or

Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy.

(b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

(c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

W. Unintentional Failure to Disclose All Hazards

Paragraph 6. **Representations of Section IV – Commercial General Liability Conditions** is replaced by the following:

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

- a. Fail to disclose all hazards existing at the inception of this policy; or
- b. Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

X. Waiver of Right of Subrogation

Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Commercial General Liability Conditions** is replaced by the following:

8. Transfer Of Rights Of Recovery Against Others To Us

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins, or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

Y. Liberalization Condition

The following condition is added to Section IV – **Commercial General Liability Conditions**:

Liberalization Clause

If we revise this Coverage Part to broaden coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the state shown in the mailing address of your policy.

All other terms and conditions of this policy remain unchanged.