

## APPENDIX C

**2019 SHARED MOBILITY INSURANCE REQUIREMENTS**

Each Mobility Share Entity (MSE) shall continuously maintain throughout the entire term of the permit, at no expense to the City, the following insurance coverage and limits of liability:

**1. STANDARD INSURANCE COVERAGES AND LIMITS OF LIABILITY REQUIRED**

- a. Commercial General Liability (CGL) written on an occurrence form at least as broad as ISO CG 00 01, with Minimum Limits of Liability:
    - i. \$2,000,000 per Occurrence
    - ii. \$4,000,000 General Aggregate
    - iii. \$4,000,000 Products/Completed Operations Aggregate
    - iv. \$2,000,000 Personal/Advertising Injury Liability
  - b. Coverage shall include: Premises and Operations; Personal Injury and Advertising Liability; Independent Contractors; Severability of Interest Clause; General Aggregate Limits of Insurance shall apply separately; "Claims Made" and "Modified Occurrence" policy forms are not acceptable.
  - c. Umbrella or Excess Liability "follow form" insurance over primary CGL insurance limits, if necessary, to provide total total minimum limits of liability of \$3,000,000 per occurrence, \$6,000,000 aggregate. These required total minimum limits of liability may be satisfied with primary limits or any combination of primary and umbrella/excess limits.
  - d. Automobile Liability insurance for owned, non-owned, leased or hired vehicles, as applicable, written on a form CA 00 01 or equivalent WITH MINIMUM LIMITS OF LIABILITY OF \$2,000,000 CSL.
  - e. Professional Liability: Technology Errors and Omissions to cover any and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs. Coverage shall include or shall not exclude settlement and/or defense of claims involving intellectual property, including but not limited to patent or copyright infringement, and network security breaches. In the event that the Tech E&O insurance required under this Agreement is written on a claims-made basis, MSE warrants that any retroactive date under the policy shall precede the effective date of this Agreement and either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time this Agreement is terminated.
- 2. CITY AS ADDITIONAL INSURED; PRODUCTS-COMPLETED OPERATIONS:** MSE shall include "the City of Tucson" as an additional insured to all of the insurance coverage listed above; which shall also be as primary and noncontributory with any insurance or self-insurance coverage or limits of liability maintained by the City, and in the form of a duly issued additional insured endorsement and attached to the policy or by the appropriate blanket additional insured policy wording, and in any

other manner further required by Contractor's insurance coverage to provide the City of Tucson additional insured coverage as set forth herein.

3. **NO LIMITATION OF LIABILITY:** Insurance coverage and limits of liability as specified herein are minimum coverage and limit of liability requirements only. Nothing in the City of Tucson's requirements for minimum insurance coverage shall be interpreted to limit or release liability of the MSE or any of the MSE's insurers. The City shall be an additional insured as required in paragraph B. regarding the total limits of liability maintained, whether such limits are primary, excess, contingent, or otherwise.
4. **REQUIRED SEPARATION OF INSURED PROVISION; CROSS-LIABILITY EXCLUSION AND OTHER ENDORSEMENTS PROHIBITED:** MSE's insurance policy shall include a "separation of insureds" or "severability" clause that applies coverage separately to each insured and additional insured, except with respect to the limits of the insurer's liability. MSE's insurance policy shall not contain any provision, exclusion, or endorsement that limits, bars, or effectively precludes the City of Tucson from coverage or asserting a claim under the MSE's insurance policy on the basis that the coverage or claim is brought by an insured or additional insured against an insured or additional insured under the policy. MSE's failure to comply with any of the requisite insurance provisions shall be a material breach of, and grounds for, the immediate termination of the Contract or Permits with the City of Tucson; or if applicable, and at the discretion of the City of Tucson, shall serve as grounds for the City to procure or renew insurance coverage with any related costs of premiums to be repaid by MSE or reduced and/or offset against the Contract.
5. **NOTICE OF CANCELLATION/MODIFICATION:** The above checked insurance coverages shall not be canceled or modified by MSE or Insurer without at least 30 days written notice to the City, except 10 days' notice for non-payment of premium.
6. **INSURER'S AM BEST'S RATING:** Each insurance policy shall be issued by an insurer rated A- (Financial Strength) and VII (Financial Size) or higher in the AM Best's Key Rating Guide, unless a surplus lines placement by a licensed Washington State surplus lines broker, or as may otherwise be approved by the City.
7. **EVIDENCE OF INSURANCE:** MSE must provide the following as evidence of insurance:
  - a. A certificate of liability insurance evidencing coverages, limits of liability and other terms and conditions as specified herein. In the "Certificate Holder" field of the certificate of insurance, write "City of Tucson."
  - b. An attached City of Tucson designated additional insured endorsement or blanket additional insured wording to the required insurance policies.

At any time upon the City's request, MSE shall also cause to be timely furnished a copy of declarations pages and schedules of forms and endorsements. If the City tenders a claim or lawsuit for defense and indemnity invoking additional insured status, and the insurer either denies the tender or issues a reservation of rights letter, MSE shall also cause a complete and certified copy of the requested policy to be timely furnished to the City of Tucson.