



## MEMORANDUM

**TO: CITY COUNCIL**

**FROM: WHITNEY MCDONALD, ACTING DEPUTY CITY MANAGER/  
COMMUNITY DEVELOPMENT DIRECTOR**

**SUBJECT: CONSIDERATION OF PROPOSAL BY PEAKWIFI TO PROVIDE FREE  
WIFI SERVICE AT ELM STREET PARK**

**DATE: AUGUST 11, 2020**

### **SUMMARY OF ACTION:**

Approval of a proposal from PeakWiFi to provide free wifi service at Elm Street Park for purposes of supporting online distance learning during the COVID-19 pandemic.

### **IMPACT ON FINANCIAL AND PERSONNEL RESOURCES:**

Staff time is necessary to evaluate the request to provide free wifi service at Elm Street Park, including evaluation of security, IT, legal, and physical infrastructure concerns and needs. The City will be required to install an additional electrical outlet at the Elm Street Park gazebo to support the equipment necessary to provide the wifi signal. All other equipment and services are being supplied by PeakWiFi at no cost to the City or to the public.

### **RECOMMENDATION:**

It is recommended the City Council adopt a Resolution approving a License Agreement authorizing installation and operation by PeakWiFi of a free wifi system at Elm Street Park for purposes of supporting online distance learning during the COVID-19 pandemic.

### **BACKGROUND:**

On July 14, 2020, the Lucia Mar Unified School District (LMUSD) Board of Trustees voted to begin the 2020-2021 academic year using an entirely remote or distance learning platform in light of the COVID-19 pandemic.

On July 17, 2020, Governor Gavin Newsom and the State Public Health Officer issued an order restricting in-person instruction at school districts located in counties that are on the State's monitoring list. Counties are placed on the State's monitoring list if they meet certain epidemiological criteria or resource constraints, such as COVID-19 infection rates of more than 100 per 100,000 residents. The County of San Luis Obispo has been on the State's monitoring list since July 13, 2020. As a result, all school districts in our county may not offer in-person instruction unless waivers are granted for certain elementary schools. Under the current State order, in-person instruction may resume only after the County has been removed from the State's monitoring list for fourteen (14) days.

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As schools resume instruction in the fall using an entirely remote or distance learning platform, the community will experience an increased need for adequate access to the internet. The LMUSD is conducting a survey to determine the total number of families without reliable internet access. When last evaluated, the LMUSD estimated that roughly 200 families in the District are without any internet access at home. Some families that do have internet access do not have reliable service with sufficient bandwidth to support online learning.

PeakWiFi is a local business that provides wireless internet service to homes, businesses, and local agencies in the South County. PeakWiFi has offered to provide free wifi at parks in Arroyo Grande in an effort to provide sufficient internet access to students who will be learning remotely in the fall due to the COVID-19 pandemic. After discussions with staff, it was determined that the Elm Street Park is the most appropriate City park for such a wifi system at this time.

**ANALYSIS OF ISSUES:**

Access to reliable internet is essential for students to meet their educational needs. This need is even greater at this time when in-person instruction is prohibited due to the COVID-19 pandemic. Offering access to the internet via free wifi at our local parks will provide an opportunity for students and their families who either cannot afford internet service or who have unreliable service to access the internet to meet their educational needs in an environment that allows physical distancing. In addition, providing access to wifi at our parks will support the overall wellbeing of students and families through greater access to the outdoor environment.

The proposal to provide free wifi service for students at Elm Street Park is being presented to the City Council for consideration as a pilot program to determine overall effectiveness and demand. If the program is successful, other City parks may be considered depending on need and on the interest and willingness of PeakWiFi to expand this service. If public safety or other issues develop with improper use of the service, the program may be discontinued. Because the intent of this program is to provide internet access to students who are learning remotely during the COVID-19 pandemic, staff will reevaluate the program when the restrictions on in-person instruction are lifted. At that time, staff will work with PeakWiFi and return to the City Council with a recommendation on whether free wifi services should continue.

*The Proposed Equipment*

PeakWiFi proposes to install equipment within the gazebo at Elm Street Park in order to provide internet service to students and their families, including wireless access points, ISO stations, a power over ethernet (POE) switch, a router/firewall, two weather-proof cabinets, and various cabling and hardware.

In addition, the City will be required to install a new electrical outlet to power the antenna. The outlet will be located on the ceiling of the gazebo and will not be accessible to the public.

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*Proposed Safety Measures*

PeakWiFi and City staff have considered a number of questions and concerns regarding the safety of the proposed wifi services at Elm Street Park. Responses to these concerns are offered below.

1. Is the network going to be secure for the students?

Yes, the network will use industry standard security protocols similar to other public wifi, such as in an airport or hotel. Security and login will be handled through a standard wifi password provided to LMUSD students, which will be periodically changed. Some students will be issued Chromebooks from LMUSD and, for those students, the device will be further secured through an integration with the District's system. This system will also allow parents to connect a device to the wifi, which may increase the success of the program as it will allow parents to be productive while their students participate in online learning.

2. Will there be any content control in place?

Content management will be partially controlled by filtering out the major problematic sites. However, it should be noted that even the best systems can be overcome by someone with enough focus and determination, similar to any content filtering system installed at school sites or other public locations such as libraries.

3. Is this going to attract users for whom the system is not intended?

In order to address the potential for the wifi system to be used by non-students, the system will only be operational during daylight hours and will be turned off near sunset each night. In addition, the system is proposed to be password protected using login information supplied through the LMUSD, to the extent possible, limiting access to those who are affiliated with our local school district. If password information cannot be supplied through the LMUSD, PeakWiFi and City staff will provide the password to students through other means, most likely by posting the password at the gazebo area.

4. Is wifi harmful?

All peer-reviewed scientific data from the United States and the European Union has concluded that the low-power antennas used by PeakWiFi are safe. These wifi systems are regulated by the FCC and represent a small fraction of the radio waves in our environment.

5. How will COVID-19 concerns be addressed in the area where wifi is offered?

It is possible that people accessing the proposed wifi services at Elm Street Park will not adhere to proper physical distancing requirements, increasing the risk of transmission of the COVID-19 virus. To help address these concerns, the tables in the gazebo at Elm Street Park have been placed so that they are spaced at least six feet apart. Signs will also be posted within the gazebo and at other prominent locations at the park reminding patrons to maintain proper physical distancing, practice good hygiene, and wear masks. Additional signs will be posted to warn parents and caregivers that use of the wifi system

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and the park itself will not be monitored by City staff and that they remain responsible for their own children.

*Remaining Concerns*

The City will not be assigning any staff to monitor or provide caretaking services to students at the Elm Street Park who may be utilizing the free wifi system. It is possible that some children may be left unattended as they access the internet at the City's park during the school day. The extent to which this occurs will be taken into account when evaluating the success of this pilot program and may lead to its suspension or termination of the License Agreement if this becomes a problem. Signs will be placed in prominent locations at the park to clearly warn parents and caregivers that use of the wifi system and the park amenities in general is not supervised by City staff. It should also be noted that the free wifi system will be managed and maintained by Peak WiFi, and is not administered by City IT staff.

In addition, because of the potential for improper use of the wifi system and improper observance of COVID-19 precautions, City staff may be required to expend resources responding to complaints or concerns. Additional staff time may also be necessary to clean and maintain the public restrooms at Elm Street Park as park attendance increases due to use of the wifi system. Any such outlay of additional City resources will also be taken into account when evaluating the success of the student wifi program.

The Resolution authorizes the City Manager to suspend the program or terminate the License Agreement if significant safety or other concerns arise.

*Recommendation*

Staff recommends that the City Council adopt a Resolution approving a License Agreement with PeakWiFi authorizing installation and operation of a free wifi system at Elm Street Park for purposes of supporting online distance learning during the COVID-19 pandemic. It is further recommended that staff be directed to return to the City Council with a report on the success of the program when the restrictions on in-person educational instruction are lifted by the State and/or local officials, if staff recommends extending the free wifi services to additional park sites, or if problems arise with administration or use of the wifi service, as stated in the proposed Resolution.

**ALTERNATIVES:**

The following alternatives are provided for the Council's consideration:

1. Approve staff's recommendation to adopt a Resolution approving a License Agreement;
2. Do not approve staff's recommendation;
3. Modify as appropriate and approve staff's recommendation; or
4. Provide direction to staff.

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**ADVANTAGES:**

Approval of the free wifi program at Elm Street Park will provide students and their families with reliable access to the internet when it is most needed during the COVID-19 pandemic. PeakWiFi is offering to install and operate the wifi system for free as a benefit to the community and to support education. Installation and operation of the free wifi system at Elm Street Park will enable the City to evaluate the effectiveness of the service for potential deployment at other City parks.

**DISADVANTAGES:**

It is possible that students and members of the public may access inappropriate content using the proposed wifi system and that people may not take proper precautions to avoid the transmission of COVID-19 while accessing the internet at Elm Street Park. It may be necessary for City staff to expend resources responding to complaints or concerns about these types of improper uses and ensuring proper cleaning of park restrooms.

**ENVIRONMENTAL REVIEW:**

This action is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15303 because it involves the installation of small new equipment and facilities in a small structure with only minor modifications to the structure for the purposes of providing a service to the public. In addition, it can be seen with certainty that there is no possibility that this action will have a significant impact on the environment. As a result, this action is not subject to CEQA as stated in State CEQA Guidelines Section 15061(b)(3).

**PUBLIC NOTIFICATION AND COMMENTS:**

The Agenda was posted at City Hall and on the City's website in accordance with Government Code Section 54954.2. At the time of report publication, no comments have been received.

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARROYO GRANDE APPROVING A LICENSE AGREEMENT WITH PEAKWIFI LLC AUTHORIZING INSTALLATION AND OPERATION OF A FREE WIFI SYSTEM AT ELM STREET PARK FOR PURPOSES OF SUPPORTING ONLINE DISTANCE LEARNING DURING THE COVID-19 PANDEMIC**

**WHEREAS**, in accordance with Section 8.12.060 of the Arroyo Grande Municipal Code the City Manager, in his capacity as the Director of Emergency Services proclaimed a local emergency on March 17, 2020, regarding the COVID-19 pandemic; and

**WHEREAS**, the City Council has adopted Resolutions declaring a continued local emergency related to the coronavirus (COVID-19) pandemic on April 14, April 28, May 12, May 26, June 9, June 23, and July 14, 2020; and

**WHEREAS**, on July 14, 2020, the Lucia Mar Unified School District (LMUSD) Board of Trustees voted to begin the 2020-2021 academic year using an entirely remote or distance learning platform in light of the COVID-19 pandemic; and

**WHEREAS**, on July 17, 2020, Governor Gavin Newsom and the State Public Health Officer issued an order restricting in-person instruction at school districts located in counties that are on the State's monitoring list, and the County of San Luis Obispo has been on the State's monitoring list since July 13, 2020; and

**WHEREAS**, access to reliable internet services is essential to learning during the COVID-19 pandemic while in-person instruction is prohibited and education is offered through online distance learning platforms; and

**WHEREAS**, it is estimated that hundreds of households within the LMUSD are without access to adequate internet service in their homes, limiting the educational opportunities afforded to students within those households while in-person instruction is not being offered; and

**WHEREAS**, PeakWiFi has offered to install and operate free public wifi service at parks within the City of Arroyo Grande (City) in order to provide adequate internet access to students during the COVID-19 pandemic at no cost to the City; and

**WHEREAS**, the City Council desires to enter into a License Agreement with PeakWiFi authorizing the installation and operation of a wifi system at Elm Street Park for the benefit of students and their families during the COVID-19 pandemic and to authorize City staff to evaluate the potential for expansion of free wifi service at other City parks depending on the success of the program instituted at Elm Street Park.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Arroyo Grande as follows:

**RESOLUTION NO.**

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1. The License Agreement attached hereto as Exhibit A authorizing PeakWiFi to install and operate a free wifi system at Elm Street Park for purposes of supporting online distance learning during the COVID-19 pandemic is hereby approved.
2. The City Manager shall return to the City Council with a report on the success of the free wifi program at Elm Street Park when the COVID-19 restrictions on in-person educational instruction are lifted by State and/or local officials or if it is recommended that free wifi systems be installed at additional park sites in the City. Upon termination of the COVID-19 restrictions on in-person educational instruction, staff may recommend extending the free wifi services beyond the COVID-19 crisis or terminating the program.
3. The City Manager is authorized to temporarily suspend the free wifi program or terminate the License Agreement if significant safety or other concerns arise.

On motion of Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_, and on the following roll call vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

the foregoing Resolution was passed and adopted this 11<sup>th</sup> day of August, 2020.

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\_\_\_\_\_  
**CAREN RAY RUSSOM, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**KELLY WETMORE, CITY CLERK**

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
**BILL ROBESON, ACTING CITY MANAGER**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**TIMOTHY J. CARMEL, CITY ATTORNEY**

**LICENSE AGREEMENT**  
**Elm Street Park Gazebo**

This License Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the City of Arroyo Grande, a Municipal Corporation (hereinafter referred to as “City”) and PeakWiFi LLC (hereinafter referred to as “Licensee”), jointly referred to as “parties.”

RECITALS

**WHEREAS**, in accordance with Section 8.12.060 of the Arroyo Grande Municipal Code the City Manager, in his capacity as the Director of Emergency Services proclaimed a local emergency on March 17, 2020, regarding the COVID-19 pandemic; and

**WHEREAS**, the City Council has adopted Resolutions declaring a continued local emergency related to the coronavirus (COVID-19) pandemic on April 14, April 28, May 12, May 26, June 9, June 23, and July 14, 2020; and

**WHEREAS**, on July 14, 2020, the Lucia Mar Unified School City (LMUSD) Board of Trustees voted to begin the 2020-2021 academic year using an entirely remote or distance learning platform in light of the COVID-19 pandemic; and

**WHEREAS**, on July 17, 2020, Governor Gavin Newsom and the State Public Health Officer issued an order restricting in-person instruction at schools located in counties that are on the state’s monitoring list, and the County of San Luis Obispo has been on the state’s monitoring list since July 13, 2020; and

**WHEREAS**, access to reliable internet services is essential to learning during the COVID-19 pandemic while in-person instruction is prohibited and education is offered through online distance learning platforms; and

**WHEREAS**, it is estimated that hundreds of households within the LMUSD are without access to adequate internet service in their homes, limiting the educational opportunities afforded to students within those households while in-person instruction is not being offered; and

**WHEREAS**, Licensee has offered to install and operate free wifi service at the Elm Street Park Gazebo (the “Premises”) in order to provide adequate internet access to students during the COVID-19 pandemic at no cost to the City or the public; and

**WHEREAS**, the City Council has authorized Licensee to install and operate a public wifi system at the Premises for the benefit of students and families during the COVID-19 pandemic and the City desires to grant a non-exclusive license for the Premises to PeakWiFi, as Licensee, for such use, all pursuant to the terms and conditions of this Agreement.

**NOW, THEREFORE**, the undersigned parties agree as follows:

1. **LICENSED PREMISES:** City hereby grants Licensee a non-exclusive license to install and maintain equipment within the Elm Street Park Gazebo in order to provide internet service to students and their families, including wireless access points, ISO stations, a power over ethernet (POE) switch, a router/firewall, two weather-proof cabinets, and various cabling and hardware. City agrees to install a new electrical outlet to power the antenna. The outlet will be located on the ceiling of the Gazebo and will not be accessible to the public.

In order to address the potential for the wifi system being accessed by non-students, the system will only be operational during daylight hours and will be turned off near sunset each night. In addition, Licensee shall ensure that the system is password protected using login information supplied to LMUSD students, preferably through the LMUSD itself to the extent possible, in order to limit access to those who are affiliated with the School District. It is further understood that the network shall use industry standard security protocols similar to other public wifi systems, such as in an airport or hotel. Security and login will be handled through a standard wifi password provided to LMUSD students, which shall be periodically changed. Licensee shall also require users to acknowledge and accept appropriate terms of service, and such terms of service shall include standard provisions and waivers, which shall include and run in favor of the City. Such terms of service shall be submitted to and approved by the City prior to initiating service under this Agreement. Licensee shall take all necessary steps to ensure the wifi system is isolated from the City's data network.

During the term of this Agreement, Licensee may not use the Premises for any other purpose. Licensee shall be fully responsible for the activities of its agents, volunteers and employees on the Premises.

Licensee acknowledges that the primary use of the Premises is for City recreation purposes and operations and Licensee's use of the Premises and activities shall not interfere with City's use of the Premises or its intended purpose related to such City operations and functions. City shall have the right to enter upon the Premises at any time to inspect the condition of the Premises and to verify compliance by the Licensee with the provisions hereof.

2. **TERM:** The term of this Agreement shall commence on August \_\_\_\_, 2020, and continue on a month-to-month basis until terminated after either party gives thirty (30) days' written notice to the other party. City shall have the right to temporarily suspend the wifi service by providing written notice to Licensee.
3. **RENT:** No rent or fees shall apply to Licensee's use of the Premises.
4. **ASSIGNMENT:** Licensee shall not assign this Agreement in whole or in part without the prior written consent of the City.

5. **CONDITION, MAINTENANCE AND REPAIR OF PREMISES:** Licensee is fully aware of the condition of the Premises and accepts its use of the Premises on an "AS IS" basis. City does not warrant that the Premises are suitable for Licensee's use. Licensee's use of the Premises shall be at its sole cost and expense, and Licensee shall keep, manage and maintain its equipment located on the Premises in good and safe condition and repair.
6. **REMOVAL:** Upon the expiration of this Agreement, Licensee shall promptly, safely and carefully remove all equipment installed by Licensee upon the Premises and shall return the Premises to the condition in which they existed immediately prior to Licensee's installation, normal wear and tear excepted.
7. **HAZARDOUS SUBSTANCES:** Licensee, its agents, employees or contractors shall not cause or permit any hazardous substance to be used, stored, generated or disposed of on or about the Premises. If Licensee causes or permits the presence of any hazardous substance on the Premises that results in contamination, Licensee shall promptly, at its sole expense, take any and all necessary action to return the Premises to the condition existing prior to the presence of any such hazardous substance on the Premises. Licensee shall first obtain City's approval for any such remedial action.
8. **RELEASE:** City shall not be responsible to Licensee for any loss of property from the Premises, however occurring. Licensee also waives any and all claims against City for damages to any property of Licensee from any cause arising at any time, except for the willful misconduct of the City.
9. **INDEMNIFICATION:**
  - a) Licensee shall indemnify, hold harmless and defend City and its employees and agents from and against all claims, damages, losses and expenses, including attorneys' fees, resulting from any negligent act, misconduct or omission on the part of Licensee, its employees, agents, assigns or contractors.
  - b) City shall indemnify, hold harmless and defend Licensee and its employees and agents from and against all claims, damages, losses and expenses, including attorneys' fees, resulting from any negligent act, misconduct or omission on the part of City, its employees, agents, assigns or contractors.
10. **INSURANCE:** Licensee shall, at its sole cost and expense, procure and maintain during the entire term of this Agreement public liability and property damage insurance in accordance with the requirements of Exhibit "A," attached hereto and incorporated herein by this reference. Proof of insurance shall be submitted to the City prior to any use of the Premises by Licensee. Licensee shall cause City to be a named additional insured.

11. **WAIVER:** Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified or amended as provided herein.
12. **AMENDMENT:** This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed by the Licensee and by the City.
13. **ENTIRE AGREEMENT:** This Agreement supersedes any and all other agreements, either oral or in writing, between and of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.
14. **ADVICE OF ATTORNEY:** Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.
15. **CONSTRUCTION:** Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had, in fact, drafted this Agreement.
16. **GOVERNING LAW AND VENUE:** This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in San Luis Obispo County, State of California.
17. **ATTORNEY'S FEES:** In any action or proceeding whatsoever arising from rights or obligations established hereunder, including, but not limited to, actions for damages resulting from a breach or threatened breach of this Agreement or actions for specific performance hereof, the prevailing party shall be entitled to recover such reasonable sums for its attorney's fees and costs as shall be fixed by the Court, either in the subject action or in a separate action.
18. **NOTICES:** Unless otherwise provided, all notices required herein shall be in writing, and delivered in person or sent by certified United States mail, postage prepaid. Notices required to be given shall be addressed as follows:

CITY: City of Arroyo Grande  
300 E. Branch Street  
Arroyo Grande, CA 93420

LICENSEE: PeakWiFi LLC  
PO Box 1810  
Pismo Beach, CA 93448

Such notice shall be deemed to be received within forty-eight (48) hours from the time of mailing, if mailed as provided for in this paragraph. Either party may change its address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

| <b>CITY OF ARROYO GRANDE:</b>                    | <b>PEAKWIFI LLC:</b>                    |
|--|---|
| _____<br>By: Bill Robeson<br>Acting City Manager | _____<br>By: Thomas J. Kosta<br>Manager |

**EXHIBIT A**  
**INSURANCE REQUIREMENT**

- a. Licensee shall procure and maintain for the duration of the License Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Licensee's operation and use of the Communications Site. The cost of such insurance shall be borne by the Licensee. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001). Licensee shall also maintain Workers' Compensation insurance as required by the State of California and Employer's Liability insurance for any employees of Licensee. Licensee shall maintain general liability insurance limits no less than \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the licensed property or the general aggregate limit shall be twice the required occurrence limit.
- b. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of, the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, elected and appointed officials, employees and volunteers; or the Licensee shall procure a bond guaranteeing payment of losses and related investigations and defense expenses in an amount equal to such deductible or self-insured retention.
- c. The general liability policy shall contain, or be endorsed to contain, the following provisions:
  1. The City, its officers, elected and appointed officials, employees and volunteers are to be covered as insureds as respects: liability arising out of premises owned, occupied or used by the Licensee. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, elected and appointed officials, employees or volunteers.
  2. The Licensee's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected and appointed officials, employees or volunteers shall be in excess of the Licensee's insurance and shall not contribute with it.
  3. Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, returned receipt requested, has been given to the City.

4. All insurance coverage maintained or procured pursuant to this License shall be endorsed to waive subrogation against City, its elected or appointed officials, agents, officers, employees, and volunteers or shall specifically allow Licensee or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Licensee hereby waives its own right of recovery against City.
  5. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Licensee maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- d. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.
  - e. Verification of Coverage. Licensee shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided or approved by the City.

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