

--EXHIBIT ____

INSURANCE REQUIREMENTS: VERIZON WIRELESS

CONTRACTOR shall not commence services under the terms of this Agreement until certificates of insurance evidencing the coverage required herein have been received and reasonably approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and reasonable approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which include on a primary basis, the CITY as an additional insured as their interest may appear under this Agreement on the commercial general liability, automobile liability and pollution liability insurance. **Such policy or policies shall be issued by companies authorized to do business in the State of Florida. The policies shall be written on forms reasonably acceptable to the City's Risk Manager, meeting a minimum financial A.M. Best and Company rating of no less than Excellent or a VII or better, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.**

Upon request, and at reasonable times, Verizon will make its policies available for review by the City at a local Verizon office, in the presence of a Verizon representative. Upon completion of the review no copies will be made, and all policies will be returned to Verizon's Corporate Risk Management Department in Basking Ridge, New Jersey.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR shall and shall require all subcontractors or other agents hereunder to obtain and maintain substantially the same insurance as required of CONTRACTOR, at its sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

- A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employee in the course of their employment; and Employer's Liability with a limit of \$1,000,000 each accident/\$1,000,000 disease-each employee/\$1,000,000 disease-policy limit.

B. Liability Insurance.

(1) Including the City of Pompano Beach as an additional insured as City's interests may appear under this Agreement, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated policy limits.

Type of Insurance	Limits of Liability
GENERAL LIABILITY:	\$10,000,000 Per Occurrence and \$11,000,000 General Aggregate
* Policy to be written on an occurrence basis (bodily injury and property damage)	
<input checked="" type="checkbox"/> comprehensive form	bodily injury and property damage
<input checked="" type="checkbox"/> premises - operations	
<input type="checkbox"/> explosion & collapse hazard	
<input type="checkbox"/> underground hazard	
<input checked="" type="checkbox"/> products/completed operations hazard	
<input checked="" type="checkbox"/> contractual liability insurance	
<input type="checkbox"/> broad form property damage	
<input checked="" type="checkbox"/> personal and advertising injury	
<input type="checkbox"/> CG2010	ongoing operations (or its' equivalent)
<input type="checkbox"/> CG 2037	completed operations (or its' equivalent)
<input type="checkbox"/> sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY:	\$10,000,000 Combined Single Limit (each accident - bodily injury and property damage)
<input checked="" type="checkbox"/> comprehensive form	
<input checked="" type="checkbox"/> owned	
<input checked="" type="checkbox"/> hired	
<input checked="" type="checkbox"/> non-owned	

REAL & PERSONAL PROPERTY	
<input type="checkbox"/> comprehensive form	Agent must show proof they have this coverage.

EXCESS / UMBRELLA LIABILITY Per Occurrence Aggregate

* Policy to be written on a claims occurrence basis

___	umbrella	bodily injury and property damage combined	\$3,000,000	\$3,000,000
-----	----------	--	-------------	-------------

PROFESSIONAL LIABILITY Per Claim and Aggregate

___	Telecommunications, Media and Technology Errors & Omissions Liability Including Network Security and Cyber Liability	\$2,000,000
-----	--	-------------

CRIME Per Loss

___	Crime Liability	\$2,000,000
-----	-----------------	-------------

POLLUTION LIABILITY Per Occurrence Aggregate

___	* Policy to be written on a claims made basis	\$1,000,000	\$1,000,000
-----	---	-------------	-------------

CYBER LIABILITY Per Occurrence Aggregate

___	* Policy to be written on a occurrence made basis	\$2,000,000	\$2,000,000
-----	---	-------------	-------------

___ Network Security / Privacy Liability

___ Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)

___ Technology Products E&O - \$1,000,000 (only applicable for vendors supplying technology related services and or products)

___ Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement.

C. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and

D. Insurance Cancellation. Upon receipt of notice from its' insurer(s) CONTRACTOR shall provide the CITY with thirty (30) days written notice of cancellation of any required coverage.

E. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers and its employees for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

(3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of Section 12 of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.