

RESOLUTION NO. 3227

**A RESOLUTION OF THE SAN ANSELMO TOWN COUNCIL
ESTABLISHING INDEMNITY AND INSURANCE REQUIREMENTS
FOR REAL ESTATE SIGNS IN THE PUBLIC RIGHT-OF-WAY**

WHEREAS, Ordinance No. 942 allows placement of directional signs advertising directions to real property for sale or lease within the public right-of-way, with restrictions; and

WHEREAS, each brokerage, real estate company, sole proprietorship or individual homeowner who places signs in the public right-of-way shall have an encroachment permit and the proper insurance as required by the Public Works Director.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the indemnity and insurance requirements for the encroachment permit for placement of real estate directional signs in the public right-of-way shall be as shown on the attached Exhibit "A".


I certify that the foregoing resolution was passed and adopted by the San Anselmo Town Council on the 25th day of May, 1993, by the following vote:

AYES: Breen, Kanis, Yarish, Zaharoff, Chignell

NOES: (None)

ABSENT: (None)

ATTEST:



Caroline Foster, Town Clerk

TOWN OF SAN ANSELMO

For purposes of these requirements, the term "Contractor" shall include Real Estate Agents, Salespersons, or other persons or entities responsible for the placement or maintenance of real estate signs within the public right-of-way.

1. INDEMNITY AND INSURANCE REQUIREMENTS

A. Indemnity

Contractor shall effectively protect and guard Town, its officers, agents and employees, from any liability as a consequence of any willful act, negligent act or non-negligent act or omission by the Contractor, any of the contractor's employees or agents, or any sub-contractor, and shall be responsible for any and all damage, injury, or death to persons, or damage to property. Contractor shall indemnify, defend and hold Town harmless from any and all claims, suits, actions, costs, and liability including, attorney fees in connection with the performance of the contract, failure to protect the safety of workers or the general public regardless of the existence of degree of fault or negligence on the part of the Town or the contractor, subcontractor, or any employee of any of these, other than the sole negligence of the Town, its officers or employees.

B. Insurance Requirements

Contractor shall procure and maintain, insurance against claims for injuries to persons or damages to property which may arise from or in connection with placement and maintenance of Real Estate signs on public property by the Contractor, his agents, representatives, employees or subcontractors.

Said policies shall provide that they may not be canceled without first providing Town with thirty (30) days written notice of such intended cancellation. If Contractor fails to maintain the insurance provided herein, Town may secure such insurance and charge the cost thereof.

a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

i. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 00011185) or Insurance Services Office form number GL 0002 (Ed 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability.

ii. Insurance Services Office Business Auto Coverage form number CA 0001 0187 covering Automobile Liability, code 1 "and endorsement CA 0029 1288 Changes in business Auto and Truckers Coverage forms - Insured Contract.

iii. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

b. Minimum Limits of Insurance

Contract shall maintain limits no less than:

i. General Liability \$1,000,000 combined single limit per occurrence 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 this project/location or the general aggregate limit shall be twice the required occurrence limit.

ii. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

iii. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

c. Deductibles and Self-Insured Retentions

Any deductibles of self-insured retentions must be declared to and approved by the Town. At the option of the Town, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Town, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.]

d. Other Insurance Provisions

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

i. General Liability and Automobile Liability Coverages

a). The Town, its officers, officials, employees and volunteers are to be covered as insureds as respects:; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.

b). The Contractor's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

c). Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.

d). The Contractor's insurance shall apply

separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

ii. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogations against the Town, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Town.

All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Town.

e. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A:VII

f. Verification of Coverage

Contractor shall furnish the Town with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the Town. Where by statute, the Town's workers' compensation-related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be substituted. All certificates and endorsements are to be received and approved by the town before work commences. The Town reserves the right to require complete, certified copies of all required insurance policies, at any time.

g. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

bpc:recontr

INSURANCE FORMS

(NOTE: These Forms Must Be Used)

GENERAL LIABILITY ENDORSEMENT

TOWN OF SAN ANSELMO ("the City")
525 San Anselmo Ave.
San Anselmo, CA 94960

ATTN: Director of Public Works

A. POLICY INFORMATION

Endorsement # _____

- 1. Insurance Company _____; Policy Number _____
2. Policy Term (From) _____ (To) _____; Endorsement Effective Date _____
3. Named Insured _____
4. Limit of Liability Any One Occurrence/Aggregate \$ _____ / _____
General Liability Aggregate (check one):
___ Applies "per location/project" ___ Is twice the occurrence limit
5. Deductible or Self-Insured Retention (Nil unless otherwise specified): \$ _____
6. Coverage is equivalent to (check one):
___ Comprehensive General Liability form GL0002 (Ed 1/73)
___ Commercial General Liability "occurrence" form CG0001 1185
___ Commercial General Liability "claims-made" form CG0002 0286
7. Bodily Injury and Property Damage Coverage is (check one):
___ "occurrence" ___ "claims-made"
If claims-made, the retroactive date is _____

Note: The City's standard insurance requirements specify "occurrence" coverage. "Claims-made" coverage requires special approval. If commercial general liability form or equivalent is used, the general aggregate must apply separately to this location/project or the general aggregate must be twice the occurrence limit.

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

- 1. INSURED. The City, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the Named Insured, including the insured's general supervision of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased or used by the Named Insured.
2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the Named Insured for or on behalf of the City; or (b) products sold by the Named Insured to the City; or (c) premises leased by the Named Insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its elected or appointed officers, officials, employees or volunteers; or stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its elected or appointed officers, officials, employees or volunteers shall be in excess of this insurance and shall not contribute with

it.

3. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

- (1) Insurance Services Office form number GL 0002 (Ed. 1/73), Comprehensive General liability Insurance and Insurance Services Office form number GL 0404 Broad Form comprehensive General Liability endorsement; or
- (2) Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG 0001 or "claims-made" form CG 0002; or
- (3) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding sections (1) and (2).

4. SEVERABILITY OF INTEREST. The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respects to the Company's limit of liability.

5. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its elected or appointed officers, officials, employees or volunteers.

6. CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the City. Such notice shall be addressed as shown in the heading of this endorsement.

C. INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at:

ATTN: _____
 (Title) (Department)

 (Company)

 (Street Address)
 _____ ()
 (City) (State) (Zip Code) (Telephone Number)

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF INSURER(original signature required on endorsement furnished to the City)

ORGANIZATION: _____ TITLE: _____

ADDRESS: _____ TELEPHONE: () _____

EXHIBIT E

AUTOMOBILE LIABILITY ENDORSEMENT

TOWN OF SAN ANSELMO ("the Agency")
525 San Anselmo Ave.
San Anselmo, CA 94960
ATTN: Director of Public Works

A. POLICY INFORMATION

Endorsement # _____

1. Insurance Company _____; Policy Number _____
2. Policy Term (From) _____ (To) _____; Endorsement Effective Date _____
3. Named Insured _____
4. Limit of Liability Any One Occurrence/Aggregate \$ _____ / _____
5. Deductible or Self-Insured Retention (Nil unless otherwise specified): \$ _____

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. **INSURED.** The Agency, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the Agency, its elected or appointed officers, officials, employees or volunteers.
2. **CONTRIBUTION NOT REQUIRED.** As respects work performed by the Named Insured for or on behalf of the Agency, the insurance afforded by this policy shall: (a) be primary insurance as respects the Agency, its elected or appointed officers, officials, employees or volunteers; or (b) stand in a unbroken chain of coverage excess of the Named Insured's primary coverage. In either event, any other insurance maintained by the Agency, its elected or appointed officers, officials, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage to the Named Insured at least as broad as:
 - (1) Insurance Services Office Business Auto Coverage form number CA 0001 0187 (Ed. 1/78), liability coverage Code 1 (any auto) and endorsement CA 00291288, changes in business auto and truckers coverage forms - insured contract.
 - (2) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding section (1).

4. **SEVERABILITY OF INTEREST.** The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS.** Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its elected or appointed officers, officials, employees or volunteers.
6. **CANCELLATION NOTICE.** The insurance afforded by this policy shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the Agency. Such notice shall be addressed as shown in the heading of this endorsement.

C. INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at:

ATTN: _____
(Title) (Department)

_____ (Company)

_____ (Street Address)

_____ (City) (State) (Zip Code)

() _____
(Telephone Number)

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE of insurer
(original signature required on endorsement furnished
to the Agency)

ORGANIZATION: _____ TITLE: _____

ADDRESS: _____ TELEPHONE: () _____

Exhibit F

WORKERS' COMPENSATION/EMPLOYERS LIABILITY ENDORSEMENT

TOWN OF SAN ANSELMO ("the Agency")
525 San Anselmo Ave.
San Anselmo, CA 94960
ATTN: Director of Public Works

- A. POLICY INFORMATION Endorsement #
1. Insurance Company ("the Company")
2. Policy Term
3. Effective Date of This Endorsement
4. Named Insured
5. Employer's Liability Limit (Coverage B)

B. POLICY AMENDMENTS

In consideration of the policy premium and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

- 1. Cancellation Notice. The insurance afforded by this policy shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the Agency. Such notice shall be addressed as shown in the heading of this endorsement.
2. Waiver of Subrogation. The Insurance Company agrees to waive all rights of subrogation against the Agency, its elected or appointed officers, officials, agents and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency.

C. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER.

I, (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE of insurer
(original signature required on endorsement furnished to the Agency)

ORGANIZATION: TITLE:

ADDRESS: TELEPHONE:()

Return Completed Certificate to:

CERTIFICATE OF INSURANCE
TO

Only this Certificate
of Insurance form
will be accepted

TOWN OF SAN ANSELMO
(Agency)

525 San Anselmo Ave.
San Anselmo, CA 94960
Attn: Director of Public Works

This certifies to the Agency that the following described policies have been issued to the Insured named below and are in force at this time.

Insured _____
Address _____

Description of operations/locations/products insured (show contract name and/or number, if any): _____

POLICIES AND INSURERS	LIMITS	POLICY NUMBER	EXPIRATION DATE
Workers' Compensation _____ (Name of Insurer) Best's Rating _____	Employers Liability \$ _____		
Check policy type: Comprehensive General Liability _____ or Commercial General Liability _____ _____ (Name of Insurer) Best's Rating _____ Claims-Made _____ or Occurrence _____	Comprehensive General Liability Each Occurrence \$ _____ Aggregate \$ _____ ----- Commercial General Liability Each Occurrence \$ _____ General Aggregate either: per project/location \$ _____ or twice occurrence limit \$ _____		
Business Auto Policy Liability Coverage Symbol _____ _____ (Name of Insurer) Best's Rating _____	Each Person Each Accident \$ _____ \$ _____ Each Accident, Property Damage \$ _____ or Combined Single Limit \$ _____		
Umbrella Liability _____ (Name of Insurer) Best's Rating _____ Claims-Made _____ or Occurrence _____	Occurrence/ Aggregate \$ _____ Self Insured Retention \$ _____		

Note: If commercial general liability insurance is used or if aggregate limits are endorsed to the comprehensive general liability policy form, the general aggregate must apply per location/project of the aggregate limit must be at least twice the occurrence limit.

The following coverage or conditions are in effect:	Yes	No
The County, its officials, employees and volunteers are named on all liability policies described above as insureds as respects: (a) activities performed for the County by or on behalf of the named insured, (b) products and completed operations of the Named Insured, and (c) premises, owned, leased or used by the Named Insured.		
Products and Completed Operations		
The undersigned will mail to the County 30 days' written notice of cancellation or reduction of coverage or limits.		
Cross Liability Clause (or equivalent wording)		
Personal Injury, perils A, B and C		
Broad Form Property Damage		
X, C, U Hazards included		
Contractual Liability Coverage applying to this contract		
Liquor Liability		
Coverage afforded the County, its officials, officers, employees and volunteers as Insureds applies as primary and not excess or contributing to any insurance issued in the name of the County.		
Waiver of subrogation from Workers' Compensation insurer.		

This certificate is issued as a matter of information. This certification is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance 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.

County or Brokerage

Insurance Company

Address

Home Office

Name of Person to be Contacted

Authorized Signature Date

Telephone Number

Note: Authorized signatures may be the agent's if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of official of insurer.

INDEMNIFICATION STATEMENT

I _____ hereby certify that I shall effectively protect and guard Town, its officers, agents and employees, from any liability as a consequence of any willful act, negligent act or non-negligent act or omission by myself, any of my employees or agents, or any sub-contractor, and shall be responsible for any and all damage, injury, or death to persons, or damage to property. I hereby indemnify, defend and hold Town harmless from any and all claims, suits, actions, costs, and liability including, attorney fees in connection with the performance of the contract, failure to protect the safety of workers or the general public regardless of the existence of degree of fault or negligence on the part of the Town or myself, subcontractor, or any employee of any of these, other than the sole negligence of the Town, its officers or employees.

Signed: _____

Dated: _____