

## **161.3 Subject: Procedure for the creation of contracts, related insurance requirements and other matters**

### **Objective:**

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To document and establish procedures for the creation and approval of all City contracts/agreements (hereinafter referred to as contract(s)) and associated insurance requirements.

### **Authority:**

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This procedure amended by City Council March 30, 2020, Item A-6.

### **Direction:**

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The City Attorney's Office establishes administrative policies and procedures as concerns all contracts entered into by the City of Orlando. Each department, division or office (hereinafter referred to as Office) is responsible to ensure compliance with the policy when a written contract is required by either party or whenever any property owned, leased, or controlled by the City is used for any non-City purpose.

### **Method of Operation:**

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1. Definitions
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Chief Procurement Officer (CPO) is the person appointed to be the chief contracting authority for the City pursuant to Chapter 7 of City Code who is responsible for the management administration and supervision of the Procurement and Contracts Division.

Contracts for a Particular Purpose are drafted on an individual basis and include, but are not limited to, purchasing contracts, demolition contracts, purchase and sale of land agreements, construction contracts, etc.

Covered Service Contractor is any individual, business entity, corporation (whether for profit or not for profit), partnership, limited liability company, joint venture, or similar business that is conducting business in the Central Florida area and:

- a. is paid in whole or in part from one (1) or more of the City's general fund, capital project funds, special revenue funds, or any other funds; and
- b. is a party to a contract with the City for the provision of covered services to the City.

Covered Services, for purposes of the City's Living Wage Policy, are services purchased by the City through a contract or a purchase order which involves City expenditures of over \$100,000 per year and which include:

food preparation and/or distribution; security services; routine maintenance services related to public works projects, as well as those services related to custodial, cleaning, painting, computers, office equipment, refuse removal and recycling, repairs (including, but not limited to mechanical, electrical, vehicular); clerical or other non-supervisory office work (whether temporary or permanent); delivery and messenger services; transportation and parking services; printing and reproduction services; landscaping, lawn, and/or agricultural services; parks and public place maintenance; entertainment; advertising services; communications; consulting services; actuarial

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services; testing services; roadway and/or construction related services.

Form Contracts are contracts which are uniform in nature, approved by the City Attorney's Office, and used on a regular basis without amendment of their original form, including, but not limited to, facility use agreements, temporary employment contracts, employment contracts, leases, and permits.

Generating Office is an Office which drafts contract(s) either for itself or at the request of another Office.

Living Wage shall mean compensation for employment at the rate set forth below in Section 6.

Requesting Office is one which has need of a contract and requests that another City Office draft same.

## 2. Policy

Whenever the City wishes to enter into a contract with an entity whether public or private, the following procedures will be used to ensure the validity and legality of the contract. Contracts will be divided into two types: 1) those for a particular purpose; and 2) form contracts. No contract shall be considered a form contract unless it has been reviewed, approved, and specifically designated as such by the City Attorney's Office.

## 3. Contracts for a Particular Purpose

In situations where contracts need to be drafted for a particular purpose, the Requesting Office must contact the Generating Office at the earliest possible time. For the purpose of this policy, the Procurement and Contracts Division (Procurement Division), Orlando Venues Department, Public Works Department and the City Attorney's Office are designated as generating Offices. The

requesting Office shall detail the general scope of services which the contract is intended to provide.

The Procurement Division, Orlando Venues Department, and Public Works Department have the authority to draft and execute certain contracts (including work orders and service authorizations) within the limits established by Chapter 7 of the City Code and/or the City Council.

All such contracts which do not require City Council approval and which can be executed and awarded by the Generating Office shall be maintained and stored by that Office.

In the event an Office requests that the City Attorney's Office draft or review a contract for a particular purpose, the Requesting Office must contact the City Attorney's Office at the earliest possible time to detail the general scope of services which the contract is intended to provide. The Requesting Office shall keep the City Attorney's Office informed of any negotiations.

Once the City Attorney's Office has prepared a draft of the contract, the Requesting Office will review it to ensure that the contract properly reflects the negotiations and the intent of the parties. If the contract requires no further changes, it shall be signed by the contractor. If changes are required, it shall be returned to the City Attorney's Office for correction.

All contracts created for a particular purpose, whether or not drafted by the City Attorney's Office, shall be reviewed by the City Attorney's Office for approval as to form and legality prior to execution by the City.

#### 4. Contracts for a Particular Purpose: Law Related Services

Whenever a need for law firm services is identified by a Requesting Office, the Requesting Office shall submit proposals or contracts to the City Attorney's Office for review before the law firm is engaged.

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Legal services are procured, wherever applicable, in accordance with the requirements of City Code. Legal services may be procured through Bids, RFPs, and negotiated purchases based upon the specialty and expertise needed to successfully render the legal service. The City Attorney and Deputy City Attorney have the authority to enter into contracts and contract amendments with law firms and for other legal services, up to the monetary limits established in Section 7.202 of the City's Procurement Code for contract actions by the Chief Procurement Officer, as may be amended from time to time. Contract and contract amendment amounts requiring the approval of the Chief Financial Officer under Section 7.202 shall be approved by the City Attorney prior to execution. The City Attorney's Office shall approve law firm agreements before they are submitted to City Council and shall monitor the law firms utilized by the City by reviewing all invoices for compliance with the terms of the agreement.

Each engagement with a law firm shall be formalized in a written document, which may consist of any of the following: (1) engagement letter presented by the law firm outlining the services to be provided, fees and any other terms; (2) engagement letter to the law firm written by the City Attorney's Office, summarizing the fee and general terms; or (3) a formal contract prepared by the City. Included in the agreement shall be provisions for the type of service to be rendered, the fee arrangement, the requirement to abide by City Policy & Procedure 133.3, and the requirement for City Council to approve the agreement if the contract or contract amount exceeds the approval authority of the City Attorney set forth above. Any substantive provisions which describe the work to be performed will be submitted for review to any Requesting Office prior to execution of the Agreement. Any changes to the hourly rate or fee arrangement shall be documented as an addendum to the original agreement and will be subject to approval by the City Attorney's Office.

The City Attorney's Office shall retain a copy of all law firm agreements approved by City Council, with the original signed

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agreement being housed with the City Clerk. The City Attorney's Office shall keep signed original agreements for all other law firm engagements. The City Attorney's Office shall maintain a documentation system which indicates the type of agreement, the law firm being utilized, the using department, the internal attorney managing the agreement, and the term of the agreement. A copy of the agreement will be forwarded to any Requesting Office for their files.

Normally, the written agreement will be signed by the City Attorney or designee prior to the commencement of the legal service. Upon approval of the City Attorney, the City may, however, engage a law firm without an approved and executed written agreement, if necessary to prevent prejudicing the City (for example, in meeting an impending litigation deadline). In such instance, a written agreement will be executed as soon as reasonably feasible. Each Requesting Office shall note when an agreement is to expire and shall finalize the project or, at least 30 days prior to the expiration of the original agreement, request that the City Attorney's Office extend the agreement.

Each Requesting Office and the City Attorney's Office shall monitor the law firm invoices to ensure that totals paid are limited to the maximum authorized amounts as set forth in the written agreement.

Prior to the payment of any law firm invoices, the invoice shall be forwarded for review to the internal attorney assigned to that engagement and to any Requesting Office. The attorney assigned shall review the law firm invoice and if acceptable, shall sign, date and indicate "OK to pay" on the reviewed invoice. In reviewing the invoice, the assigned attorney and any Requesting Office shall review the invoice for the correct hourly rate and work billed.

## 5. Form Contracts

If a form contract is used which requires approval by City Council, the Requesting Office should fill out the appropriate form(s) and return the document to the City Attorney's Office before sending it to the City Clerk's Office for processing and presentation to City Council. Form contracts which have been previously approved by the City Attorney's Office may not be amended by individuals, Departments, Divisions, or Offices without the prior approval of the City Attorney's Office.

If a form contract is used which does not require City Council approval, it need not be reviewed by the City Attorney's Office prior to execution by the parties so long as the form is not altered or amended in any way.

All form contracts which require City Council approval shall be reviewed by the City Attorney's Office for approval as to form and legality after execution by the contractor and prior to execution by the Requesting Office.

## 6. Living Wage

All contracts for covered services, whether created for a particular purpose or a form contract, shall include a provision requiring all covered service contractors, as well as their subcontractors (and subcontractors at all tiers for construction contracts managed by the Capital Improvements Infrastructure Development Division (CIID) of the Public Works Department) to pay to all of their employees providing services pursuant to a contract with the City, a living wage for that time spent providing covered services to the City. Such provision shall also require that necessary payroll documentation be provided to confirm compliance with this provision or that the service contractor allow the City to audit its payroll records to determine if compliance has been achieved. The Contractor shall post a copy of the Living Wage Policy set forth in the Solicitation on the Project site. Additionally, the Living Wage contract provision shall provide that failure to comply may result in termination of the contract and/or



preclusion or debarment from future City contracts, pursuant to Article IX, Chapter 7 of the Orlando City Code.

The Living Wage rate of \$13.00 per hour shall apply to solicitations issued by the City after January 1, 2020. The Living Wage rate will be increased to \$14.00 per hour in solicitations issued by the City after January 1, 2021 and shall be increased to \$15.00 per hour in solicitations issued by the City after January 1, 2022.

## 7. Approval and Execution

Except as enumerated in this policy, City Code, or as otherwise directed by City Council, all contracts and signed agreements entered into by the City must be individually approved by City Council prior to execution.

The following City Officials have the authority to approve and execute Contracts for a Particular Purpose or Form Contracts, provided that such contracts do not constitute grant agreements covered by P & P 2320.1, within the below-described limitations. Unless otherwise exempt by City Code or policies and procedures, procurements of goods and services listed below shall follow applicable procurement requirements. Except as otherwise provided in applicable policies and procedures, procurements of goods and services that do not lend themselves to a formal written contract will require a purchase order, pro-card, direct payment or other authorized method for payment:



- a. Procurement – The CPO, or designee, has the authority to approve and enter into contractual agreements as specified in Chapter 7 of the Code of the City of Orlando and contracts regarding art services. The CPO has the authority to approve and enter into contractual agreements on behalf of the Downtown Development Board and Community Redevelopment Agency up to \$10,000.00 and the limits of Chapter 7, respectively, as specified in Downtown Development Board policies codified as Policies and Procedures 1250.1 and Community Redevelopment Agency Policies codified as Policies and Procedures 1240.1. Notwithstanding any authority provisions as set forth below, any contractual agreement with an individual, sole proprietor, or single member LLC, for the provision of services must have the written approval of the CPO.
- b. Employment – The Human Resources Division Manager or designee has the authority to execute employment contracts for Temporary Employees. The Human Resources Division Manager has authority to execute any internship agreement requested by a college, school, or University after review by the City Attorney's Office.
- c. Orlando Venues Department
  - i. The Orlando Venues Director, or designee, has the authority to execute contracts and agreements for the following:
    - 1. Contracts for the repair, maintenance, and replacement of concessionaire equipment in an amount not to exceed \$5,000.00;

2. Contracts with suppliers who wish to donate the use of certain equipment or supplies in return for the placement of advertising on said equipment or supplies; and
  3. Facility use agreements for Orlando Venues Department Facilities in accordance with Policies and Procedures 1221.1.
  4. Written promotional contracts with agents or entertainers to present shows in department venues. This authority is limited by the annual budgetary limitations set by City Council for promotions.
  5. Advertising and marketing services in an amount not to exceed \$2,500.00 per each advertisement or transaction. This authority is limited by the annual budgetary limitations set by City Council for advertising and marketing services.
- ii. The Leu Gardens Executive Director may execute facility use agreements (including form polling place agreements) for Leu Gardens' facilities and agreements to purchase items for resale at Leu Gardens provided the contractual amount does not exceed \$2,500.00.
  - iii. The Leu Gardens Executive Director and the Mennello Museum Director and their designees shall have the authority to execute agreements in order to borrow art works for exhibition in City facilities.
  - iv. The Leu Gardens Executive Director may execute agreements for educational, instructional, recreational or entertainment programs within budgeted amounts up to \$5,000.00.

## d. Families, Parks &amp; Recreation Department

- i. The Director and Division Managers, or their designees have the authority to execute standard form facility use agreements and form polling place agreements for properties under their control.
- ii. The Director shall have authority to execute agreements for educational, instructional, recreational or entertainment programs within budgeted amounts up to \$10,000.00.

## e. Police Department

- i. The Police Chief or designee has the authority to execute contracts for the purchase of canines and horses for police operations within budgeted amounts not to exceed \$15,000 per animal.
- ii. The Chief has the authority to execute contracts with FDLE for expense reimbursement of officers who teach at FDLE- sponsored seminars.
- iii. The Chief or designee has the authority to execute facility use agreements for the use of Orlando Police Headquarter (OPH) facilities or OPD materials and equipment for training purposes.
- iv. The Chief or designee has the authority to enter into agreements with other governmental entities for the purpose of assigning OPD personnel to specific law enforcement operations, and obtaining reimbursement, if appropriate, for these services.
- v. The Chief or designee has the authority to enter into asset sharing agreements with federal and state law enforcement agencies.

- vi. The Chief has the authority to execute hold harmless agreements for the use of property and/or equipment needed for training purposes.
  - vii. The Chief has the authority to execute standard mutual aid agreements with other governmental entities, provided the City Attorney's Office has reviewed and approved the form.
- f. Fire Department
- i. The Mayor has the authority to execute any applications, contracts or agreements required by the State of Florida or the Federal Government or other governmental entity in order to obtain disaster relief supplies, funding or reimbursement.
  - ii. The Chief has the authority to execute hold harmless agreements for the use of property and/or equipment needed for training purposes. The Chief or designee has authority to execute form polling place agreements for properties under OFD control.
  - iii. The Chief has the authority to execute standard mutual aid agreements with other governmental entities, provided the City Attorney's Office has reviewed and approved the form.
- g. Public Works Department

- i. The Director or designee has the authority to execute Florida Department of Environmental Protection (FDEP) and U.S. Environmental Protection Agency (EPA) operating permit applications and Industrial Pre-Treatment Program permits necessary for the operation of the City's wastewater systems. In addition, the Director or designee has the authority to execute Florida Water Management permit applications and FDEP and EPA environmental permits.
- ii. The Director, the City Traffic Operations Engineer and the City Transportation Engineer each have the authority to approve and execute traffic control cabinet artwork agreements, including, though not exclusively, agreements with the Florida Department of Transportation, to allow artwork on traffic signal cabinets and equipment, subject to review and approval by the City Attorney's Office.
- iii. The Director or designee has the authority to execute Florida Department of Transportation and Central Florida Expressway Authority (and any other governmental entity) utility permits and applications for utility permits, subject to review and approval by the City Attorney's Office.

- iv. The Director or designee has the authority to execute right of way encroachment agreements, subject to review and approval by the City Attorney's Office, that are terminable for any reason upon thirty (30) days notice and relate to minor encroachments such as fences, retaining walls, drainage systems that exclusively serve the abutting property, and other minor structures in the public right of way adjacent to such property, unless the Director determines that the proposed encroachment is of a nature or type that approval of the encroachment would significantly impact the City's usage of the public right-of-way.
- h. Real Estate Manager
- i. The Real Estate Division Manager or designee has the authority to execute standard form facility use agreements, form polling place agreements, estoppel certificates, permit applications, utility right of way entry agreements and form short term licenses for City property managed by the Real Estate Manager, provided the City Attorney's Office has reviewed and approved the form.
  - ii. The Real Estate Division Manager or designee also shall have authority to execute form trespass warnings, Notices of Commencement, and demolition permits on behalf of the City, as well as other documents as outlined in City Policy & Procedure 433.1.
- i. It is the policy of the City that all goods and services procured with respect to employee service or achievement awards and any entertainment and events related to employee appreciation shall be procured by the Procurement Division. Up to authorized limits, the CPO shall have the authority to delegate the procurement of any such items to the Chief Administrative Officer.
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- j. Office of Community Affairs – The Director has the authority to execute contracts or agreements for entertainment programs and events within budgeted amounts up to \$10,000.00.
- k. Office of Communications and Neighborhood Relations
  - i. The Director has the authority to execute contracts or agreements for entertainment programs and events within budgeted amounts up to \$10,000.00.
  - ii. The Director has the authority to approve the use of the City logo, flags, trademarks, visual and electronic assets, and execute related releases for non-commercial purposes. For commercial purposes, the request would require the approval of the Chief Administrative Officer or Chief of Staff. The permanent transfer of the rights to use any of these assets or the execution of copyright or trademark licenses requires City Council approval.
- l. Downtown Development Board – Pursuant to policy enacted by the Downtown Development Board on March 26, 2008 and codified as Policies and Procedures 1250.1, the Executive Director has the authority to approve and execute contracts for entertainment in conjunction with downtown special events, farmer's market vendor agreements, printing or purchase of print marketing materials and photographs for the marketing of Downtown Orlando, and feasibility studies related to the uses within the downtown development area within budgeted amounts not to exceed \$10,000.00 per contract.



- m. Community Redevelopment Agency – Pursuant to policy enacted by the Community Redevelopment Agency on April 21, 2008, and codified as Policies and Procedures 1240.1, the Executive Director has the authority to approve and execute contracts for the repair and maintenance of downtown streetscape (including landscape) and Community Redevelopment Agency infrastructure items, assets and property, and for the performance of feasibility studies related to uses within the Community Redevelopment Area, within budgeted amounts not to exceed \$10,000.00 per contract. The Executive Director has the authority to approve and execute facade grant funding agreements on behalf of the Community Redevelopment Agency in the amount of \$5,000 or less under the Downtown Facade and Building Stabilization Program.
- n. Economic Development Department – The Director or designee has the authority to execute an Agreement to Establish Permitting Services Account, in the form approved by the City of Orlando City Council at its April 16, 2018 meeting
- o. Office of Multicultural Affairs – The Manager has the authority to execute contracts or agreements for entertainment programs and events within budgeted amounts up to \$10,000.00.
- p. Office of the City Clerk – The City Clerk or designee shall have the authority to execute standard form facility use agreements for City Hall and City Commons Plaza and form polling place agreements for general and special municipal elections.
- q. Human Resources Director – The Human Resources Director or Chief Negotiator shall have the authority to execute settlement agreements for the resolution of grievances or arbitrations provided the settlement has been approved by the Director or Head of the affected Department or Office and by the City Attorney's Office.

## 8. Routing

If the contract requires City Council action, it shall be routed to the City Clerk's Office by the Requesting Office. Agenda item routing and approval procedures, including any contract numbering requirements, shall be posted on the City Clerk's intranet website. The Agenda Item should contain or be accompanied by all documentation reasonably necessary for consideration by City Council, or if any such documentation is unable to be attached to the item or filed with City Clerk due to size restrictions or other reasons, the Agenda Item summary should state the location where such documentation may be viewed. The City Clerk's Office will process the documents, place them on City Council Agenda for action, file the documents and maintain the public record, as appropriate. Subsequent change orders to and amendments of contracts on file with the City Clerk which do not require City Council action shall be maintained as public records by the City office executing or approving such change orders and amendments.

Prior to execution by the non-City party:

- a. Contracts which deal with the purchase, sale, or transfer of land, with the exception of cemetery spaces, shall be sent to the Real Estate Division Manager, Finance Department, by the Generating Office.
- b. Contracts which are revenue generating shall be sent to Internal Audit and the Finance Department by the Generating Office.

## 9. Certificate of Insurance

Whenever required by the terms of a contract or when any party uses any City facility or performs services on any property owned or leased by the City of Orlando, (other than routine deliveries), a Certificate of Insurance shall be filed with the City, (i.e., Generating Office) unless specifically exempted by this policy. If required by the contracting City

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Office, forms supplied by the City shall be filled out by the contracting party's insurance company.

#### 10. Insurance Requirements

Attachment A to this procedure, titled "Insurance Requirements for Specifications," prescribes the various types of insurance requirements and the required amounts of coverage. These insurance requirements shall be included in Invitations to Bid, facility use agreements, lease permits, or other procurement forms or contracts as applicable. These requirements may be waived or altered upon review and approval of the City Attorney's Office or the City's Risk Manager.

The insurance requirement shall be waived by the Chief Administrative Officer if the activity proposed by the applicant involves (1) expressive speech protected by the First Amendment to the United States Constitution, (2) will occur in a public forum, (3) does not include liability or property damage risk factors beyond those typically associated with the ordinary public use of the property, (4) the insurance requirement would be so financially burdensome that it would preclude the applicant from exercising First Amendment rights, and (5) adequate alternate channels of expression are not available. Within seven (7) days of a request, the Chief Administrative Officer shall render a written decision on whether the insurance requirement shall be waived and shall set forth the reasons for the decision. Applicants wishing to appeal the decision of the Chief Administrative Officer may file a request for immediate judicial review with a court of competent jurisdiction or, in the alternative, may file an appeal to City Council within five (5) days after receipt of the notice of denial by filing a written notice with the Chief Administrative Officer, with a copy to the City Clerk, and such appeal shall be considered at the next regularly scheduled City Council meeting. Applicants wishing to appeal the decision of City Council may file a request for immediate judicial review with a court of competent jurisdiction."

## 11. Responsibility of Implementation

If a contract for a particular purpose is generated by the Procurement and Contracts Division, the City Attorney's Office, Orlando Venues Department, or Public Works, it shall be the duty of that Generating Office to inform the contracting party that insurance is required before any work is performed. The contracting party will be responsible to expedite and obtain the necessary Insurance Certificate.

The Generating Office shall include in the body of the purchase order, facility use agreement, lease permit, Invitation to Bid, or other procurement form or contract an appropriate statement calling attention to the non-City party the fact that an Insurance Certificate must be filed with the City within the limits set in Attachment A.

Each Office shall designate an individual who shall act as a Compliance Officer to ensure that the certificates of insurance are provided, are correct, and contain the insurance coverage which is required by the City. If the Compliance Officer is unable to determine the validity of a certificate, the attorney designated for that Department shall be contacted for assistance.

In all instances, regardless of which Office initiates a contract, the Requesting Office shall ensure that a certificate of insurance is provided.

## 12. Failure of Contracting Party to File

If the contractor-vendor or other non-City contracting party fails or refuses to file the necessary Insurance Certificate within fifteen (15) calendar days of award (unless otherwise specified in the contract), the contractor, vendor, or other contracting party shall be considered in default and the contract or purchase order may be cancelled without further notice if the contractor, user or vendor fails to so comply.

This provision may be waived or altered only upon review and approval of the City Attorney's Office or the City's Risk Manager.

### 13. Hold Harmless Provision

In addition to the insurance requirements specified herein, a Hold Harmless Provision will be required for service contracts and for the use of special facilities.

This provision may be waived or altered only upon review and approval of the City Attorney's Office or the City's Risk Manager.

### **Forms:**

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None.

### **Committee Responsibilities:**

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None.

### **Reference:**

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Chapter 2 of the City Code. Procedure adopted by City Council February 6, 1989, Item 7, A-17; amended June 21, 1993, Item 2-P; amended October 19, 1998, Item 4-EE; amended January 25, 1999, Item 3-O; amended April 3, 2000, Item 2-PPP, amended August 13, 2001: amended September 9, 2002, Item B-31; amended July 28, 2003, Item A-4, amended August 25, 2003, Item A-16; amended June 21, 2004, Item New Business #3; amended August 29, 2005, Item A-2; amended February 13, 2006, Item A-5; amended October 16, 2006, Item A-14; amended March 26, 2007, Item A-6; amended September 10, 2007, Item A-5; amended September 8, 2008, Item A-16; amended February 23, 2009, Item A-11; amended November 15, 2010, Item A-2; amended December 19, 2012, Item A-3;

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amended December 12, 2016, Item A-3 ; amended December 10, 2018, Item A-8; amended July 8, 2019, Item A-1, amended October 21, 2019, Item A-6, and amended by City Council March 30, 2020, Item A-6.

**Effective Date:**

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This procedure effective March 30, 2020.

## **Attachment A**

### **Insurance Requirements for Specifications**

#### **1. Types of events and contracts requiring insurance**

##### **Type 1**

1. Furnishing and installing equipment and maintenance and repair services, including, but not limited to:

- Office Equipment

- Air Conditioners

- Data Processing Equipment

- Communications Equipment

- Laboratory Equipment

- Fire Alarm Systems

- Security Alarm Systems

2. Lease Agreements (heavy equipment, etc.) with contractor's or City's operators
3. Moving Contractors (furniture, equipment, etc.)
4. Service Contracts, including but not limited to:

- Lawn Maintenance

- Janitorial Services

- Exterminating Services

##### **Type 2**

1. Towing Service
2. Services requiring overnight storage of City vehicles at contractor's location

##### **Type 3**

1. Medical Testing/Medical Services and Facilities



**Type 4**

1. Security Guard Services
2. Construction and Renovation Projects
3. Contractor-type Assistance; i.e., plumbers, electricians, carpenters, painters

**Type 5**

1. Leases or use agreements for City facilities. Applications which assert a protected status under the First Amendment shall be reviewed by the City Attorney's Office prior to the implementation of insurance requirements.

**Type 6**

1. Public Event Insurance; i.e., parades, festivals, fairs, etc., which are not protected by the First Amendment. Applications which assert a protected status shall be reviewed by the City Attorney's Office prior to the implementation of insurance requirements.

**2. General insurance requirements**

- a. **Insurance.** Except as otherwise specified in a solicitation or contract, a contractor and his subcontractors of any tier will be required at their own expense to maintain in effect at all times during the performance of the work insurance coverages with limits not less than those set forth in Section 3 below with insurers and under forms of policies satisfactory to the City. It shall be the responsibility of the contractor to maintain adequate insurance coverage and to assure that subcontractors are adequately insured at all times. Failure of a contractor to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation.

The requirements specified herein as to types, limits, and City's approval of insurance coverage to be maintained by a contractor and its subcontractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the contractor and its subcontractors under a contract.

Any insurance carried by the City that may be applicable shall be deemed to be excess insurance and the contractor's insurance primary for all purposes despite any conflicting provision in the contractor's policies to the contrary.

- b. **Certificates of Insurance.** At the time of execution of a contract and each subcontract, but in any event prior to commencing work at the jobsite, and as a condition precedent to the contractor's and his subcontractors' initiation of performance, the contractor and its subcontractors shall furnish the City with certificates of insurance as evidence that policies providing the required coverage and limits of insurance are in full force and effect. The certificates shall provide that any company issuing an insurance policy for the work under a contract shall provide not less than 30 days advance notice in writing to the City prior to cancellation, termination, or material change of any policy of insurance (except for notice of non-payment of premium for which not less than 10 days advance notice in writing shall be required). In addition, the contractor shall immediately provide written notice to the City upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the "occurrence" type. Certificates of insurance for a contractor and subcontractor-furnished insurance and notices of any cancellations, terminations, or alterations of such policies shall be mailed to the City at the addresses listed in the contract or if none, to the attention of the City's Risk Manager at City Hall.
- c. **Additional Insureds.** All insurance coverages furnished under a contract except Workers' Compensation and Employers' Liability shall include the City and its officers, elected officials, and employees as additional insureds with respect to the activities of the contractor and its subcontractors.

The City shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.

- d. **Waiver of Subrogation.** The contractor and its subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City, its officers, elected officials, agents and employees and against other contractors and subcontractors.

### 3. Coverage requirements for each type of event or contract

For each of the following identified types, a contractor shall furnish the requesting Department certificate(s) of insurance on the policies and renewals thereof which indicate that insurance coverage has been obtained meeting the requirements of the contract. Insurance requirements as listed herein may be increased, decreased, or modified should the generating office, subsequent to review by the City Attorney's Office or the City's Risk Manager, determine that the circumstances warrant the change.

- a. **Coverage for Types 1, 4, 6**

1. **Workers' Compensation and Employer's Liability.** This insurance shall protect the contractor against all claims under applicable state workmen's compensation laws. The contractor shall also be protected against claims for injury, disease, or death of employees that, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include an "all states" or "other states" endorsement.

Exemption certificates shall be accepted if valid during the term of the contract, but only for those eligible corporate officers pursuant to chapter 440 Florida statutes. Proof of workers' compensation coverage must still be provided for all employees, sub-contractors not eligible for exemption.

The liability limits shall not be less than:

Workers' compensation	Statutory
Employer's Liability	\$100,000 each occurrence

2. **Comprehensive Automobile Liability.** This insurance shall be written in comprehensive form and shall protect the contractor and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicle, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non- owned, or hired.

The liability limits shall not be less than:

Bodily injury and	\$1,000,000 combined single
Property damage	limit each occurrence

3. **Commercial General Liability.** This insurance shall be an "occurrence" type policy (excluding automobile liability) written in comprehensive form and shall protect the contractor and the additional insureds against all claims arising from bodily injury, sickness, disease, or death of any person or damage to property of the City or others arising out of any act or omission of the contractor or his agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual bodily injury liability coverage, a "contractual liability" endorsement to insure the contractual liability assumed by the Contractor under its contract with the City, and "completed Operations and Products Liability" coverage (to remain in force for 2 years after final payment and subsequent to project completion).

If the contractor's work, or work under its direction, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

The liability limits shall not be less than:

Bodily injury and	\$1,000,000 combined single
Property damage	limit each occurrence

b. **Type 2**

1. **Workers' Compensation and Employer's Liability.** This insurance shall protect the contractor against all claims under applicable state workmen's compensation laws. The contractor shall also be protected against claims for injury, disease, or death of employees that, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include an "all states" or "other states" endorsement.

Exemption certificates shall be accepted if valid during the term of the contract, but only for those eligible corporate officers pursuant to chapter 440 Florida statutes. Proof of workers' compensation coverage must still be provided for all employees, sub-contractors not eligible for exemption.

The liability limits shall not be less than:

Workers' compensation	Statutory
Employer's Liability	\$100,000 each occurrence

2. **Comprehensive Automobile Liability.** This insurance shall be written in comprehensive form and shall protect the contractor and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicle, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non- owned, or hired.

The liability limits shall not be less than:

Bodily injury and	\$1,000,000 combined single
Property damage	limit each occurrence

3. **Commercial General Liability.** This insurance shall be an “occurrence” type policy (excluding automobile liability) written in comprehensive form and shall protect the contractor and the additional insureds against all claims arising from bodily injury, sickness, disease, or death of any person or damage to property of the City or others arising out of any act or omission of the contractor or his agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual bodily injury liability coverage, a “contractual liability” endorsement to insure the contractual liability assumed by the Contractor under its contract with the City, and “completed Operations and Products Liability” coverage (to remain in force for 2 years after final payment and subsequent to project completion).

If the contractor’s work, or work under its direction, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

The liability limits shall not be less than:

Bodily injury and	\$1,000,000 combined single
Property damage	limit each occurrence

4. **Garage Keepers Liability Insurance.** Garage Liability Insurance in an amount not less than \$ 1,000,000 combined single limit per occurrence for bodily injury and property damage endorsed to include:
- i. Automobile Service Operations; and
  - ii. Garage keepers legal liability covering perils of fire and explosion, theft of an entire vehicle, riot and civil commotion, vandalism and malicious mischief.

c. **Type 3**

1. **Workers’ Compensation and Employer’s Liability.** This insurance shall protect the contractor against all claims under applicable state workmen’s compensation laws. The contractor shall also be protected against claims for injury, disease, or death of employees that, for any reason, may not fall within the provisions of a workmen’s compensation law. This policy shall include an “all states” or “other states” endorsement.

Exemption certificates shall be accepted if valid during the term of the contract, but only for those eligible corporate officers pursuant to chapter 440 Florida statutes. Proof of workers' compensation coverage must still be provided for all employees, sub-contractors not eligible for exemption.

The liability limits shall not be less than

Workers' compensation	Statutory
Employer's Liability	\$100,000 each occurrence

2. **Comprehensive Automobile Liability.** This insurance shall be written in comprehensive form and shall protect the contractor and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicle, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non- owned, or hired.

The liability limits shall not be less than:

Bodily injury and	\$1,000,000 combined single
Property damage	limit each occurrence

3. **Commercial General Liability.** This insurance shall be an "occurrence" type policy (excluding automobile liability) written in comprehensive form and shall protect the contractor and the additional insureds against all claims arising from bodily injury, sickness, disease, or death of any person or damage to property of the City or others arising out of any act or omission of the contractor or his agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual bodily injury liability coverage, a "contractual liability" endorsement to insure the contractual liability assumed by the Contractor under its contract with the City, and "completed Operations and Products Liability" coverage (to remain in force for 2 years after final payment and subsequent to project completion).

If the contractor's work, or work under its direction, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

The liability limits shall not be less than:

Bodily injury and	\$1,000,000 combined single
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Property damage

limit each occurrence

4. **Professional Liability/Malpractice Insurance.** Proof of Medical Malpractice insurance, in the amount of One Million Dollars (\$1,000,000.00) for each claim.

d. **Type 5**

1. **Public Liability Insurance.** Public Liability Insurance, issued by a responsible insurance company and in a form acceptable by the City, protecting and insuring against all the foregoing with coverage limits as detailed in the attached outline for the Families, Parks & Recreation Department and for the Orlando Venues Department.
2. **Automobile Liability Insurance.** Automobile Liability coverage shall be in the minimum amount of One Hundred Thousand Dollars (\$100,000) per person/per occurrence and property damage coverage as detailed in the attached outline for the Families, Parks & Recreation Department and for the Orlando Venues Department.
3. **Workers' Compensation Coverage.** Full and complete Workers' Compensation Coverage as required by State of Florida law.

All insurance policies required above shall be issued by companies authorized to do business and licensed under the laws of the State of Florida.

All insurance companies used by a contractor must be acceptable to the City.



**Orlando Venues Department**

<b>Class 1</b>	<b>Class 2</b>	<b>Class 3</b>
Non-profit Fund-raisers	Plays	Tractor Pulls
Lacrosse practices/games	Musicals/Concerts (Bob Carr)	Baseball
Rugby practices/games	Expo Shows	Concerts (Arena)
Events w/less than 500 participants	Events w/500 or more participants	Football
Weddings		Races

**Families, Parks and Recreation Department**

<b>Class 1</b>	<b>Class 2</b>	<b>Class 3</b>
Card Games/Clubs	Tot Lot programs	Sports events
Instructional classes	Adult Fitness	Aquatic events
Non-mechanical	Aerobics	Karate
Basket weaving	Ballroom dancing	Gymnastics
Ceramics	Dog shows	Carnivals
Weddings	Boat rental	
Facility rentals		

For Class 1 events, insurance is optional and is to be at the discretion of the Office. The Office will consider the number of individuals involved in the event as well as the nature of the activity.

For Class 2 events, a general liability insurance of One Hundred Thousand Dollars (\$100,000) is recommended which is to cover both property and general liability.

For Class 3 events, the City will require a minimum of not less than Five Hundred Thousand Dollars (\$500,000) per person/per occurrence for bodily injury to or death to one or more than one person and not less than One Hundred Thousand Dollars (\$100,000) per occurrence for property damage.

Automobile Liability coverage shall be in the minimum amount of One Hundred Thousand Dollars (\$100,000) per person/per occurrence and property damage coverage of Fifty Thousand Dollars (\$50,000) per occurrence.