



Administrative Regulations

Number AR 8-27
Issue 1

Subject: Minimum Insurance Requirements for Agreements, Contracts, Grants, Leases, Letter Agreements, Licenses, Memoranda of Understanding, Permits, and All Similar Documents and Other Written Agreements of any Kind (including, but not limited to, Purchase Orders and Miscellaneous Terms and Conditions)

I. Purpose

The purpose of this Administrative Regulation is to implement Section 2.84.040 of the Long Beach Municipal Code and to establish minimum standards for insurance required from governmental agencies, all legal entities, and all individuals that are parties to agreements, contracts, grants, leases, letter agreements, licenses, memoranda of understanding, permits, and similar documents and other written agreements of any kind (including, but not limited to, purchase orders and miscellaneous terms and conditions) wherein the City of Long Beach is also a party.

II. Scope

Because this regulation implements a City ordinance, this regulation applies to all elected officials, all City departments and offices directly reporting to the City Manager, the Board of Water Commissioners of the City of Long Beach, the Redevelopment Agency of the City of Long Beach, California, the Housing Authority of the City of Long Beach, and the Long Beach Housing Development Company.

With respect to the Board of Water Commissioners of the City of Long Beach, the Redevelopment Agency of the City of Long Beach, California, the Housing Authority of the City of Long Beach, and the Long Beach Housing Development Company, this administrative regulation does not apply if:

- 1) The entity obtains the services of a risk manager, either as an employee or as an independent consultant, and
- 2) The entity promulgates, approves, and implements its own regulations pursuant to minimum insurance requirements.

III. Policy

It is in the best interests of the City of Long Beach to promulgate insurance requirements that balance the protection of the City and its human and physical assets with the encouragement of legitimate government and business pursuits and responsible personal and recreational activities within the City of Long Beach. Insurance requirements exist to protect the City's human and physical assets and to enforce satisfactory financial transfer of risk to third parties.

The City of Long Beach shall not require that any person or entity obtain any insurance or bond from a particular insurance company, agent, or broker, or from a particular surety.

The City of Long Beach may, at its sole discretion, provide access to vendor/contractor/permittee insurance programs that have been pre-approved by the City. If the City chooses to provide such access, such access would solely be for mutual convenience. The City shall not receive compensation for providing such access and shall not serve as an agent or broker for any insurance entity.

If the City of Long Beach, its departments, or its employees procure, cause to be procured, reimburse, or cause to be reimbursed any surety or insurance for or on behalf of a potential or active vendor, contractor, grant recipient, lessee, licensee, party to an agreement, permittee, or other party under any agreement, contract, grant, lease, letter agreement, license, memorandum of understanding, permit, purchase order, or similar document, and said procurement or reimbursement is funded by the City of Long Beach or other public resources, then the procurement of the insurance or surety and the determination of reimbursability of the procurement shall be routed to and directed by the Risk Manager.

IV. General Requirements

This Administrative Regulation establishes minimum requirements (1) for financial responsibility (sufficiency as to stewardship), (2) for general coverage wording (sufficiency as to coverage form), and (3) for specific coverages, limits, and endorsements by activity, service, permit, or product (sufficiency as to adequacy).

A. Financial Responsibility Requirements

1. Financial Security of Insurers and Sureties

- a. To meet the City's general financial responsibility requirements, insurers must be:
 - (i) non-admitted in California and subject to Section 1763 of the Insurance Code (a current list of eligible surplus lines insurers is maintained by the California Department of Insurance at http://www.sla-cal.org/carrier_info/lesli/) with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater as reported by A.M. Best Company or equivalent, or
 - (ii) admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater as reported by A.M. Best Company or equivalent, or,
 - (iii) for workers' compensation only, admitted (licensed) in the State of California.
- b. Exceptions to IV.A.1.a. can be granted solely by the Risk Manager. Exceptions are usually granted only to insurers that underwrite unusual or exceptional risks, and exceptions are granted only at the documented, written request of the interested City department.
- c. To meet the City's general financial responsibility requirements, bonds must be issued by sureties licensed to underwrite surety in California. For public works contracts, City departments must verify the sufficiency of payment and performance bonds. In order to confirm and document that sureties underwriting the payment and performance bonds on each public works contract are admitted surety insurers, the department preparing the contract should check with the California Department of Insurance at <http://www.insurance.ca.gov/docs/FS-Consumer.htm> . At this website, click on the hyperlink entitled *Company by Line of Insurance*. At the page returned, click on the hyperlink entitled *Company Profile*. At the page returned, type in the company name of

the surety, and press "Enter." The website will return either a list of companies from which to select or the "Company Profile" page. When the "Company Profile" page is displayed, scroll down to the section of the web page titled "Lines of Insurance Authorized to Transact." If the word "SURETY" is listed under this web page section title, print this web page, and attach the copy to the bond. This pairing constitutes a financially sufficient bond document. If this information is not available, the bond documents are not sufficient.

2. Self-Insurance

Self-insurance may be utilized to meet the City's general financial responsibility requirements, under certain circumstances. Self-insurance by the State of California and its departments and by the Federal government and its branches is acceptable. Self-insurance by certain other public entities, corporations, or other entities may be acceptable subject to the requirements below or as approved solely by the Risk Manager.

Any self-insurance program or self-insured retention must be approved separately in writing by the Risk Manager and shall protect the City of Long Beach, its departments, their boards, officials, employees, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained any self-insurance or self-insured retention provisions.

B. Insurance Requirements for Long Term Agreements

For agreements, contracts, grants, leases, letter agreements, licenses, memoranda of understanding, permits, purchase orders, or similar documents with a duration of three years or longer, the City of Long Beach requires that the insurance requirements in the agreement, contract, grant, lease, letter agreement, license, memorandum of understanding, permit, purchase order, or similar document are subject to modification, at the sole discretion of the Risk Manager, periodically.

C. Purchase of Insurance for Others and Reimbursability

If the City of Long Beach procures, causes to be procured, reimburses, or causes to be reimbursed any surety bond or contract of insurance for or on behalf of a potential or active vendor, contractor, grant recipient, lessee, licensee, party to an agreement, permittee, or other party under any agreement, contract, grant, lease, letter agreement, license, memorandum of understanding, permit, purchase order, or similar document and the said procurement or reimbursement is funded by City of Long Beach or other public resources, then the procurement of the insurance and the determination of reimbursability of the procurement shall be routed to the Risk Manager.

D. General Coverage Endorsements Required

1. **Additional insured endorsements.** For liability policies endorsed to afford additional insured protection to the City, the description of the additional insured must read as follows: "The City of Long Beach, its boards, their officials, officers, employees, and agents." If the Board of Water Commissioners, the Redevelopment Agency of the City of Long Beach, California, the Housing Authority of the City of Long Beach, or the Long Beach Housing Development Company are being afforded additional insured status, the description of the

additional insured must be in the following form: “The City of Long Beach, the (insert name of agency), their boards, officials, officers, employees, and agents.” The policy must be endorsed to provide that any failure by vendor, contractor, grant recipient, lessee, licensee, party to the agreement, permittee, or other third party to a similar document to comply with the reporting provisions of the policy shall not affect the coverage afforded to the City, its officials, employees, or agents.

2. **Notice of policy changes or cancellation.** Each insurance policy shall be endorsed to state that policy shall not be suspended, voided, materially changed (except by reason of limit reduction due to paid claims), or canceled by either party except after thirty (30) days prior written notice (or except after ten (10) days written notice for nonpayment of premium only) to the City of Long Beach, unless otherwise approved by the Risk Manager.
3. **Primary, non-contributing coverage.** Each insurance policy shall be endorsed to state that coverage shall apply on a primary, noncontributing basis in relation to any insurance or self-insurance, primary or excess, maintained by or available to the City of Long Beach, its boards, officials, employees, or agents. Similarly, each insurance policy shall be endorsed to state that coverage maintained by City shall be excess to and shall not contribute to insurance or self-insurance maintained by the vendor, contractor, grant recipient, lessee, licensee, party to the agreement, permittee, or other party to a similar document, unless otherwise approved by the Risk Manager.
4. **Severability of interests.** A severability of interest endorsement, which provides that vendor’s, contractor’s, grant recipient’s, lessee’s, licensee’s, party’s to the agreement, permittee’s, or other party’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, is required, unless otherwise approved by the Risk Manager.
5. **Waivers of subrogation.** Each workers’ compensation and general liability insurance policy shall be endorsed to state that the insurance company waives its rights of subrogation against the City of Long Beach, its boards, officials, employees, or agents.

E. **Delivery of Certificates and Endorsements**

The vendor, contractor, grant recipient, lessee, licensee, party to the agreement, permittee, or other party to a similar document shall deliver to the City of Long Beach, certificates of insurance and original endorsements or a fax or photocopy followed by the original for approval as to sufficiency and form prior to the effective date of the agreement, contract, grant, lease, letter agreement, license, memorandum of understanding, permit, purchase order, or similar document. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. If a facsimile or photocopy is submitted to the Risk Management for approval, it is the responsibility of the originating City department to obtain the originals promptly. For purchase orders of less than \$10,000 and for purchase orders of \$10,000 or more that are not handled by the Purchasing Division of the Department of Financial Management, the relevant City department directly requests certificates of insurance from vendors and submits these documents to Risk Management for review and approval. For purchase orders of \$10,000 or more that are handled by the Purchasing Division of the Department of Financial Management, the Purchasing Division directly requests certificates of insurance from vendors and verifies the financial security rating of these vendors’ insurers. If the ratings do not meet minimum City requirements, such evidences

of insurance are sent to Risk Management for review. If the ratings meet City requirements, the Purchasing Division files the certificates. Requests for waivers are sent to Risk Management. The City of Long Beach reserves the right to require complete certified copies of all said policies at any time. The vendor, contractor, grant recipient, lessee, licensee, party to the agreement, permittee, or other party to a similar document shall provide to the City of Long Beach evidence of renewals at least thirty (30) days prior to expiration of any required insurance policies. Original certificates and endorsements shall be returned to the originating department. Note that delivery of current certificates and endorsements for the duration of the agreement, contract, grant, lease, letter agreement, license, memorandum of understanding, permit, purchase order, or similar document is the responsibility of the relevant City department that is a party to the agreement, contract, grant, lease, letter agreement, license, memorandum of understanding, permit, purchase order, or similar document. When insurance expires during the term of the agreement, contract, grant, lease, letter agreement, license, memorandum of understanding, permit, purchase order, or similar document, the vendor, contractor, grant recipient, lessee, licensee, party to the agreement, permittee, or other party to a similar document is not in compliance with the agreement, contract, grant, lease, letter agreement, license, memorandum of understanding, permit, purchase order, or similar document until the relevant, originating City department obtains the renewal originals promptly, and these documents are processed in accordance with this Administrative Regulation.

F. Claims-made Acceptability

“Claims-made” policies for other than environmental clean-up, environmental liability, professional liability, or errors and omissions liability policies are not acceptable unless the Risk Manager determines that “Occurrence” policies are not available in the market for the risk being insured. If a “Claims-made” policy is accepted, it must provide for a pre-paid extended reporting period endorsement (ERPE) of not less than one hundred eighty (180) days. In lieu of the pre-paid ERPE, contractor shall warrant that it will maintain continuous, equivalent coverage at least three years after contract completion. Also, if a claims-made policy is utilized, its prior acts date must be at least as early as the first date of business by the contractor with the City.

G. Insurance Requirements for Subcontractors, Subgrantees, or Sublessees to Contracts with the City

If subcontractors, subgrantees, or sublessees are permitted, any subcontractor, subgrantee, or sublessee shall be required to maintain insurance or surety in compliance with the provisions in the purchase order, contract, grant, lease, license, permit or other contract with the City.

H. Deviations from and Exceptions to Insurance Requirements

Deviations from and exceptions to City of Long Beach insurance requirements are rarely given and never automatic. Deviations from and exceptions to City of Long Beach insurance requirements must be in the form of signed, written requests from the actual or potential party to an agreement, contract, grant, lease, letter agreement, license, memorandum of understanding, permit, purchase order, or similar document that include detailed reasons for the deviations or exceptions. The relevant City department shall submit these requests to the City's Risk Manager. Decisions by the Risk Manager with respect to deviations and exceptions to insurance requirements can be overridden only by the City Manager or the City Attorney. Parties to agreements, contracts, grants, leases, letter agreements, licenses, memoranda of understanding, permits, purchase orders, or similar documents are urged to address and

negotiate issues about insurance requirements before entering agreements, contracts, grants, leases, letter agreements, licenses, memoranda of understanding, permits, purchase orders, or similar documents.

1. Waivers

- a. Automobile liability: If a party to an agreement, contract, grant, lease, letter agreement, license, memorandum of understanding, permit, purchase order, or similar document states in writing to the City of Long Beach that automobiles will not be used, directly or indirectly, in the party's (or its employees or agents) performance or delivery of goods and that the party and its agents and employees will not drive on City property in connection with its performance or delivery of goods, then automobile liability insurance may be waived by the Risk Manager. The signed, written statement requesting waiver of automobile liability insurance must be submitted to the Risk Manager by the relevant City department.
 - b. General liability: If a party to an agreement, contract, grant, lease, letter agreement, license, memorandum of understanding, permit, purchase order, or similar document states in writing to the City of Long Beach that there is no general liability exposure to the City resulting from its performance or delivery of goods to the sole satisfaction of the Risk Manager, then general liability insurance may be waived by the Risk Manager. The signed, written statement requesting waiver of general liability insurance must be submitted to the Risk Manager by the relevant City department. This statement must explain why the party presents no general liability exposure to the City.
 - c. Professional liability: If a party to an agreement, contract, grant, lease, letter agreement, license, memorandum of understanding, permit, purchase order, or similar document states in writing to the City of Long Beach that there is no professional liability exposure to the City resulting from its performance or delivery of goods to the sole satisfaction of the Risk Manager, then professional liability insurance may be waived by the Risk Manager. The signed, written statement requesting waiver of professional liability insurance must be submitted to the Risk Manager by the relevant City department. This signed statement must contain a detailed description of the services to be performed by the party including a description of any licensure or requisite training or education needed to perform the services.
2. Insurance not Required
- a. Workers' compensation: Worker's compensation insurance is not required by the Labor Code for sole proprietors or legal entities or other organizations with no employees. If a party to an agreement, contract, grant, lease, letter agreement, license, memorandum of understanding, permit, purchase order, or similar document claims that workers' compensation is not required by that party, then a signed, written statement stating the reason why workers' compensation is not applicable must be filed by the relevant City department and submitted to the Risk Manager by that department.
 - b. Employer's liability: If worker's compensation insurance is not applicable, then employer's liability is also not applicable.
3. Reductions in Scope of Coverage or Limits of Coverage
- If a party to an agreement, contract, grant, lease, letter agreement, license, memorandum of understanding, permit, purchase order, or similar document requests in writing to the City that a reduction in scope of coverage or limits of coverage is warranted, the party's signed, written statement requesting this reduction must be submitted to the Risk Manager by the relevant City department and must explain why the reduction is warranted.

V. Specific Coverages, Limits, and Endorsements by Activity, Service, Permit, or Product

A. Recreational Activities

1. See "Table A" attached. These are divided into three permit classes based on the permittee's event type as follows:
 - (a) One-time commercial events not open to the public
 - (b) One-time non-commercial events not open to the public
 - (c) Concessionaires and other continuing business activities on City property
2. Hazardous Recreational Activities
 - (a) Pursuant to Government Code Section 831.7, neither the City of Long Beach nor its employees are liable to any person who participates in a hazardous recreational activity, including any person who assists the participant, or to any spectator who knew or reasonably should have known that the hazardous recreational activity created a substantial risk of injury to himself or herself and was voluntarily in the place of risk, or having the ability to do so failed to leave, for any damage or injury to property or persons arising out of that hazardous recreational activity.
 - (b) As used in this section, "hazardous recreational activity" means a recreational activity conducted on the property of the City of Long Beach that creates a substantial (as distinguished from a minor, trivial, or insignificant) risk of injury to a participant or a spectator including, but not limited to, the following
 - i. Water contact activities, except diving, in places where or at a time when lifeguards are not provided and reasonable warning thereof has been given or the injured party should reasonably have known that there was no lifeguard provided at the time,
 - ii. Any form of diving into water from other than a diving board or diving platform, or at any place or from any structure where diving is prohibited and reasonable warning thereof has been given, and
 - iii. Animal riding, including equestrian competitions, archery, bicycle racing or jumping, boating, hang gliding, kayaking, kite surfing, moon bounce or other inflatable equipment for trampolining or climbing use, motorized vehicle racing, off-road motorcycling or four-wheel driving of any kind, orienteering, pistol and rifle shooting, rock climbing, rocketeering, rodeo, sky diving, sport parachuting, body contact sports (i.e., sports in which it is reasonably foreseeable that there will be rough bodily contact with one or more participants), surfing, trampolining, tree climbing, tree rope swinging, water skiing, and wind surfing.
3. For hazardous recreational activities, the minimum general liability per occurrence limit required is twice the amount listed under the applicable entry in the "Table of Minimum, Standard Insurance Requirements by Activity, Grant, Permit, Product, or Service."

B. Construction Activities

1. Types and Magnitudes of Construction Activities
See "Table A" attached. These are divided into six classes based on the magnitude and type of construction as follows:
 - a. Airport construction
 - b. High-rise construction
 - c. Large construction projects (construction values greater than \$1 million)
 - d. Very large construction projects (construction values greater than \$50 million)
 - e. Marine construction
 - f. All other construction
2. Bonds

Before execution of a contract, the bidder shall file two surety bonds with the City of Long Beach subject to the approval of the City Engineer/Water Department General Manager and City Attorney. The bonds shall be on forms provided by the City or acceptable to the City Attorney. The Payment Bond (Material and Labor Bond) shall satisfy claims of material suppliers and mechanics and laborers employed by the contractor on the Work. This bond shall be maintained by the contractor in full force and effect until the work is accepted by the City of Long Beach and until all claims for materials and labor are paid, and shall otherwise comply with the Civil Code. The Performance Bond shall guarantee faithful performance of all work within the time and manner prescribed, free from original or developed defects. This bond shall remain in effect as prescribed within the Contract, until the end of all warranty periods.

3. **Workers' Compensation**

Pursuant to Labor Code § 3800, the City of Long Beach requires, as a condition precedent to the construction, alteration, improvement, demolition, or repair of any building or structure requiring the issuance of a permit, that each applicant for the permit sign a declaration under penalty of perjury verifying workers' compensation coverage or exemption from coverage, as required by § 19825 of the Health and Safety Code.

C. Environmental Impact-Related Activities

1. See "Table A" attached. These are divided into ten classes as follows:

- a.. Asbestos-related abatement, construction, hazard control, or removal contractor,
- b. Disposition and development agreements (brownfields' redevelopment),
- c. Environmental remediation services,
- d. Garbage trucks, haulers, and refuse transportation and disposal,
- e. Lead paint-related abatement, construction, hazard control, or removal contractor,
- f. Crude oil sales broker (assuming broker never takes physical possession of the oil),
- g. Crude oil operating contractor,
- h. LNG-related facilities and pipelines,
- i. Other pipelines and utilities, and
- j. Certain permits for vehicles for hire.

2. **Separate Limits**

Whenever a pollution liability, environmental clean-up, contractor's pollution, or environmental errors and omissions policy is required by the City, the lesser of one occurrence limit or the general aggregate limit shall apply separately to the agreement, contract, grant, lease, letter agreement, license, memorandum of understanding, permit, purchase order, or location with endorsements equivalent to the ISO CG 25 04 (designated location).

D. Airport and Helicopter Landing Facility Activities

See "Table A" attached. Note that the greater of the "Table of Minimum, Standard Insurance Requirements by Activity, Grant, Permit, Product, or Service," Federal Aviation Administration (FAA) or other federal regulatory financial responsibility requirements, and the following liability limits apply to the following classes:

1. Airlines, One hundred fifty million dollars (\$150,000,000)
2. Commuter airlines, Fifteen million dollars (\$15,000,000)
3. Helicopter landing facility control operators, Five million dollars (\$5,000,000)
4. Fixed base operators, One million dollars (\$1,000,000)
5. Concessionaires, One million dollars (\$1,000,000)
6. Contractors, One million dollars (\$1,000,000)

Additional insured status is required for all liability coverages for airport third parties.

E. Marine Operations and Activities

See "Table A" attached for Cruise Port, Water Taxis, certain boat repairs, and certain marine recreational activities. Operations and activities of the Port of Long Beach are administered by the City's Harbor Department. Refer to that department for specific Port insurance requirements.

F. All Other Activities

See "Table A" attached.

VI. Procedures

- A. See "Table A" attached.
- B. Contact Risk Management if you have any questions about this Administrative Regulation or any insurance requirement in it.
- C. Submit certificates of insurance and original endorsements for approval as to sufficiency by Risk Management and approval as to form by the City Attorney before any work begins or any product is delivered.

VII. Non-compliance

Failure to comply with this Administrative Regulation may be a misdemeanor violation of the Municipal Code.

VIII. Definitions

- A. Additional Insured: Those individuals or entities who generally are not automatically included as insureds under the liability policy of another, but for whom the named insured provides a certain degree of protection under its liability policies. An endorsement is typically required to give additional insured status for these parties.
- B. Agent: A person or entity that negotiates insurance contracts on behalf of the insurance company.
- C. Blanket Fidelity Bond: A policy that allows an employer to recover for losses of money, merchandise or other property when such loss is due to the dishonesty of an employee.
- D. Bond: A written instrument guaranteeing the performance, compliance, integrity, or honesty of the principal by the surety for benefit of the obligee. The instrument binds itself to the terms of an underlying contract or obligation consisting of a formal agreement, a fiduciary relationship or an official duty. A policy that guarantees performance of a contract (surety bonding) or protects against dishonesty of employees (fidelity bonding).
- E. Broker: A person or entity representing a buyer of insurance to negotiate with underwriters. Some agents operate both as broker representing the policyholder and as agent representing the insurer.
- F. Cancellation: The termination of an insurance policy or bond before its expiration by either the insured or the company.
- G. Commercial General Liability (CGL) Policy: A broad form of liability insurance covering business organizations against claims for bodily injury and property damage arising out of operations, products and completed operations, and independent contractors, but excluding coverages for liability arising out of the use of automobiles.
- H. Claims-made: This term refers to a date period wherein coverage is triggered on a certain class of liability policies. On a "claims-made" policy, covered claims must be reported to the insurance company during the policy period (or its extended reporting period, if applicable). Claims-made policies are also subject to a retroactive date, a date that whereby, in addition to the reporting requirement, the occurrence of the event initiating the claim must be on or after the stated

retroactive date. Occurrences prior to the retroactive date are not covered by a claims-made policy, regardless of whether or not these claims are reported during the policy period. In general, a claims-made policy provides coverage to fewer potential claims than an occurrence policy covering the same policy period. Purchase of separate “prior acts” and “extended reporting period” policies effectively can make a claims-made made policy equivalent to an occurrence policy.

- I. Cross Liability: When a policy covers more than one insured, this endorsement covers the insured against whom the claim is made as though a separate policy had been written but does not increase the insurance company’s limit of liability.
- J. Insurance: The term “Insurance” generally refers to a contractual transfer of risk among parties. In this Administrative Regulation, the term more broadly applies to any insurance or self-insurance program approved by the Risk Manager.
- K. Insurance Policy: The term “Insurance Policy” generally refers to a written contract dealing with the transfer of risk among parties. In this Administrative Regulation, the term more broadly applies to any insurance policy with endorsements or self-insurance plan approved by the Risk Manager.
- L. Occurrence: This term refers to a date period wherein coverage is triggered on a certain class of liability policies. On an “occurrence” policy, covered claims must occur during the policy period and may be reported to the insurance company at any time. In general, an occurrence policy provides coverage to more potential claims than a claims-made policy covering the same policy period.
- M. Risk Manager: In this Administrative Regulation, the term “Risk Manager” refers to the City’s Risk Manager or designee, or, if there is no Risk Manager, then the City Manager or the City Manager’s designee, or an employee or consultant hired by the City to provide risk management services.
- N. X, C, & U: This abbreviation refers to the explosion, collapse, and underground hazards of property damage coverage. These are usually excluded from the CGL coverage.