



Council Agenda Report

To: Mayor Uhring and the Honorable Members of the City Council

Prepared by: Kristin Riesgo, Community Services Director

Approved by: Steve McClary, City Manager

Date prepared: June 6, 2024 Meeting date: June 24, 2024

Subject: Amendment to Agreement with Move Together LLC

RECOMMENDED ACTION: Approve Amendment No.1 with Move Together LLC to revise the insurance requirements as part of the 2024-28 Road Race Agreement.

FISCAL IMPACT: There is no fiscal impact associated with the recommended action.

STRATEGIC PRIORITY: This item is part of the day-to-day operations identified in the Adopted FY 2023-24 Strategic Priority Project List.

DISCUSSION: On January 8, 2024, Council awarded Move Together LLC (Malibu Moves) one of the two allowable Road Races in accordance City Council Policy #47 - Road Race Policy (Policy). The Policy states the City may grant a maximum of two temporary use permits for marathons, triathlons, and cycling events per calendar year.

Following the execution of the Agreement, Malibu Moves requested the City to adjust the insurance requirements due to a requirement for higher limits as part of the Agreement (Attachment 2). These limits were raised for the race event following guidance from the City's insurance provider, California Joint Powers Insurance Authority (JPIA).

Malibu Moves proposed new insurance limits to staff, and JPIA reviewed and approved the adjustments based on a risk assessment. Changes include,

General Liability Insurance

Malibu Moves is providing a total of \$7,000,000 in general liability and general aggregate insurance, with limits at \$2,000,000 per occurrence and \$5,000,000 general aggregate, which is \$1,000,000 more than the original Agreement. The original agreement listed \$2,000,000 per occurrence, \$4,000,000 general aggregate.

Professional Liability (Errors & Omissions) Insurance

Malibu Moves requested to remove the insurance requirement. JPIA allowed the removal since this type of insurance typically pertains to protecting professionals (e.g. accountants, attorneys, real estate brokers) against liability incurred as a result of errors and omissions in performing their professional services. These professional services are not involved in the race event.

Umbrella or Excess Liability Insurance

Malibu Moves requested to remove the insurance requirement. Umbrella or excess insurance is added if a primary policy cannot be secured for the requested limit. Malibu Moves achieves higher limits through its primary policy.

Workers' Compensation Insurance

Malibu Moves does not employ personnel, therefore they requested to remove the insurance requirement. The Athletic Participant Medical Expense Insurance will cover all race event volunteers. The City will require Malibu Moves to sign an Exemption from Workers' Compensation Form recommended by JPIA.

Athletic Participant Medical Expense Insurance

Malibu Moves requested to reduce the limit to \$25,000 per participant. The original agreement listed the limit at \$100,000 per participant. If an injury occurs, excess in general liability could cover the expenses.

Sexual Abuse/Molestation Insurance (SAM Insurance)

Malibu Moves requested to reduce the limit to \$500,000 per occurrence. JPIA understands that SAM Insurance can be challenging to secure and costly. Standard industry limits are \$500,000 per occurrence.

Malibu Moves insurance proposal meets the requirements of JPIA and staff recommends Council to approve Amendment No. 1 approving the insurance adjustments.

ATTACHMENTS: 1) Move Together LLC Road Race Agreement Amendment No. 1
2) Move Together LLC Proposed Insurance Adjustments

AMENDMENT NO. 1 TO AGREEMENT

THIS AMENDMENT NO. 1 TO AGREEMENT is made and entered in the City of Malibu on June 24, 2024, by and between the CITY OF MALIBU, hereinafter referred to as City, and Move Together LLC, hereinafter referred to as Consultant.

The City and the Consultant agree as follows:

RECITALS

A. On February 12, 2024, the City entered into an Agreement with Consultant to produce and conduct a Kids' Run, 5K, 10K, and Half Marathon Race Event within Malibu city limits and outlying areas pursuant to the Road Race Policy #47 and the Move Together Road Race plan (the "Agreement").

B. The City desires to amend the Agreement insurance requirements, and the Consultant has submitted a proposal for this purpose that is acceptable to the City.

NOW THEREFORE, in consideration of their mutual promises, obligations, and covenants hereinafter contained, the parties hereto agree as follows:

1. Section 6.11 – Insurance and Exhibit C Insurance Language of the Agreement, is hereby amended as set forth in Exhibit A attached hereto.
2. The Parties agree that this Amendment will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.
3. All terms and conditions of the Agreement not amended by this Amendment No. 1 remain in full force and effect.

This Agreement is executed on _____, at Malibu, California, and effective as of June 24, 2024.

CITY OF MALIBU:

STEVE MCCLARY, City Manager

ATTEST:

KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

TREVOR RUSIN, Interim City Attorney

CONSULTANT:

DocuSigned by:

Erica Segel

53BFCC7522544D0...

By: ERICA SEGEL

Title: Owner and Race Director Move Together
LLC

EXHIBIT A INSURANCE LANGUAGE

Without limiting Move Together LLC's indemnification of City, and prior to commencement of work and/or services under this Agreement, Move Together LLC shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

General Liability Insurance. Move Together LLC shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$5,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile Liability Insurance. Move Together LLC shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Move Together LLC arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than 2,000,000 combined single limit for each accident.

Workers' Compensation Insurance. Move Together LLC shall sign the City's Exemption from Workers' Compensation Form.

Move Together LLC shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

Athletic Participant Medical Expense Insurance. Move Together LLC shall obtain and maintain athletic participant medical expense insurance with a \$25,000 limit per participant. This coverage should extend to volunteers, event officials if applicable, and other attendees involved in the event who may not be participants.

Sexual Abuse/Molestation Insurance. Move Together LLC shall procure and maintain sexual abuse and molestation liability coverage in an amount not less than \$500,000 per occurrence. This coverage may be part of commercial general liability coverage, professional liability coverage, or a separate policy.

Participant Race Waiver. Move Together LLC shall include waiving claims against the City of Malibu on all participant race waivers, forms, and documents.

OTHER PROVISIONS OR REQUIREMENTS

Proof of Insurance. Move Together LLC shall provide certificates of insurance and required endorsements to City as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City for the contract period and any additional length of time required thereafter. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of Coverage. Move Together LLC shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work hereunder by Move Together LLC, their agents, representatives, employees, or sub Move Together LLCs.

Primary/Noncontributing. Coverage provided by Move Together LLC shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self- insurance shall be called upon to protect it as a named insured.

City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Move Together LLC or City will withhold amounts sufficient to pay premium from Move Together LLC payments. In the alternative, City may cancel this Agreement.

Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Move Together LLC or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Move Together LLC hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its sub Move Together LLCs.

Enforcement of Contract Provisions (Non Estoppel). Move Together LLC acknowledges and agrees that any actual or alleged failure on the part of the City to inform Move Together LLC of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any

type. If the Move Together LLC maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Move Together LLC. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of Cancellation. Move Together LLC agrees to oblige its insurance agent or broker and insurers to provide the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the Move Together LLC's insurers are unwilling to provide such notice, then Move Together LLC shall have the responsibility of notifying the City immediately in the event of Move Together LLC's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

Additional Insured Status. General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

Prohibition Of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests' provision must apply for all additional insureds ensuring that Move Together LLC's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Move Together LLC agrees to ensure that its sub Move Together LLCs, subcontractors, and any other party who is brought onto or involved in the project/service by Move Together LLC (hereinafter collectively "Subcontractor"), provide the same minimum insurance coverage and endorsements required of Move Together LLC under this Agreement. Move Together LLC agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event Move Together LLC's Subcontractor cannot comply with this requirement, which proof must be submitted to the City, Move Together LLC may still be able to utilize the Subcontractor provided Move Together LLC shall be required to ensure that its Subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Subcontractor's scope of work and services, with limits less than required of the Move Together LLC, but in all other terms consistent with the Move Together LLC's requirements under this Agreement. This provision does not relieve the Move Together LLC of its contractual obligations under the Agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide Move Together LLC with the ability to utilize a Subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Move Together LLC under this Agreement given the limited scope of work or services provided by the

subcontractor. Move Together LLC agrees that upon request, all agreements with Subcontractors, and others engaged in the project and/or services, will be submitted to City for review.

City's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Move Together LLC ninety (90) days' advance written notice of such change. If such a change results in substantial additional costs to the Move Together LLC, the City and Move Together LLC may renegotiate the Move Together LLC's compensation.

Self-Insured Retentions. Any self-insured retentions must be declared to and approved by the City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

Timely Notice Of Claims. Move Together LLC shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Move Together LLC's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance. The Move Together LLC shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

Exemption from Workers' Compensation Form**Agency Name:** City of MalibuDocument Reference: 2024-28 Road Race Agreement with Move Together LLC

(bid, contract, job number, location, etc.)

Work to be performed on premises: x Yes NoNature of work to be performed: Production of a Kids' Run, 5K, 10K, and Half Marathon Race Event within Malibu city limits and outlying areas pursuant to the Road Race Policy #47.**Business Name:** Move Together LLC (DBA Malibu Moves)Contact information (name, telephone, email): Erica Segel
310-745-8231 / erica@malibumoves.comAddress: 30765 Pacific Coast Highway Suite 176, Malibu 90265, CA**Legal Form**

<input type="checkbox"/>	Sole Proprietor	<input type="checkbox"/>	Limited Partnership	<input type="checkbox"/>	General Partnership
<input type="checkbox"/>	Corporation	<input type="checkbox"/>	Business Trust	<input checked="" type="checkbox"/>	Limited Liability Company
<input type="checkbox"/>	Other:				

Acknowledgment:

ES (initial) I am the authorized representative of the Business mentioned above. I warrant that the Business has no employees other than the owners, officers, directors, partners, or other principals who have elected to be exempt from workers' compensation coverage under California law. I further warrant that I understand the requirements of Section 3700 et seq. of the California Labor Code concerning providing workers' compensation coverage for any employees of the Business.

ES (initial) I agree to comply with the code requirements and all other applicable laws and regulations regarding workers' compensation, payroll taxes, FICA, and tax withholding, and similar employment issues. Business agrees to hold the Agency harmless from any loss or liability, which may arise from the Business's failure to comply with any such laws or regulations.

ES (initial) Should the Business or its subcontractors hire employees to perform the work referenced above, the Business or its subcontractor(s) shall obtain workers' compensation insurance and provide proof of the coverage to the Agency.

ES (initial) I understand that this form constitutes a declaration by the Business against its financial interest, relative to any claims it should assert against the Agency under the California workers' compensation or labor laws and serves as an addendum to the agreement.

ES (initial) The Business will defend, indemnify, and hold harmless the Agency from all claims and liability, including workers' compensation claims and any liability that may be asserted or established by any party in the event the Business hires an employee in violation of this addendum.

Certification:

I certify under penalty of perjury under the laws of the State of California that the information provided on this exemption statement is true and accurate.

Signatures:

DocuSigned by:

Erica Segel

53BFCC7522544D0

Business Designee Signature
Erica Segel 6/6/2024_____
Agency Signature_____
Print Name & Date_____
Print Name & Date

EXHIBIT ~~AC~~
INSURANCE LANGUAGE

Without limiting Move Together LLC's indemnification of City, and prior to commencement of work and/or services under this Agreement, Move Together LLC shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

General Liability Insurance. Move Together LLC shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, ~~\$4,000,000~~ \$5,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile Liability Insurance. Move Together LLC shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Move Together LLC arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than 2,000,000 combined single limit for each accident.

~~**Professional Liability (Errors & Omissions) Insurance.** Move Together LLC shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Move Together LLC agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.~~

Workers' Compensation Insurance. Move Together LLC shall sign the City's Exemption from Workers' Compensation Form. ~~maintain Workers' Compensation Insurance (statutory limits) and Employer's Liability insurance (with limits of at least \$1,000,000).~~

Move Together LLC shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

~~**Umbrella or Excess Liability Insurance.** Move Together LLC shall obtain and maintain an umbrella liability insurance policy with a \$2,000,000 limit that will provide bodily injury, personal injury, and property damage liability coverage, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:~~

- ~~• A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason, other than bankruptcy or insolvency of said primary insurer;~~
- ~~• "Pay on behalf of" wording as opposed to "reimbursement";~~
- ~~• Concurrence of effective dates with primary policies.~~

~~Should Move Together LLC obtain and maintain an excess liability policy, such policy shall be~~

~~excess over commercial general liability, automobile liability, and employer's liability policies. Such policy or policies shall include wording that the excess liability policy follows the terms and conditions of the underlying policies.~~

Athletic Participant Medical Expense Insurance. Move Together LLC shall obtain and maintain athletic participant medical expense insurance with a ~~\$100,000~~ \$25,000 limit per participant. This coverage should extend to volunteers, event officials if applicable, and other attendees involved in the event who may not be participants.

Sexual Abuse/Molestation Insurance. Move Together LLC shall procure and maintain sexual abuse and molestation liability coverage in an amount not less than ~~\$500,000~~ 1,000,000 per occurrence, ~~\$2,000,000 general aggregate~~. This coverage may be part of commercial general liability coverage, professional liability coverage, or a separate policy.

Participant Race Waiver. Move Together LLC shall include waiving claims against the City of Malibu on all participant race waivers, forms, and documents.

OTHER PROVISIONS OR REQUIREMENTS

Proof of Insurance. Move Together LLC shall provide certificates of insurance and required endorsements to City as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City for the contract period and any additional length of time required thereafter. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of Coverage. Move Together LLC shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work hereunder by Move Together LLC, their agents, representatives, employees, or sub Move Together LLCs.

Primary/Noncontributing. Coverage provided by Move Together LLC shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self- insurance shall be called upon to protect it as a named insured.

City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Move Together LLC or City will withhold amounts sufficient to pay premium from Move Together LLC payments. In the alternative, City may cancel this Agreement.

Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Move Together LLC or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Move Together LLC hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its sub Move Together LLCs.

Enforcement of Contract Provisions (Non Estoppel). Move Together LLC acknowledges and agrees that any actual or alleged failure on the part of the City to inform Move Together LLC of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Move Together LLC maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Move Together LLC. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of Cancellation. Move Together LLC agrees to oblige its insurance agent or broker and insurers to provide the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the Move Together LLC's insurers are unwilling to provide such notice, then Move Together LLC shall have the responsibility of notifying the City immediately in the event of Move Together LLC's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

Additional Insured Status. General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

Prohibition Of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests' provision must apply for all additional insureds ensuring that Move Together LLC's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Move Together LLC agrees to ensure that its sub Move Together LLCs, subcontractors, and any other party who is brought onto or involved in the project/service by Move Together LLC (hereinafter collectively "Subcontractor"), provide the same minimum insurance coverage and endorsements required of Move Together LLC under this Agreement. Move Together LLC agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event Move Together LLC's Subcontractor cannot comply with this requirement, which proof must be submitted to the City, Move Together LLC may still be able to utilize the Subcontractor provided Move Together LLC shall be required to ensure that its Subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Subcontractor's scope of work and services, with limits less than required of the Move Together LLC, but in all other terms consistent with the Move Together LLC's requirements under this Agreement. This provision does not relieve the Move Together LLC of its contractual obligations under the Agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide Move Together LLC with the ability to utilize a Subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Move Together LLC under this Agreement given the limited scope of work or services provided by the subcontractor. Move Together LLC agrees that upon request, all agreements with Subcontractors, and others engaged in the project and/or services, will be submitted to City for review.

City's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Move Together LLC ninety (90) days' advance written notice of such change. If such a change results in substantial additional costs to the Move Together LLC, the City and Move Together LLC may renegotiate the Move Together LLC's compensation.

Self-Insured Retentions. Any self-insured retentions must be declared to and approved by the City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

Timely Notice Of Claims. Move Together LLC shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Move Together LLC's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance. The Move Together LLC shall also procure and maintain, at its own cost

and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.