

**MASTER OUTDOOR DISTRIBUTED ANTENNA SYSTEM POLE
LICENSE AGREEMENT**

between

**CITY AND COUNTY OF SAN FRANCISCO, by and through its
MUNICIPAL TRANSPORTATION AGENCY,
as Licensor**

and

**GTE MOBILNET, a California limited partnership,
d/b/a VERIZON WIRELESS,
as Licensee**

**FOR THE LICENSED USE OF SFMTA UTILITY POLE(S)
IN SAN FRANCISCO, CALIFORNIA**

November 30, 2014

**ADDENDUM AND AMENDMENT OF MASTER LICENSE
IN RE INSURANCE REQUIREMENTS**

**MASTER OUTDOOR DISTRIBUTED ANTENNA SYSTEM POLE
INSTALLATION LICENSE AGREEMENT**

**ADDENDUM AND AMENDMENT OF MASTER LICENCE
IN RE INSURANCE REQUIREMENTS**

City and Licensee hereby covenant and agree as follows:

As set forth below, the parties agree to amend the insurance requirements of the Master License, which amendments are contained in this Addendum and Amendment of License Agreement in re Insurance Requirements ("Addendum"). Article 20 ("Insurance") of the Master License is therefore deleted and replaced in its entirety with the version of Article 20 set out in this Addendum. Except as expressly provided in this Addendum, no other provision of the Master License is amended hereby.

20. INSURANCE

20.1 Licensee's Insurance.

(a) Licensee shall procure and keep in effect at all times during the Term, at Licensee's cost, insurance in the following amounts and coverages:

(i) Commercial General Liability insurance (including, but not limited to, premises-operations; explosion, collapse and underground hazard; broad form property damage; products/completed operations; contractual liability; independent contractors; personal injury) with limits of at least two million dollars (\$2,000,000) combined single limit for each occurrence.

(ii) Worker's Compensation Insurance with Employer's Liability Limits not less than One Million Dollars (\$1,000,000) each accident.

(iii) Commercial Automobile Liability Insurance with limit not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit for bodily injury and property damage, including owned and non-owned and hired vehicles.

(b) Commercial General Liability and Commercial Automobile Liability Insurance policies shall be endorsed by blanket endorsement of obligations of contract to provide the following:

(i) Name as additional insured the City and County of San Francisco, its officers, agents and employees.

(ii) That such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Master License, and that insurance applies separately to each insured against whom claim is made or suit is brought. Such policies shall also provide for severability of interests and that an act or omission of one of the named insureds which would void or otherwise reduce coverage shall not reduce or void the coverage as to any insured, and shall afford coverage for all claims based on acts, omissions, injury or damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period.

(c) Licensee shall provide the City with not less than thirty (30) days prior notice of cancellation or nonrenewal of any insurance policy required under this Master License.

Notice to City shall be mailed to the address(es) for City set forth in the Basic License Information.

(d) Should any of the required insurance be provided under a claims-made form, Licensee shall maintain such coverage continuously throughout the term hereof and, without lapse, for a period of three (3) years beyond the expiration or termination of this Master License, to the effect that, should occurrences during the Term give rise to claims made after expiration or termination of this Master License, such claims shall be covered by such claims-made policies.

(e) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified above.

(f) Licensee shall deliver to City certificates of insurance and additional insured policy endorsements from insurers in a form satisfactory to City, evidencing the coverages required hereunder, on or before the Commencement Date. If the City tenders a third party claim to Licensee, and Licensee and/or its insurer(s) refuse indemnity, defense or policy coverage, and such claim is litigated, Licensee shall upon the City's request provide the City a copy of the insurance policy or policies at issue. The City shall maintain said policies as confidential and shall produce them only in the course of said litigation under a protective order

(g) Licensee's compliance with the provisions of this Section shall in no way relieve or decrease Licensee's liability under Section 19 (Indemnity), or any other provision of this Master License.

(h) Notwithstanding anything to the contrary in this Master License, City may elect, in City's sole and absolute discretion, to terminate this Master License if Licensee allows any required insurance coverage to lapse by: **(1)** providing Licensee written notice of such lapse; and **(2)** immediately providing written notice of termination if Licensee fails to reinstate the lapsed coverage within three (3) business days of City's notice of such default.

(i) The Licensee's insurance companies must be licensed to do business in the applicable state(s) and must meet or exceed an A.M. Best rating of A-VIII or its equivalent.

(j) All insurance must be in effect before SFMTA will authorize Licensee to install Equipment on any Pole and shall remain in force until such Equipment has been removed from all Poles. Licensee is responsible for determining whether the above minimum insurance coverages are adequate to protect its interests. The above minimum coverages shall not constitute limitations upon Licensee's liability.

(k) Licensee may propose and the SFMTA may accept an alternative insurance program, if that program provides equivalent protections to the City as the insurance requirements set out in this Section, which shall be determined by the SFMTA in its sole and exclusive discretion, in consultation with the City's Risk Manager. The SFMTA's acceptance of an alternate insurance program shall not effect an implied waiver or amendment of any requirement of this Master License. Any amendment of these insurance requirements must be set out in writing as an Addendum and Modification of this Master License, executed in the same manner as this Master License.

20.2 Insurance of Licensee's Property.

Licensee shall be responsible, at its expense, for separately insuring Licensee's Property.

20.3 City's Self Insurance.

Licensee acknowledges that City self-insures against casualty, property damage and public liability risks. City agrees to maintain an adequate program of self-insurance for public liability risks during the Term and shall not be required to carry any third party insurance with respect to the Premises or otherwise.

20.4 Waiver of Subrogation.




Notwithstanding anything to the contrary contained herein, City and Licensee each hereby waives any right of recovery against the other party for any loss or damage sustained by such other party with respect to the Premises or any portion thereof or the contents of the same or any operation therein, whether or not such loss is caused by the fault or negligence of such other party, to the extent such loss or damage is covered by insurance obtained by the Waiving Party under this Master License or is actually covered by insurance obtained by the Waiving Party. Each Waiving Party agrees to cause its insurers to issue appropriate waiver of subrogation rights endorsements to all policies relating to the Building or the Premises; provided, the failure to obtain any such endorsement shall not affect the above waiver.

20.5 Contractor's Liability Insurance.

Licensee shall require that its contractors that install, maintain, repair, replace or otherwise perform work on the Premises have and maintain insurance of the same coverage and amounts as required herein of licensee.

Remainder of this page intentionally left blank.

By the authorized signatures of their respective representatives, the SFMTA and Licensee have executed this Addendum as of the Effective Date of the Master License.

<p><u>CITY/LICENSOR:</u></p> <p>City AND COUNTY OF SAN FRANCISCO, a municipal corporation</p> <p>By:  EDWARD D. REISKIN Director of Transportation</p> <p>APPROVED AS TO FORM:</p> <p>DENNIS J. HERRERA City Attorney</p> <p>By:  11-25-14 Robert K. Stone Deputy City Attorney</p> <p>n:\ptclas2014\1000410\00964630.doc 101614</p>	<p><u>LICENSEE:</u></p> <p>GTE Mobilnet of California Limited Partnership, a California limited partnership, d/b/a Verizon Wireless</p> <p>By: Cellco Partnership Its: General Partner</p> <p>By:  Name: Brian Mecum Title: Area Vice President Network Date: <u>11/30/14</u></p>
---	---