

7.1.15. Insurance. OPAC shall acquire and maintain the insurance coverage and requirements as set forth in Exhibit "I" attached hereto and incorporated herein, by reference. OPAC shall require all service providers at the PAC, such as security and maintenance providers and the like, to obtain workers compensation insurance in minimum coverage amounts required by Florida law and commercial general liability insurance with minimum coverages mutually agreed by the Parties and shall require the Parties to be named as additional insureds on the commercial general liability policy, which shall be noted on a insurance certificate provided to the CITY. OPAC shall require and verify that the service providers' workers' compensation policy is endorsed with a waiver of subrogation in favor of the CITY for all work performed by the service providers, their employees and agents. OPAC shall require such service providers to indemnify, defend and hold harmless OPAC, the CITY, and CRA from and against any and all liability, including attorney's fees at trial and on appeal.

EXHIBIT I**Insurance**

I. Insurance Coverage. OPAC shall obtain and maintain in full force and effect at all times during the Term, the following insurance in form satisfactory to the CITY, with one or more insurers qualified to do business in Florida:

(i) "all-risk" property insurance covering the PAC and its personal property together with the value of any improvements made to, on or within the PAC Site against damage caused by fire or other casualty for the full replacement value of such property and any income in connection therewith, excluding the peril of windstorm which may be insured for probable maximum loss. Probable maximum loss shall be determined by a loss study conducted by a certified engineering firm and shall be acceptable to the CITY. Any deductible shall not exceed \$50,000.00 and any wind percentage deductible shall not exceed five percent (5%), unless such other amounts are approved by the CITY. The CITY shall be specified as a loss payee on such policy.

(ii) commercial general liability insurance, issued on ISO form CG 00 01 or its equivalent, to cover OPAC and the CITY against liability for injury and/or death of any person(s) and for damage to personal property occasioned by or arising out of any construction, condition, use or occupancy of the PAC Site in an amount not less than \$5,000,000 per occurrence, including limits provided by any excess or umbrella policies. The CITY shall be named as an additional insured with CG2026 Additional Insured — designated Person or Organization endorsement, or its equivalent to all commercial general liability policies.

(iii) worker's compensation insurance in accordance with Chapter 440, Florida Statutes & employer's liability insurance with limits of not less than \$1,000,000.00 per occurrence. OPAC shall provide such coverage on a primary basis.

II. Insurance Administration. Annually, and from time to time upon request, OPAC shall provide the CITY with current certificates (including renewal certificates) of insurance evidencing these coverages. Failure by the CITY to request certificates of insurance or to identify deficiencies in coverage from evidence provided will not be construed as a waiver of OPAC's obligation to maintain said insurance. The CITY shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) calendar days prior to the effective date of said action. All insurance policies shall be primary and issued by companies with a Financial Rating of "A-" or better and a Financial Size Category of "Class V" or higher according to the most current edition of Best's Insurance Reports, who are licensed and authorized to do business under the laws of the State of Florida or in the case of surplus carriers must meet the requirements specified in Section 626.915, Florida Statutes.

Every five (5) years the Parties shall, in good faith negotiate whether there should be increases/decreases (and if so, the amount thereof) in the amounts of liability insurance required

hereunder. If the Parties are unable to agree, the matter shall be resolved by binding mediation. One (1) mediator selected by mutual agreement of the Parties shall hear the mediation. If the Parties cannot agree on a mediator, then either party may seek to have the mediator selected by the American Arbitration Association and the decision of the American Arbitration Association as to the appointment of the mediator shall be binding on the Parties. The site of the mediation shall be Orange County, Florida.

III. Waiver of Subrogation. OPAC hereby agrees to waive subrogation which any insurer of OPAC may acquire by virtue of the payment of any loss. OPAC agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The workers' compensation policy shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by OPAC, its employees, agents, Prime Contractor, Design Professionals, and Consultants.