

**AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
HOLY FAMILY CATHOLIC SCHOOLS, DUBUQUE, IOWA**

Whereas, Holy Family Catholic Schools, Dubuque, Iowa (Holy Family) operates Wahlert High School; and

Whereas, Holy Family is interested in adopting a watershed along the upper Bee Branch Creek for students at Wahlert High School, to allow students to participate in cleanup activities and water quality monitoring on property owned by the City of Dubuque (City); and

Whereas, City is willing to grant permission to Holy Family and the Wahlert students to participate in such cleanup activities and water quality monitoring, subject to the terms and conditions set forth here.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

SECTION 1. Permission is hereby granted to Holy Families Catholic Schools to enter upon the property of the City of Dubuque shown on Exhibit A attached hereto for the purpose of cleanup activities and water quality monitoring (the Property).

SECTION 2. The term of this Agreement is from April 1, 2016 until terminated by the parties. Either party may terminate this Agreement by providing thirty days written notice of termination to the other party.

SECTION 3. Holy Family Catholic Schools agrees:

(1) To defend, indemnify and hold harmless City, its agents, officers and employees, from and against any and all claims for injury or damages to persons or property arising out of or caused by the use of the Property.

(2) Upon receipt of notice from the City to defend at its own expense City, its agents, officers and employees from any action or proceeding against City, its agents, officers or employees arising out of or caused by the use of the Property. The undersigned agrees that a judgment obtained in any such action or proceeding shall be conclusive in any action by City, its agents, officers or employees against the undersigned, when so notified as to the undersigned's cause of the injury or damage, as to the liability of City, its agents, officers and employees to the plaintiff in the first named action, and as to the amount of the damage or injury. City, its agents, officers and employees may maintain an action

against the undersigned to recover the amount of the judgment together with all the expenses incurred by City, its agents, officers and employees in the action.

SECTION 4. Holy Family Catholic Schools agrees to provide insurance as required by the attached Insurance Schedule at all times during the term of this Agreement.

CITY OF DUBUQUE, IOWA

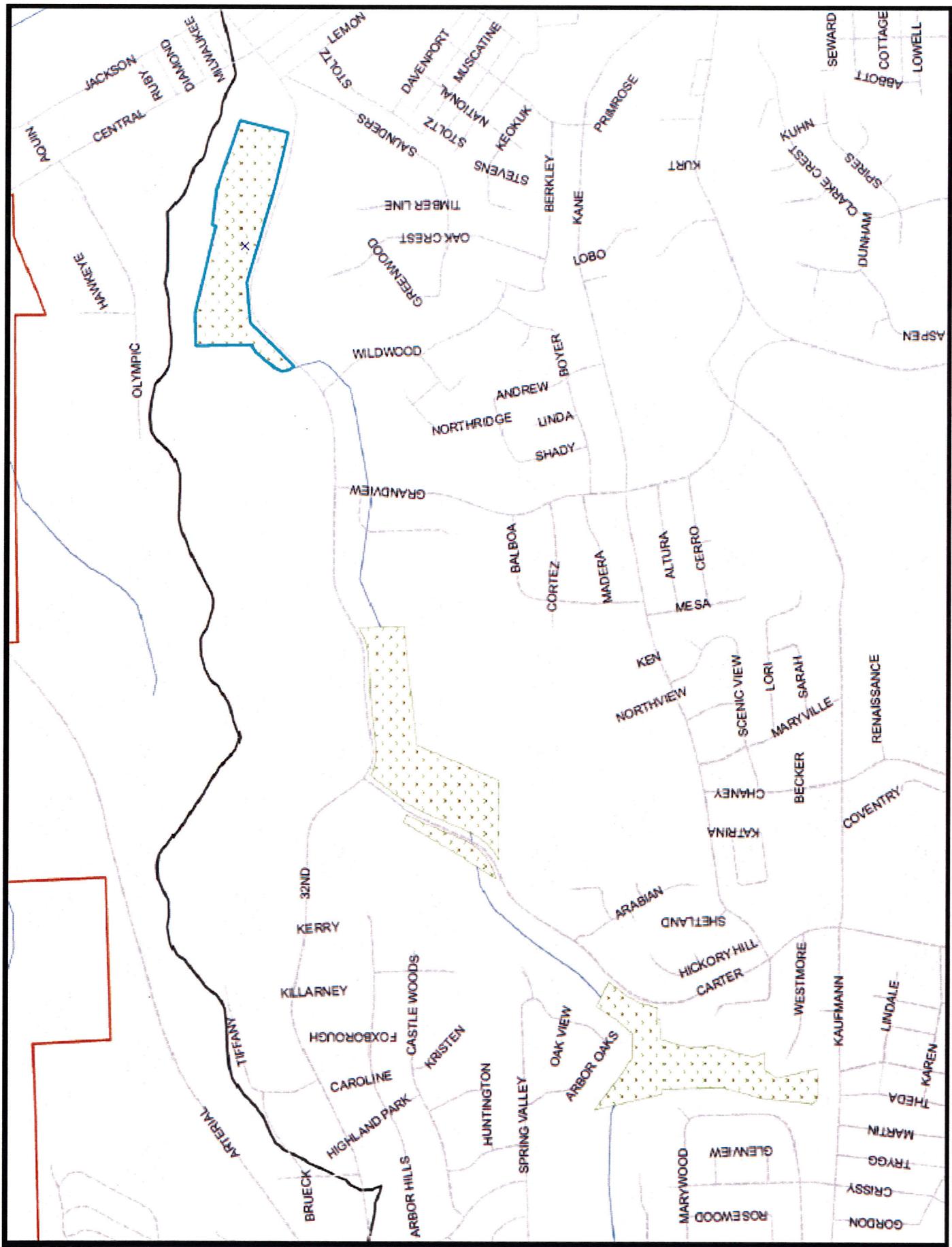
By: _____
Michael C. Van Milligen
City Manager

**HOLY FAMILY CATHOLIC SCHOOLS,
DUBUQUE, IOWA**

By: 

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EXHIBIT A
THE PROPERTY



INSURANCE SCHEDULE A

**City of Dubuque Insurance Requirements for Tenants and Lessees of City Property or
Vendors (Suppliers, Service Providers), or Right of Way Permit Holders**

Insurance Schedule A

1. _____ shall furnish a signed Certificate of Insurance (COI) to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to contract or lease commencement. All lessees of City property and Right of Way Permit Holders shall submit an updated COI annually. Each Certificate shall be prepared on the most current ACORD form approved by the Department of Insurance or an equivalent. Each certificate shall include a statement under Description of Operations as to why issued. Eg: Project # _____ or Lease of premises at _____ or construction of _____. _____ or right of way permitted location and description _____.
2. All policies of insurance required hereunder shall be with a carrier authorized to do business in Iowa and all carriers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each Certificate shall be furnished to the contracting department of the City of Dubuque.
4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. All required endorsements to various policies shall be attached to Certificate of insurance.
6. Whenever a specific ISO form is listed, an equivalent form may be substituted subject to the provider identifying and listing in writing all deviations and exclusions that differ from the ISO form.
7. Provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I.
8. Whenever an ISO form is referenced the current edition of the form must be used. If provider's limits of liability are higher than the required minimum limits then the provider's limits shall be this agreement's required limits.

**City of Dubuque Insurance Requirements for Tenants and Lessees of City Property or
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Insurance Schedule A (continued)

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

- a) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG0001 or business owners form BP0002. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 0002, shall be clearly identified.
- b) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
- c) Include endorsement indicating that coverage is primary and non-contributory.
- d) Include endorsement to preserve Governmental Immunity. (Sample attached).
- e) Include an endorsement that deletes any fellow employee exclusion.
- f) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
- g) If vendor utilizes Trikkes or Segways in the conduct of business, include an endorsement reflecting that these vehicles are not excluded from Commercial General Liability coverage.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85 as amended.

Coverage A	Statutory—State of Iowa
Coverage B	Employers Liability
	Each Accident \$100,000
	Each Employee-Disease \$100,000
	Policy Limit-Disease \$500,000

Policy shall include an endorsement providing a waiver of subrogation to the City of Dubuque.

C) Pollution Liability Coverage required: yes no

Pollution Liability coverage shall be required if lessee has any pollution exposures including abatement of hazardous or contaminated materials including, but not limited to, petroleum products, the removal of lead, asbestos, or PCB's. Pollution product and complete operations coverage shall also be covered.

\$2,000,000 each occurrence
\$4,000,000 policy aggregate

- a) Policy to include premises and transportation coverage.
- b) Include additional insured as stated in Af above.
- c) Include preservation of governmental immunity as stated in Ad above.
- d) Provide evidence of coverage for 5 years after completion of project.

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Preservation of Governmental Immunities Endorsement

1. **Nonwaiver of Governmental Immunity.** The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. **Claims Coverage.** The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. **Assertion of Government Immunity.** The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.
4. **Non-Denial of Coverage.** The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN