

This instrument prepared by (and return to):

W. Lee Dobbins

Dean, Mead, Minton & Moore

1903 S. 25th Street, Suite 200

Fort Pierce, FL 34947

**INTERLOCAL AGREEMENT TO PROVIDE FOR
THE OPERATION AND MAINTENANCE OF
THE STORMWATER MANAGEMENT SYSTEM FOR WYLDER PARKWAY**

This Interlocal Agreement to Provide for the Operation and Maintenance of the Stormwater Management System for Wylder Parkway (“Stormwater Agreement”) is entered into as of this 5th day of August, 2024, by and between the **CITY OF PORT ST, LUCIE, FLORIDA**, a Florida municipal corporation (the “City”) and **LTC RANCH WEST RESIDENTIAL COMMUNITY DEVELOPMENT DISTRICT** (the “District”), a community development district organized and existing under Chapter 190, Florida Statutes.

RECITALS

A. The District was established pursuant to Chapter 190, Florida Statutes, by City of Port St. Lucie Ordinance No. 21-53, enacted by the City Council on June 14, 2021, and the boundaries of the District were expanded by Ordinance No. 22-74, enacted by the City Council on August 22, 2022 (collectively the “Wylder Ordinances”) for the purposes of planning, financing, constructing, operating, and maintaining certain infrastructure benefitting the lands within the District’s boundaries, including but not limited to infrastructure to provide stormwater management.

B. The lands within the boundaries of the District are contiguous and are being developed as the residential Planned Unit Development known as LTC Ranch (West) Residential PUD and referred to herein as “Wylder.”

C. A City public arterial road right-of-way road known as “Wylder Parkway” lies within the boundaries of Wylder and the District. Phase I of Wylder Parkway has been constructed; however, Phase II of Wylder Parkway has not yet been constructed and is currently under design review. Wylder Parkway is described in more detail on **Exhibit “A”** hereto. There will be a stormwater management system that serves Wylder Parkway (the “Wylder Parkway System”).

D. The District desires to connect stormwater drainage pipes to the Wylder Parkway System in order to serve Wylder Parkway together with other lands within Wylder and commingle the roadway stormwater drainage from the other areas of Wylder and the District with the Wylder Parkway System.

E. In light of the commingling of the Wylder Parkway drainage system with the system connections serving the other lands within Wylder and the District, City requires the District to assume the City’s responsibilities to operate and maintain the Wylder Parkway System.

F. In accordance with Section 190.012(1)(g), Florida Statutes and the Wylder Ordinances, the District is authorized to exercise its special powers to operate and maintain public infrastructure, including infrastructure for stormwater management, for the benefit of the lands lying within the boundaries of the District.

G. The Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, permits local governmental units to make the most efficient use of their respective powers by enabling them to cooperate with one another on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

H. The City and the District have determined that they should enter into an interlocal agreement governing the operation and maintenance of the Wylder Parkway System as set forth more specifically herein.

NOW, THEREFORE, in consideration of the mutual advantages accruing to the parties, the City and the District hereby agree as follows:

1. Recitations; Authority.

The recitations and findings set forth in the above Recitals are true and correct and are incorporated herein by reference. This Stormwater Agreement is entered into pursuant to the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes.

2. Description of Wylder Parkway System. The Wylder Parkway System is the drainage infrastructure depicted on the approved construction plans attached as **Exhibit “B”**, as such plans are amended from time to time by the City of Port St. Lucie (“Approved Construction Plans”).

3. District Responsibilities.

a. The District shall be responsible for operating, maintaining, and administering the Wylder Parkway System, including but not limited to the following:

- (i) Maintaining swales, drainage infrastructure, conveyance channels, and waterways to ensure proper functioning of the stormwater management system in accordance with the design criteria set forth within all applicable South Florida Water Management District (“SFWMD”) surface water management permits, Port St. Lucie Public Works permits, and any other permits required for the Wylder Parkway System (“Permits”);
- (ii) Maintaining berms and drainage divides to assure structural integrity;
- (iii) Operating and maintaining stormwater control structures, and all aspects of the Wylder Parkway roadway drainage infrastructure in accordance with the

Permits, including managing allowable discharges from, and the storage of stormwater within, the Wylder Parkway System;

- (iv) Analyzing and reporting water quality sampling as required by the Permits;
- (v) Managing wetlands and preserve areas for water quality enhancement purposes in accordance with the Permits;
- (vi) Complying with all water quality standards imposed by all applicable governmental bodies, agencies, and special districts having authority within the boundaries of the District; and
- (vii) Providing for the storage and conveyance of stormwater through the Wylder Parkway System in accordance with the Permits.

b. The District shall have sole responsibility for maintaining the Wylder Parkway System and the City shall have no responsibility for maintaining same. If the District does not properly maintain the Wylder Parkway System, the City may give the District written notice thereof, whereupon the District shall have forty-five (45) days after receipt of such written notice to cure such violation, or if such violation cannot be reasonably cured within such forty-five (45) day period, then the District shall commence to cure such violation within such forty-five (45) day period, and shall thereafter proceed to complete such cure. Notwithstanding, the forty-five (45) day notice and cure period shall not be applicable to emergency circumstances, as defined below. If the District does not cure or commence to cure such violation as required within the foregoing period or does not diligently proceed to complete such cure within a reasonable period of time then the City shall have the right, but not the obligation, to conduct maintenance activities and be reimbursed the actual and reasonable expenses of those services from the District.

For purposes of this subparagraph “emergency circumstances” shall mean blocked drainage, damaged drainage pipe or drainage structure causing flooding of the roadway, sink hole, or eroded roadway embankment, if such condition poses a life safety risk, or any other condition that poses a life safety risk. In the event of emergency circumstances, the District within 48 hours of receiving written notice of such emergency circumstance from the City, shall notify the City of the District’s plans and timeframe to alleviate the emergency circumstances. The foregoing notice of emergency circumstance from the City shall state that the City believes that an emergency circumstance exists and shall identify the nature of such emergency circumstance with sufficient specificity for the District to plan an appropriate response to correct the emergency circumstance. If the District’s plan or timeframe is unacceptable to properly or timely mitigate the emergency circumstance (in the sole discretion of the City), the City may make any necessary repairs and be reimbursed for the actual and reasonable costs of such repairs from the District.

c. Before commencing any type of digging, drilling, excavation or other work below the ground surface, District shall, and as required by law, determine if any underground utility infrastructure exists within the location where such below-ground activity is expected to occur. All design, construction, repair and maintenance of facilities and improvements made in conjunction with this Agreement shall adhere to the Approved Construction Plans.

d. To avoid interference with use of Wylder Parkway, the District shall follow all applicable City requirements and standards for maintenance of traffic flow. Furthermore, the District shall not perform any construction or maintenance of the Wylder Parkway System that would require re-routing of traffic or a road closure on Wylder Parkway, until approved in writing by City, which approval will not be unreasonably withheld or delayed. In the event of emergency circumstances as defined above, the District shall not be required to obtain such approval from the City, but shall give the City notice of the work being performed to resolve such emergency circumstances.

e. Stormwater drainage from the Wylder Parkway System may be commingled with stormwater drainage from other land located within the boundaries of Wylder and the District for the purposes of managing such stormwater drainage, provided that the District operates, maintains and administers the Wylder Parkway System in accordance with this Stormwater Agreement.

f. To the extent permitted by law, the District shall indemnify, defend, save, and hold harmless the City, its elected officers, agents, servants, representatives, and employees, from and against any and all claims, demands, suits, losses, and liabilities of any nature whatsoever, including but not limited to reasonable attorney's fees and other litigation expenses, arising out of, because of, or due to any misconduct, negligent act, error, or omission of the District, its elected officers, agents, servants, representatives, or employees, in the performance of this Stormwater Agreement. Nothing in this Stormwater Agreement shall be deemed a waiver of immunity or limits of liability of either the District or the City beyond any statutory limited waiver of immunity or limits of liability contained in Section 768.28, Florida Statutes, as amended, or any other statute. Nothing in this Stormwater Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

g. The District is required to maintain Insurance as outlined in **Exhibit "C"**.

4. Miscellaneous Provisions.

a. Right to Inspect Retained. The City has the right, at all times, to inspect or otherwise evaluate the Wylder Parkway System. The City's observations, inspections and/or evaluations of the Wylder Parkway System shall not relieve the District from its responsibility for maintenance of the Wylder Parkway System in good and operational condition and repair in accordance with this Stormwater Agreement.

b. Term. The term of this Stormwater Agreement shall commence upon the Effective Date as defined below and shall extend in perpetuity, provided, however, that either party shall have the right to terminate this Stormwater Agreement, with or without cause, by written notice provided not less than six (6) months prior to the date of such termination. Should the District terminate this Agreement, District shall be responsible for the cost of design, constructing and inspecting a revised drainage system to separate the drainage systems that have been commingled pursuant to this Agreement, including but not limited obtaining all necessary easements or property

rights to facilitate implementation of the revised drainage system, if such separate drainage system is required in order to comply with SFWMD stormwater permitting requirements. Additionally, if such separate drainage system is required, as set forth above, then the District will remain responsible for all obligations under this Agreement until such revised drainage system is constructed, turned over and operational for City use, despite the foregoing six (6) month notice period elapsing.

c. Resolution of Disputes. Prior to initiating litigation regarding any dispute arising under this Stormwater Agreement, the parties shall submit the dispute to the conflict resolution procedures provided by the Florida Governmental Conflict Resolution Act, Chapter 164, Florida Statutes.

d. Jury Waiver Provision. In the event it is necessary for either party to initiate legal action regarding this Stormwater Agreement, venue shall be in the Nineteenth Judicial Circuit in and for St. Lucie County, Florida, for claims under state law, and in the Southern District of Florida for claims justiciable in federal court. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS STORMWATER AGREEMENT. This Paragraph shall survive the termination of this Stormwater Agreement.

e. Reservation of Rights. By entering into this Stormwater Agreement, the District is not waiving any right to receive rebates, refunds, discounts or credits against stormwater utility fees assessed by the City on land located within the District (to the extent that such rebates, refunds, discounts or credits may become available to the District in the future), or to challenge the validity or amount of any stormwater utility fees assessed against land located within the District, and the District hereby reserves all such rights, if any, at law or in equity.

f. Notices. Any notice, demand, direction, request, or other instrument authorized or required by this Stormwater Agreement to be given to or filed with a party shall be deemed to have been sufficiently given or filed for all purposes of this Stormwater Agreement if and when personally delivered (including by any over-night delivery service) with receipt obtained, or sent by certified United States mail, return receipt requested, addressed to the applicable party as follows:

To the City:

City Manager
City of Port St. Lucie
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

With a copy to:

City Attorney
City of Port St. Lucie
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

And with a copy to:
City Clerk
City of Port St. Lucie
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

To the District:
District Manager
LTC Ranch West Residential Community Development District
c/o Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, FL 33614
Attn.: Brian Mendes

With a copy to;
Foley & Lardner LLP
1 Independent Drive, Ste 1300
Jacksonville, FL 32202
Attn: N. Vincent Pulignano III, Esq

And with a copy to :
Kutak Rock, LLP
107 W. College Avenue
Tallahassee, FL 32301
Attn : Jonathan T. Johnson

Either of the parties may, by notice sent to the other party, designate a different or additional address to which notices under this Stormwater Agreement are to be sent.

g. Entire Agreement; Amendment. This Stormwater Agreement contains the entire agreement of the parties on the subjects addressed herein; supersedes all prior and contemporaneous communications, agreements, representations, and understandings with respect to such subjects; and no representation, inducement, promise, or agreement, oral or otherwise with respect to such subjects, between the parties not embodied in this Stormwater Agreement shall be of any force or effect. No amendment to this Stormwater Agreement shall be binding unless in writing, executed by both parties, and filed with the Clerk of the Circuit Court of St. Lucie County, Florida, for recording in the public records of the County.

h. Counterparts. This Stormwater Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. A copy of such signature received through electronic transmission shall bind the party whose signature is so received as if such signature were an original. In making proof of this Stormwater Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

i. Cooperation. Whenever any review or approval is required from a party, such party agrees that the required review or approval will be promptly conducted and concluded. Moreover, each party agrees that it will act reasonably in exercising its review and approval functions under this Stormwater Agreement and that no approval shall be unreasonably delayed or withheld.

j. Rights Cumulative. All rights, powers, remedies, benefits, and privileges available to any party under this Stormwater Agreement are in addition to and cumulative of any and all rights, powers, remedies, benefits, and privileges available to such party at law and in equity.

k. Beneficiaries. This Stormwater Agreement has been entered into for the sole benefit and protection of the parties hereto and no other person or entity shall have any right of action under or by reason of this Stormwater Agreement.

l. Severability. This Stormwater Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. If any provision of this Stormwater Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Stormwater Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

m. Records. The District and the City shall allow public access to any documents, papers, letters, and other materials made or received by them in conjunction with this Stormwater Agreement, to the extent that such public access is required in order to comply with the provisions of Chapter 119, Florida Statutes.

n. Assignment. The rights of the District under this Stormwater Agreement may not be assigned in whole or in part without the prior written consent of the City, which consent shall not be unreasonably withheld.

o. Filing. This Stormwater Agreement shall be filed with the Clerk of the Circuit Court of St. Lucie County, Florida, for recording in the public records of the County.

p. Effective Date. This Stormwater Agreement shall be deemed effective as of the date the last party hereto signs it (the "Effective Date"). This Stormwater Agreement must be fully executed prior to recordation.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Stormwater Agreement by their duly authorized officials on the dates stated below.

[Signatures on following pages]

Approved _____, 20__

ATTEST:

CITY OF PORT ST. LUCIE, FLORIDA,
by its City Council

By: _____
SALLY WALSH
City Clerk

By: _____
SHANNON MARTIN, Mayor

APPROVED AS TO FORM AND
CORRECTNESS:

By: _____

Print Name: _____
City Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization this ___ day of _____, 20__, by Shannon Martin, as
Mayor of the City of Port St. Lucie, Florida. She: is personally known to me, or has produced
_____ as identification.


[Notary Seal]

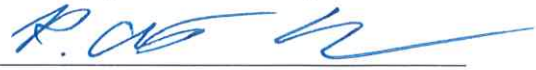
Notary Public-State of Florida
Print Name: _____
Commission No.: _____
My commission expires: _____

Approved August 5, 2024

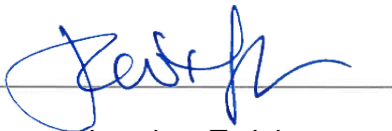
ATTEST:

**LTC RANCH WEST RESIDENTIAL
COMMUNITY DEVELOPMENT
DISTRICT**, by its Board of Supervisors

By: 
Print Name: Benjamin Meyers
Secretary/Assistant Secretary

By: 
Print Name: R. Austin Burr
Chairman/Vice-Chairman


APPROVED AS TO FORM AND
CORRECTNESS:

By: 
Print Name: Jonathan T. Johnson
Attorney for LTC Ranch West
Residential Community
Development District

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization this 5th day of August, 2024 by Austin Burr, as
Chairman/Vice-Chairman of the Board of Supervisors of LTC Ranch West Residential Commu-
nity Development District. He/she: is personally known to me, or has produced
_____ as identification.

[Notary Seal]


Notary Public-State of Florida
Print Name: Brian Mendes
Commission No.: HH490093
My commission expires: 02/07/2028



BRIAN MENDES
Notary Public
State of Florida
Comm# HH490093
Expires 2/7/2028



BRIAN MENDES
Notary Public
State of Florida
Comm# HH490093
Expires 2/7/2028

EXHIBIT "A"
LEGAL DESCRIPTION FOR WYLDER PARKWAY

Tract "RW" LTC Ranch West Phase 1, as recorded in Plat Book 111, Pages 1 through 23, Public Records of St. Lucie County, Florida.

Tract "RW", as shown on the approved preliminary plat of LTC Ranch – Wylder Parkway Phase 2, City of Port St. Lucie Project No P23-132.

EXHIBIT "B"
APPROVED CONSTRUCTION PLANS
FOR WYLDER PARKWAY DRAINAGE INFRASTRUCTURE

A complete set of the approved construction plans for Wylder Parkway, including related drainage infrastructure plans, is on record with the City Building Department.



DATE	BY	REVISIONS
8/23/21	SM	APPROVED
8/23/21	EB	SET/VALD
8/23/21	EB	CHKD
8/23/21	EB	DESIGNED

DATE	BY	REVISIONS
8/23/21	SM	APPROVED
8/23/21	EB	SET/VALD
8/23/21	EB	CHKD
8/23/21	EB	DESIGNED

DATE	BY	REVISIONS
8/23/21	SM	APPROVED
8/23/21	EB	SET/VALD
8/23/21	EB	CHKD
8/23/21	EB	DESIGNED

CULPEPPER & TERPENING INC.
 2880 SOUTH 28th STREET • FORT WORTH, FLORIDA 38617
 PROJECT: LTC RANCH WYLDER PARKWAY
 STATE OF FLORIDA: BOARD OF PROFESSIONAL ENGINEERS REGISTRATION NO. 10000

LTC RANCH-WYLDER PARKWAY DESIGN PLAN
DRAINAGE MAP

DATE: 8/23/21
 SCALE: 1" = 50'
 SHEET: 3 of 32



FLSHD PROJECT NO. 11-642-001
 CITY OF PALM BEACH PROJECT NO. 69-008
 CITY OF FSI PROJECT NO. P20-003

DATE	BY	DESCRIPTION
10/20/22	AA	DESIGNED
10/20/22	MM	CHECKED
10/20/22	MM	DATE
10/20/22	MM	DATE
10/20/22	MM	DATE
10/20/22	MM	DATE
10/20/22	MM	DATE

DATE	BY	DESCRIPTION
10/20/22	AA	DESIGNED
10/20/22	MM	CHECKED
10/20/22	MM	DATE
10/20/22	MM	DATE
10/20/22	MM	DATE
10/20/22	MM	DATE
10/20/22	MM	DATE

DATE: 10/20/22
 SCALE: 1"=500'
 APP. NO.: 20-136
 SHEET: 6 of 48

LTC RANCH-WYLDER PARKWAY
 DRAINAGE MAP

CULPEPPER & TERPENING INC.
 3900 SOUTH 28th STREET • FORT PIERCE, FLORIDA 34981
 PHONE: 888-288-2888 FAX: 888-288-2888
 STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS REGISTRATION NO. 12088

DATE: 10/20/22
 SCALE: 1"=500'
 APP. NO.: 20-136
 SHEET: 6 of 48



FSLDSD PROJECT NO. 11-642-021
 CITY OF FORT MYERS PROJECT NO. 659-026
 CITY OF FSI PROJECT NO. P23-065

LTC RANCH-WYLDER PARKWAY
DRAINAGE MAP

DESIGNED BY	DATE
AA	10/05/22
MM	10/05/22
MM	10/05/22
MM	10/05/22
MM	10/05/22
MM	10/05/22
MM	10/05/22
MM	10/05/22

REVISIONS	BY	DATE

CULPPER & TERPENING INC.
 3900 SOUTH 28th STREET • FORT MYERS, FLORIDA 33901
 PHONE: 888-442-2222 FAX: 239-939-0400
 STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS REGISTRATION BOARD

DATE	BY	FIELD BK/P/C

DATE	BY

EXHIBIT "C"
INSURANCE

Prior to any entry upon the Licensed Premises, District shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. District is responsible for ensuring that all contractors or subcontractors performing work relating to this Agreement have policies of insurance reflecting the coverage set forth below:

- i. Workers' Compensation Insurance & Employer's Liability: District or its contractors or subcontractors shall maintain Workers' Compensation Insurance & Employers' Liability in accordance with Chapter 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis.
- ii. Commercial General Liability Insurance: District or its contractors or subcontractors shall maintain Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Medical expense	\$10,000 any 1 person

- iii. Additional Insured: An Additional Insured endorsement must be attached to the certificate of insurance and must include coverage for on-going and Completed Operations (should be ISO CG2037 & CG2010) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of completion of any improvements or repairs made pursuant to this Agreement. Coverage is to be written on an occurrence form basis. Coverage shall apply on a primary and non-contributory basis. Defense costs are to be in addition to the limit of liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. No exclusion for bodily injury/property damage arising out of heat, smoke, fumes, or hostile fire shall apply. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests' provision as provided under the standard ISO form separation of insurers clause.
- iv. Certificate of Insurance: Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by this Agreement has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy. The name for the Additional Insured endorsement issued by the insurer shall read "City of Port St. Lucie, a municipality of the State of Florida, its officers,

employees and agents.”. The Policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Agreement to exceed the above limits, District shall be required, upon receipt of thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. In the event that District is unable to obtain such coverage, District shall have the right to terminate this Agreement. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance.

- v. Automobile Liability Insurance: District or its contractors or subcontractors shall maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event District does not own any automobiles; the Business Auto Liability requirement shall be amended allowing District to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary non-contributory basis.
- vi. Waiver of Subrogation: District or its contractors or subcontractors shall agree to a Waiver of Subrogation for each required policy. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should District or its contractors or subcontractors enter into such a Contract on a pre-loss basis.
- vii. Deductibles: All deductible amounts shall be paid for and be the responsibility of the District or its contractors or subcontractors for any and all claims under this Agreement.

It shall be the responsibility of District to ensure that all independent contractors and/subcontractors comply with the insurance requirements as listed herein, including Products & Completed Operations coverage for a minimum of five (5) years from the date of completion of any improvements or repairs made pursuant to this Agreement. It will be the responsibility of District to obtain Certificates of Insurance from all contractors and subcontractors listing the City as an Additional Insured. If a contractor, independent contractor or subcontractor maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by contractor/independent contractor/subcontractor.

All insurance carriers must have an AM Best rating of at least A:VII or better.