

RESOLUTION NO. 2022-R _____

A RESOLUTION OF THE CITY OF CULVER CITY, CALIFORNIA
REVISING STANDARD CONDITIONS OF APPROVAL FOR
WIRELESS ENCROACHMENT PERMITS TO INSTALL
WIRELESS FACILITIES IN THE PUBLIC RIGHTS-OF-WAY
PURSUANT TO CULVER CITY MUNICIPAL CODE SECTION
11.20.065.H.1; FINDING SUCH AMENDMENTS TO BE EXEMPT
FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT
(CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15061
(b)(3)

WHEREAS, Section 11.20.065 of the Culver City Municipal Code (CCMC) governs the permitting, installation, and regulation of wireless facilities in the City's public rights-of-way (PROW); and

WHEREAS, CCMC Section 11.20.065.H requires that the City Council adopt standard conditions of approval applicable to all wireless facilities in the PROW, which may be modified by the approving authority on a case-by-case basis; and

WHEREAS, on December 10, 2018, the City Council approved Resolution No. 2018-R019, adopting the current *Standard Conditions of Approval* applicable to wireless facilities ("Standard Conditions"); and

WHEREAS, the City Council wishes to revise the current Standard Conditions; and

WHEREAS, on February 28, 2022, the City Council conducted a duly noticed public meeting and received testimony from City staff and all interested parties regarding the proposed revisions to the current Standard Conditions; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA), the City Council determined the amendments to the Standard Conditions are exempt from CEQA, as set forth in this Resolution; and

WHEREAS, all legal prerequisites to the adoption of the Resolution have occurred.

NOW, THEREFORE, the City Council of the City of Culver City, California, **DOES HEREBY RESOLVE** as follows:

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2 **SECTION 1. Findings.** The foregoing Recitals are adopted as findings of the City
3 Council as though fully set forth within the body of this Resolution.

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5 **SECTION 2. Definitions.** The definitions set forth in CCMC Section 11.20.065
6 are incorporated by reference into this Resolution.

7
8 **SECTION 3. Standard Conditions of Approval for all Wireless Facilities in the**
9 **Public Rights-of-Way.** In addition to any supplemental conditions imposed by the approving
10 authority, all wireless encroachment permits shall be subject to the following conditions, unless
11 modified by the approving authority:

12 a. *Code Compliance.* The permittee shall at all times maintain
13 compliance with all applicable federal, state and local laws, regulations and other
14 rules, including, without limitation, those applying to use of public rights-of-way.

15 b. *Permit Duration.* A wireless encroachment permit shall be
16 valid for a period of ten (10) years, unless pursuant to another provision of the
17 Code or these conditions, it expires sooner or is terminated. At the end of ten
18 (10) years from the date of issuance, such Permit shall automatically expire,
19 unless an extension or renewal has been granted. A person holding a wireless
20 encroachment permit must either (i) remove the facility within thirty (30) days
21 following the permit's expiration (provided that any involved support structure that
22 is not owned by the person holding the expiring permit need not be removed, but
23 must be restored to its prior condition, except as specifically permitted by the
24 City); or (ii) at least ninety (90) days prior to expiration, submit an application to
25 renew the permit, which application must, among all other requirements,
26 demonstrate that the wireless facility will comply with then-current wireless
27 regulations. The wireless facility may remain in place until the renewal
28 application is acted upon by the City and all appeals from the City's decision
exhausted.

 c. *Timing of Installation.* The installation and construction
authorized by a wireless encroachment permit shall begin within one (1) year
after its approval, or it will expire without further action by the City. The
installation and construction authorized by a wireless encroachment permit shall
conclude, including any necessary post-installation repairs and/or restoration to
the public rights-of-way, within sixty (60) days following the day construction

commenced, unless the Public Works Director / City Engineer grants an extension, which extension shall not be more than sixty (60) additional days.

d. *Commencement of Operations.* The operation of the approved facility shall commence no later than three (3) months after the completion of installation, or the wireless encroachment permit will expire without further action by the City.

e. *As-Built Drawings.* The Permittee shall submit an as-built drawing within ninety (90) days after installation of the facility. As-builts shall be in an electronic format acceptable to the City.

f. *Inspections; Emergencies.* The City or its designee may enter onto the facility area to inspect the facility upon 48 hours prior notice to the permittee. The permittee shall cooperate with all inspections and may be present for any inspection of its facility by the City. The City reserves the right to enter or direct its designee to enter the facility and support, repair, disable, or remove any elements of the facility in emergencies or when the facility threatens imminent harm to persons or property. Permittee shall reimburse the City for any costs the City incurs related to emergency support, repairs, disabling, or removal of permittee's facilities. The City shall make an effort to contact the permittee prior to disabling or removing any facility elements, but in any case shall notify permittee within one (1) business day of doing so.

g. *Contact.* The permittee shall at all times maintain accurate contact information for all parties responsible for the facility, which shall include a phone number, street mailing address and email address for at least one natural person.

h. *Insurance.* Permittee and any contractors used by Permittee to install permitted wireless facilities in the PROW shall comply with the insurance requirements attached to this Resolution, as Exhibit A, throughout the term of any permits issued by the City allowing the installation of, permitting or regulating such wireless facilities. The City Manager or their designee shall have the authority and discretion to increase the scope or dollar amount of coverage required under any of the policies described in Exhibit A, or may require different or additional coverages, upon prior written notice to Permittee and/or Permittee's contractors. In addition, the City Manager or their designee shall have the authority to waive one or more of the coverages listed in Exhibit A. This waiver must be express and in writing, and will only be made upon a showing by the Permittee and/or Permittee's contractor that its operations in and with respect to the City are not such as to impose liability within the scope of that particular coverage.

i. *Indemnities.* The permittee and, if applicable, the owner of the property upon which the wireless facility is installed shall defend, indemnify and hold harmless the City, its agents, officers, officials, and employees (i) from

1 any and all damages, liabilities, injuries, losses, costs, and expenses, and from
2 any and all claims, demands, law suits, writs of mandamus, and other actions or
3 proceedings brought against the city or its agents, officers, officials, or
4 employees to challenge, attack, seek to modify, set aside, void or annul the city's
5 approval of the permit, and (ii) from any and all damages, liabilities, injuries,
6 losses, costs, and expenses, and any and all claims, demands, law suits, or
7 causes of action and other actions or proceedings of any kind or form, whether
8 for personal injury, death or property damage, arising out of or in connection with
9 the activities or performance of the permittee or, if applicable, the private property
10 owner or any of each one's agents, employees, licensees, contractors,
11 subcontractors, or independent contractors. . In the event the city becomes
12 aware of any such actions or claims the city shall promptly notify the permittee
13 and, if applicable, the private property owner and shall reasonably cooperate in
14 the defense. The City shall have the right to approve, which approval shall not be
15 unreasonably withheld, the legal counsel providing the City's defense, and the
16 property owner and/or permittee (as applicable) shall reimburse City for any
17 costs and expenses directly and necessarily incurred by the City in the course of
18 the defense.

12 j. *Performance Bond.* Prior to issuance of a wireless
13 encroachment permit, the permittee shall file with the City, and shall maintain in
14 good standing throughout the term of the approval, a performance bond or other
15 surety or another form of security for the removal of the facility in the event that
16 the use is abandoned or the permit expires, or is revoked, or is otherwise
17 terminated. The security shall be in the amount equal to 100% of the cost of
18 physically removing the facility and all related facilities and equipment on the site
19 and restoration of the public rights-of-way to its prior condition, based on the
20 higher of two contractor's quotes for removal that are provided by the permittee.
21 The permittee shall reimburse the City for any and all costs the City incurs in
22 relation to permittee's facilities, including, but not limited to, staff time associated
23 with the processing and tracking of the bond, based on the hourly rate adopted
24 by Resolution of the City Council. Reimbursement shall be paid when the
25 security is posted and during each administrative review.

20 k. *Adverse Impacts on Adjacent Properties.* Permittee shall
21 undertake all reasonable efforts to avoid undue adverse impacts to adjacent
22 properties and/or uses that may arise from the construction, operation,
23 maintenance, modification, and removal of the facility.

23 l. *Noninterference.* Permittee shall not move, alter, temporarily
24 relocate, change, or interfere with any existing structure, improvement, or
25 property without the prior consent of the owner of that structure, improvement, or
26 property. No structure, improvement, or property owned by the City shall be
27 moved to accommodate a permitted activity or encroachment, unless the City
28 determines that such movement will not adversely affect the City or any
surrounding businesses or residents, and the Permittee pays all costs and
expenses related to the relocation of the City's structure, improvement, or

1 property. Prior to commencement of any work pursuant to a wireless
2 encroachment permit, the Permittee shall provide the City with documentation
3 establishing to the City's satisfaction that the Permittee has the legal right to use
or interfere with any other structure, improvement, or property within the public
rights-of-way or City utility easement to be affected by Permittee's facilities.

4 m. *No Right, Title, or Interest.* The permission granted by a
5 wireless encroachment permit shall not in any event constitute an easement on
6 or an encumbrance against the public rights-of-way. No right, title, or interest
7 (including franchise interest) in the public rights-of-way, or any part thereof, shall
vest or accrue in Permittee by reason of a wireless encroachment permit or the
issuance of any other permit or exercise of any privilege given thereby.

8 n. *No Possessory Interest.* No possessory interest is created
9 by a wireless encroachment permit. However, to the extent that a possessory
10 interest is deemed created by a governmental entity with taxation authority,
11 Permittee acknowledges that City has given to Permittee notice pursuant to
12 California Revenue and Taxation Code Section 107.6 that the use or occupancy
13 of any public property pursuant to a wireless encroachment permit may create a
14 possessory interest which may be subject to the payment of property taxes levied
15 upon such interest. Permittee shall be solely liable for, and shall pay and
discharge prior to delinquency, any and all possessory interact taxes or other
taxes, fees, and assessments levied against Permittee's right to possession,
occupancy, or use of any public property pursuant to any right of possession,
occupancy, or use created by this permit.

16 o. *General Maintenance.* The site and the facility, including, but
17 not limited to, all landscaping, fencing, and related transmission equipment, must
18 be maintained in a neat and clean manner and in accordance with all approved
plans. All graffiti on facilities must be removed at the sole expense of the
Permittee within forty eight (48) hours after notification from the City.

19 p. *RF Exposure Compliance.* All facilities must comply with all
20 standards and regulations of the FCC and any other state or federal government
21 agency with the authority to regulate RF exposure standards. After transmitter
22 and antenna system optimization, but prior to unattended operations of the
23 facility, permittee or its representative must conduct on-site post-installation RF
24 emissions testing to demonstrate actual compliance with the FCC OET Bulletin
65 RF emissions safety rules for general population/uncontrolled RF exposure in
all sectors. For this testing, the transmitter shall be operating at maximum
operating power, and the testing shall occur outwards to a distance where the RF
emissions no longer exceed the uncontrolled/general population limit.

25 q. *Testing.* Testing of any equipment shall take place on
26 weekdays only, and only between the hours of 8:00 a.m. and 5:00 p.m., except
27 that testing is prohibited on holidays that fall on a weekday. Testing is prohibited
28 on weekends.

1 r. *Modifications.* No changes shall be made to the approved
2 plans without review and approval in accordance with this Section.

3 s. *Agreement with City.* If not already completed, Permittee
4 shall enter into the appropriate agreement with the City, as determined by the
City, prior to constructing, attaching, or operating a facility on Municipal
Infrastructure. This permit is not a substitute for such agreement.

5 t. *Conflicts with Improvements.* For all facilities located within
6 the public rights-of-way, the Permittee shall remove or relocate, at its expense
7 and without expense to the City, any or all of its facilities when such removal or
8 relocation is deemed necessary by the City by reason of any change of grade,
9 alignment, or width of any public rights-of-way, for installation of services, water
pipes, sewer pipes, drains, storm drains, power or signal lines, traffic control
devices, public rights-of-way improvements, or for any other construction, repair,
or improvement to the public rights-of-way.

10 u. *Abandonment.* If a facility is not operated for a continuous
11 period of ninety (90) days (or, if good cause exists, a longer period of time that
12 the Public Works Director / City Engineer sets in their sole discretion), the
13 wireless encroachment permit and any other permit or approval therefor shall be
14 deemed abandoned and terminated automatically, unless before the end of the
15 ninety (90) day period the Public Works Director / City Engineer has received an
16 application to transfer the permit to another service provider. No later than
17 ninety (90) days from (i) the date the facility is determined to have ceased
18 operation or (ii) the date the Permittee has notified the Public Works Director /
19 City Engineer of its intent to vacate the site, the Permittee shall, unless otherwise
20 directed by the Public Works Director / City Engineer, remove all equipment and
21 improvements associated with the use and shall restore the site to its original
22 condition to the satisfaction of the Public Works Director / City Engineer. The
23 permittee shall provide written verification of the removal of the facilities within
thirty (30) days of the date the removal is completed. If the facility is not removed
within thirty (30) days after the permit has been discontinued pursuant to this
subsection, the site shall be deemed to be a nuisance, and the City may cause
the facility to be removed at permittee's expense or by calling any bond or other
financial assurance to pay for removal. If there are two (2) or more users of a
single facility or support structure, then this provision shall apply to the specific
elements or parts thereof that were abandoned, but will not be effective for the
entirety thereof until all users cease use thereof.

24 v. *Records.* The Permittee must maintain complete and
25 accurate copies of all permits and other regulatory approvals issued in
26 connection with the facility, which includes without limitation this approval, the
27 approved plans and photo simulations incorporated into this approval, all
28 conditions associated with this approval and any ministerial permits or approvals
issued in connection with this approval. In the event that the permittee does not
maintain such records as required in this condition or fails to produce true and

complete copies of such records within a reasonable time after a written request from the City, any ambiguities or uncertainties that would be resolved through an inspection of the missing records will be construed against the permittee.

w. *Attorney's Fees.* In the event the City determines that it is necessary to take legal action to enforce any of these conditions, or to revoke a permit, and such legal action is taken, the Permittee shall be required to pay any and all costs of such legal action, including reasonable attorney's fees, incurred by the City, even if the matter is not prosecuted to a final judgment or is amicably resolved, unless the City should otherwise agree with Permittee to waive said fees or any part thereof. The foregoing shall not apply if the Permittee prevails in the enforcement proceeding.

SECTION 4. Eligible Facility Requests. In addition to the conditions provided in Section 3 of this Resolution and any supplemental conditions imposed by the approving authority, all wireless encroachment permits issued in response to an eligible facility request shall be subject to the following additional conditions, unless modified by the approving authority:

a. *Permit subject to conditions of underlying permit.* Any permit granted in response to an application qualifying as an eligible facilities request shall be subject to the terms and conditions of the underlying permit.

b. *No permit term extension.* The City's grant or grant by operation of law of an eligible facilities request permit constitutes a federally-mandated modification to the underlying permit or approval for the subject tower or base station. Notwithstanding any permit duration established in another permit condition, the City's grant or grant by operation of law of an eligible facilities request permit will not extend the permit term for the underlying permit or any other underlying regulatory approval, and its term shall be coterminous with the underlying permit or other regulatory approval for the subject tower or base station.

c. *No waiver of standing.* The City's grant or grant by operation of law of an eligible facilities request does not waive, and shall not be construed to waive, any standing by the City to challenge Section 6409(a) of the Spectrum Act, any FCC rules that interpret Section 6409(a) of the Spectrum Act, or any modification to Section 6409(a) of the Spectrum Act.

SECTION 5. Small Cell Facilities. In addition to the conditions provided in Section 3 of this Resolution and any supplemental conditions imposed by the approving

1 authority, all wireless encroachment permits issued for a small cell facility shall be subject to the
2 following additional conditions, unless modified by the approving authority:

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4 a. *No waiver of standing.* The City's grant of a permit for a
5 small cell facility request does not waive, and shall not be construed to waive,
6 any standing by the City to challenge any FCC orders or rules related to small
7 cell facilities, or any modification to those FCC orders or rules.

8 **SECTION 6. CEQA Exemption.** Pursuant to the foregoing recitations, the City
9 Council finds the amendments to the Standard Conditions are exempt from the California
10 Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15061(b)(3), as it can
11 be seen with certainty there is no possibility the adoption of the Standard Conditions will have a
12 significant effect on the environment. The adoption of the Standard Conditions, by itself, does
13 not result in any direct physical changes in the environment, as it only establishes standards and
14 other conditions that may be applied to a subsequent project. Once an application is filed, that
15 application will be subject to further environmental review. It is likely, however, that any
16 applicable wireless facility installation would also be exempt from CEQA in accordance with
17 State CEQA Guidelines Sections 15302 (replacement or reconstruction), 15303 (new
18 construction or conversion of small structures), and/or 15304 (minor alterations to land).

19 **SECTION 7. Effective Date.** This Resolution shall become effective upon
20 adoption.

21 a. *Applications submitted after Effective Date.* Any wireless
22 facility application received by the City after the Effective Date shall be subject to
23 the conditions set forth in Sections 3 through 5 of this Resolution.

24 b. *Applications submitted on or before Effective Date.* The
25 conditions of approval adopted by Resolution No. 2018-R109 shall continue to
26 apply to any wireless facility applications received by the City on or before the
27 Effective Date.

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APPROVED and ADOPTED this _____ day of _____ 2022.

DR. DANIEL LEE, Mayor
City of Culver City, California

ATTEST:

APPROVED AS TO FORM:

JEREMY GREEN
City Clerk

A22-00028



for HEATHER BAKER
City Attorney

EXHIBIT A

Insurance Requirements

A. Commercial General Liability. A policy or policies of insurance using Insurance Services Office (ISO) form CG 00 01 or an equivalent form providing coverage at least as broad as the ISO form. Total limits shall be no less than Five Million Dollars (\$5,000,000) per occurrence and policy aggregate, and may be provided through any combination of primary and excess or umbrella policies. Any excess or umbrella policies shall “follow form” of the primary policy. Any excess or umbrella policy shall contain a clause stating that it takes effect and thereby drops down in the event the primary policy limits are impaired or exhausted. The City and its elected and appointed officers, agents, officials, employees, representatives, consultants, volunteers and contractors (hereinafter collectively referred to as the “**City Indemnified Parties**”), shall be additional insureds under the policies required by this Section A and Section C (below).

- (1) This policy or policies shall include the following coverage:
 - a. Bodily Injury and Property Damage;
 - b. Personal Injury/Advertising Injury;
 - c. Premises/Operations Liability;
 - d. Products/Completed Operations Liability;
 - e. Bodily Injury or Damage resulting from radio frequency exposure at levels exceeding the Federal Communications Commission limits;
 - f. Contractual Liability with respect to the involved permit;
 - g. Broad Form Property Damage; and,
 - h. Independent Consultants or Independent Contractors coverage.
- (2) The policy or policies shall not exclude or delete coverage for Explosion, Collapse, Underground (“UCX”) or cross liability claims or suits by one insured against another.
- (3) The policy or policies shall contain no endorsements or provisions limiting coverage for contractual liability or products/completed operations liability or any exclusion contrary to the conditions of the permit(s) issued to the Permittee by the City.
- (4) The aggregate limits of any general liability policy must apply separately to each project or location.
- (5) If Permittee’s general liability policy or policies do not comply with any of the requirements contained in Subsections A(1), A(2), A(3) or A(4), Permittee shall acquire additional policies necessary to comply with all of these requirements.

B. Workers Compensation. A policy or policies of insurance providing statutory workers compensation benefits and employer’s liability coverage. Employer’s liability limits shall be no less than One Million Dollars (\$1,000,000) each accident, each employee, and policy limit. The workers’ compensation policies shall provide the following:

- (1) A voluntary compensation endorsement;
- (2) An alternate employer endorsement; and
- (3) A provision extending coverage to all states operations as appropriate.

C. Automobile Liability. A policy of insurance using Insurance Services Office (ISO) form CA 00 01 or an equivalent form providing coverage at least as broad as the ISO form. Limits shall be no less than Three Million Dollars (\$3,000,000) combined single limit. This insurance shall extend to all owned, non-owned and hired automobiles.

D. General Requirements Related to Insurance Provided by Permittee.

(1) Maintenance of Coverage. Permittee's failure to maintain all required insurance policies required by and in accordance with this Exhibit "A" shall constitute a Default of the Agreement by Permittee.

(2) Primary Insurance. All insurance policies required to be provided by Permittee are intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to the City and/or City Indemnified Parties.

(3) Proof of Insurance. Permittee shall provide to the City copies of Certificates of Insurance and policy endorsements, including additional insured endorsements as required, as evidence of the insurance policies required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to the effective date of the Agreement. Current evidence of insurance shall be provided by Permittee to the City at all times during the Term of these GTCs. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(4) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact the business of insurance in the State of California, with an assigned policyholders' Rating of A-:VIII (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.

(5) Waiver of Subrogation. All insurance policies shall contain language or be endorsed to contain language to waive subrogation against the City and the City Indemnified Parties. Such endorsement or policy language shall not contain any additional restrictions. Permittee hereby waives its own right of recovery against the City and the City Indemnified Parties, and Permittee shall require similar written express waivers and insurance clauses from each of its contractors.

(6) Contractors. Permittee shall require each of its contractors and any person directly or indirectly employed by any of them to provide and maintain insurance as required by

this Section (D)(6) unless the contractor is covered by Permittee's insurance. Permittee shall require general liability, auto liability and workers' compensation/employer's liability insurance ("basic coverages") of its contractors. Other coverages shall be required by Permittee of its contractors if their work involves specific exposures, including environmental and professional liability exposures, not covered by the basic coverages listed in this Section (D)(6). Limits of insurance required of its contractors shall be at Permittee's discretion, but shall be consistent with custom and practice for such requirements in the geographical area where the work or services are being performed. Permittee shall cause each contractor to include the City and the City Indemnified Parties as additional insureds under each such contractor's insurance policies obtained, except for any professional liability insurance. Permittee shall require that each contractor obtain from his/her/its workers' compensation insurer a waiver of subrogation rights that such insurer may have against the City and the City Indemnified Parties. If requested by the City, Permittee shall promptly provide certificates of insurance, endorsements, or copies of policies, as requested, evidencing coverage for each such contractor of Permittee.

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

(8) Specifications Not Limiting. Requirements of specific coverage features or limits contained in these Insurance Requirements 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.

(9) Notice of Cancellation. All insurance policies required by these Insurance Requirements shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits, except after providing the City with thirty (30) calendar days' prior written notice, except for nonpayment for which ten (10) calendar days' prior written notice is required. Such endorsement shall not include any limitation of liability of the insurer for failure to provide such notice.

(10) Self-insured Retentions. Permittee shall be responsible, and the City shall have no responsibility, for any self-insured retentions or deductibles. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

(11) Timely Notice of Claims. Permittee shall give the City prompt and timely written notice of claims made or suits instituted that arise out of or result from Permittee's actions or inactions under the Agreement, and that involve or may involve coverage under any of the required insurance policies.

(12) Additional Insurance. Permittee 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 in connection with the Agreement.

(13) Renewal Policies. Permittee shall promptly deliver to the City a certificate of insurance and copies of all required endorsements with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance policies under the terms specified herein.

(14) Support of Indemnifications. The insurance policies provided hereunder by Permittee are not intended to, and shall not be considered, interpreted, or deemed to, limit Permittee's obligations to indemnify, protect, defend and hold harmless under the Agreement.

(15) No Recourse. There shall be no recourse against the City or the City Indemnified Parties for payment of premiums, deductibles, self-insured retentions or any other amounts with respect to insurance policies required by these Insurance Requirements, nor shall any policies of insurance require such payment from the City or the City Indemnified Parties.